AMENDED AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, SEPTEMBER 10, 2026, 6:00 PM

1. Call to order.

2. Silent prayer and pledge of allegiance.

3. Presentation of the Pride in Asheboro Award to Lucas Rental Properties for its commitment to Asheboro through affordable, quality construction, thoughtful development and high standards of maintenance.

4. Presentation of the Key to the City to Ricky J. Allred for his commitment to preserving, interpreting, and sharing the history of Asheboro.

5. Public comment period.

6. City Engineer Michael Leonard, PE will introduce a representative from McGill Associates who will present a proposal for services for the evaluation of Asheboro's local stormwater development controls.

7. Public Hearing: Assistant City Manager Trevor Nuttall will provide initial testimony regarding the development of programs for Community Development Block Grant Neighborhood Revitalization (CBDG-NR) Activities for all interested agencies, groups, and individuals.

8. Consent agenda.

   (a) Approval of the meeting minutes for the city council's regular meeting on July 9, 2026.

   (b) Acknowledgement of the receipt from the Asheboro ABC Board of its meeting minutes for August 5, 2026.

   (c) Approval of the community development division's request to schedule for October 8, 2026, city council meeting and to advertise legislative applications for the following case:

   Legislative Hearing (Case No. RZ-26-12): Request to rezone property located at 1404 North Fayetteville Street and 505 East Allred Street (Randolph County Parcel Identification Numbers 7762118197, 7762115363, 7762113113, 7762113929,7762019814, 7762025027) from R10 Medium-Density Residential

and B2(CZ) General Commercial Conditional Zoning to R10 (CZ) Medium-Density Conditional Zoning, and retaining existing B2 General Commercial District zoning on the portion of Parcel 7762025027 currently zoned B2, to allow the expansion of an existing manufactured home park.

(d) Acknowledgement of the receipt of the monthly report detailing major subdivisions administratively approved. *(There have been none approved.)*

(e) Approval of temporary street closures in downtown Asheboro:

(i) Approval of a temporary special event/street closure order for a portion of Trade St. for a block party event in effect from 4 p.m. to 10 p.m. on Saturday, September 19th.

(ii) Approval of a temporary special event/street closure order for the Fall Festival on Saturday, October 3rd.

(iii) Approval of a temporary special event/street closure order for a worship service for a portion of Church Street on Sunday, October 4th.

(iv) Approval of a temporary special event/street closure order for the Asheboro High School Homecoming Parade on Friday, October 9th.

(v) Approval of a temporary special event/street closure order for a portion of Worth St. for a Charters of Freedom dedication ceremony on Wednesday, November 11th.

(vi) Approval of a temporary special event/street closure order for the Veteran's Day Parade on Wednesday, November 11th.

(f) Approval of a resolution supporting and authorizing an application for a state grant/loan for the Farmer School PFAS Construction.

(g) Approval of a resolution supporting and authorizing an application for a state grant/loan for Wastewater merger/regionalization feasibility study.

(h) Resolution authorizing participation in the State and Local Cybersecurity Grant Program (SLCGP).

(i.) Ordinance to amend the General Fund to account for the award of the NC Amateur Youth Sports Grant and SLCGP Grant.

(j) Ordinance to amend the McCrary Baseball Park Improvements Fund to appropriate funds necessary to construct the umpire restroom building.

(k) Ordinance to amend the Water and Sewer Fund to transfer funds to the Seagrove Ulah Infrastructure Fund for preparation of an engineer's report pertaining to wastewater treatment operations.

(l) Ordinance to amend the Seagrove Ulah Infrastructure Improvement Fund to receive funding necessary to complete the engineer's report pertaining to Seagrove Ulah wastewater treatment operations.

9. Community Development Director John Evans will present the initial testimony on:

(a) Legislative Hearing (RZ-26-10): Request to rezone property located at 1138 Draper Street (Randolph County Parcel Identification Numbers 7762668822) from R10 Medium-Density Residential to R10 (CZ) Medium-Density Residential Conditional Zoning for a Residential Planned Unit Development.

(b) Legislative Hearing (RZ-26-11): Request to apply initial city zoning (Airport (A) and Light Industrial (I1)) to property located at the Asheboro Regional Airport, including all or portions of 16 parcels (7639229344, 7639312766, 7639219308, 7639205494, 7639412973, 7639229805 7639239157, 7639239453, 7639332815, 7639473372, 7639479760, 7639579806 7639454641, 7639551008, 7639690113, 7639691287) owned by the City of Asheboro and containing 264 acres.

10. City Engineer Michael Leonard, PE will present the following annexation items:

(a) Consideration of the satellite annexation of the remaining Asheboro Regional Airport property owned by the City of Asheboro which includes 16 parcels containing 264.089 acres located along NC Highway 49 South, Tot Hill Farm Road and Doul Mountain Road. (Continued from August 6, 2026)

(i) Invitation for public participation in the hearing; and

(ii) Council action on an ordinance to extend the corporate limits of the City of Asheboro.

(b) Consideration of the annexation petition received from SHRI Asheboro, LLC for the contiguous annexation of 4 parcels (PIN 7761837067, 7761827912, 7761826895 & 7761837268) containing a total of 2.156 Acres located north of the intersection of East Salisbury Street and US Hwy 64 East

(i) Invitation for public participation in the hearing; and

(ii) Council action on an ordinance to extend the corporate limits of the City of Asheboro.

(iii) Resolution authorizing city participation in the extension of water and sewer utilities to serve the proposed development pursuant to the city policy

(iv) Ordinance to amend the Water and Sewer Fund to appropriate funding for city participation in the extension of utilities to serve the proposed development.

(c) Consideration of an annexation petition received from Larry W. McKenzie and Amber M. Hill requesting the contiguous annexation of 2 parcels (PIN 7763523412 & 776356282) containing a total of 13.855 acres located along Hub Morris Road

(i) Resolution directing the city clerk to investigate the annexation petition; and

(ii) Resolution setting the date of public hearing on the question of annexation.

(d) Consideration of an annexation petition received from Journey Church of the Piedmont, Inc. requesting the contiguous annexation of 2 parcels (PIN 7750731357 & 7750733486) containing a total of 2.667 acres located north of the intersection of South Fayetteville Street and Boyd Avenue

(i) Resolution directing the city clerk to investigate the annexation petition; and

(ii) Resolution setting the date of a public hearing on question of annexation.

11. City Engineer Michael Leonard, PE will present a request from the Asheboro Police Department to change parking restrictions on Cliff Road at Lindley Elementary School.

12. City Manager Donald Duncan and Fire and Rescue Department Chief Eddie Cockman will present items related to construction of the Emergency Operations Center / Fire Station No. 3;

(a) Resolution selecting the Construction Manager at Risk for the Asheboro Emergency Operations Center / Fire Station No. 3

(b) Consideration of a Construction Manager at Risk (CMAR) Pre-Construction Services Contract with D.R. Reynolds Company.

(c) Ordinance to amend the General Fund to appropriate funds necessary to proceed with the project based on the preliminary budget.

(d) Ordinance to amend the Emergency Operating Center / Fire Station 3 Fund to account for changes in revenue and expenses.

(e) Authorization for the City Manager and Finance Director to seek installment purchase financing to complete the project.

13. Assistant City Manager Trevor Nuttall will present for consideration amendments to Chapter 51 of the Asheboro City Code and the City Fee Schedule to implement directives approved as part of the FY 2026-27 Budget.

14. City Manager Donald Duncan will seek concurrence from the City Council to extend the City's Emergency Declaration through September 26, 2026 and authorize the Mayor and City Manager to take necessary actions to protect and preserve the public health, safety and general welfare of the community.

15. Mayor Trogdon will lead a discussion of upcoming events and items not on the agenda.

16. Adjournment.

August 6, 2026

Mr. Donald Duncan, Jr.
City Manager
146 N. Church St.
PO BOX 1106
Asheboro, NC 27204

RE: Proposal for Services – Evaluation of Local Stormwater Development Controls

Dear Mr. Duncan:

McGill Associates, PA (CONSULTANT) is pleased to submit this proposal for consulting services to the City of Asheboro, NC (OWNER) for Evaluation of Local Stormwater Development Controls. McGill proposes the following scope of work:

SCOPE OF WORK

Identifying effective stormwater management goals and developing supporting local ordinances are key strategies that help communities react effectively to growth. Based on interviews with City staff we will gain an understanding of current stormwater and flooding challenges in the city and develop a road map to address these challenges over time. The project will provide sample stormwater program policies, standards, ordinances, and regulations that may be implemented at the development level and/or on individual in-fill lots to address growth challenges faced by the city.

Funding is a typical parallel issue that must be addressed when considering improvements in stormwater management. The project will explore available funding mechanisms available to the city that would allow implementation of an array of stormwater program functions such system

inventories, maintenance programs, capital improvement projects, staffing and regulatory compliance.

SECTION 2 - SCOPE OF SERVICES:

The CONSULTANT shall provide the following:

1. **Meetings** – CONSULTANT will coordinate with OWNER to provide regular communication throughout the course of the project. Up to three (3) coordination meetings are anticipated. Coordination will also include digital copies of meeting minutes as well as emails and teleconferences. Meetings will focus on documenting current stormwater and flooding challenges in the city.
2. **Document Review -** CONSULTANT will review the OWNER's zoning, subdivision and watershed-protection provisions within their existing ordinances and identify gaps and inconsistencies in post-development stormwater regulation.
3. **Review of Model Ordinances -** CONSULTANT will gather publicly available sample stormwater ordinances and policies from nearby NC communities for evaluation. A matrix will be provided highlighting the major regulatory elements of the stormwater program of each community and discussing potential pros and cons of implementation in Asheboro. Based on discussions with staff, CONSULTANT will evaluate comparable provisions from selected North Carolina municipalities and current NCDEQ requirements; and prepare targeted, insertion-ready text amendments for City staff and attorney review.
4. **Pre / Post for Single Lot Residential Development -** An important part of the SWMP considerations is the potential for controlling stormwater discharge from undeveloped and redeveloped lots in single-family residential areas. CONSULTANT will gather information on the benefits, limitations, and available model policies for regulating runoff from single-family residential lots for evaluation. Based on discussions with staff, CONSULTANT will evaluate comparable provisions from selected North Carolina municipalities and current

NCDEQ requirements; and prepare targeted, insertion-ready text amendments for City staff and attorney review.

5. **Implementation** - CONSULTANT will meet with City staff to gain an understanding of current development review and approval process and the anticipated increase from implementation of the updated ordinances on new development. Anticipated costs for supplementing existing staff and/or staff augmentation with outside consultants will be developed.
6. **Draft Report** – CONSULTANT will prepare a draft report that documents findings from the above tasks and provides recommendations for implementation by the City.
7. **Council Presentation** – CONSULTANT will prepare for and attend a workshop with the City Council to discuss the Draft Report recommendations. CONSULTANT will document concerns discussed and forthcoming decisions.
8. **Report** – CONSULTANT will prepare a final report that addresses OWNER and Council comments and set the course for next steps.

DELIVERABLES

1. CONSULTANT will provide one (1) digital of insertion-ready text amendments of existing zoning ordinances for City staff and attorney review.
2. CONSULTANT will provide one (1) digital and three (3) hard copies of the Local Stormwater Development Controls Draft Report to the OWNER.
3. CONSULTANT will provide one (1) digital and three (3) hard copies of the Local Stormwater Development Controls Final Report to the OWNER.

COMPENSATION

The scope of services described above will be performed for the lump sum fee of $48,750.

EXCLUSIONS

Recommendations from this project may include development of a Stormwater Development Manual, establishment of a recurring funding mechanism for the stormwater program, or other supporting administrative policies. These tasks are beyond the scope of this project and are therefore expressly excluded.

SCHEDULE

Services will commence upon receipt of notice to proceed and are anticipated to be completed within 60 days.

If the above, along with the attached Consulting Services Agreement (CSA), is acceptable to you, please provide the appropriate signature on the CSA as indicated and return one (1) copy to us.

We appreciate your consideration of our proposal for services and look forward to working with you. If you have any questions concerning the information contained within this proposal, please do not hesitate to call me at 919-378-9111.

Sincerely,

MCGILL ASSOCIATES, PA



Michael Hanson, PE, LEED AP
Vice President/Regional Manager

Proposal Accepted by:

_____ _____
Date

ATTEST:

_____ _____
Date

Enclosures:

Consulting Services Agreement

Basic Rate Schedule

CONSULTING SERVICES AGREEMENT

This contract entered into this ____ day of _____, 2026 by and between _____, NC, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that: Whereas, the Client desires to engage McGill Associates to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Contract Proposal "Scope of Services" of this Agreement, hereinafter called services. Fees for additional services will be negotiated with the Client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Contract Proposal "Basis of Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted expertise McGill Associates may employ such services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or $50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: To the extent permitted by law the Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Contract Proposal including Scope of Services and Basis of Compensation.

18. This contract is subject to the NC Public Records Act, NCGS 132-1, et seq.

Client:

Authorized Signature:

_____

Print Name: _____

Title: _____

Address: _____

McGill Associates, P.A.



_____

Print Name: Michael A. Hanson, PE, LEED AP

Title: Principal/Vice President

Address: 5400 TRINITY RD, STE 107, RALEIGH, NC 27607

STANDARD HOURLY RATE AND FEE SCHEDULE

July 2026

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	$360			
Principal – Regional Manager – Director	$290	$305	$330	$345
Practice Area Lead	$255	$285	$320	$340
Senior Project Manager	$250	$280	$320	$335
Senior Engineer	$250	$280	$320	$335
Project Manager	$220	$245	$260	$270
Senior Project Engineer	$220	$245	$260	$270
Project Engineer	$185	$200	$210	$220
Engineering Associate	$150	$160	$170	$175
Planner- Consultant – Designer	$150	$170	$190	$210
Engineering Technician	$135	$150	$165	$175
CAD Operator – GIS Analyst	$115	$125	$140	$150
Construction Services Manager	$205	$225	$230	$245
Construction Administrator	$150	$170	$185	$200
Construction Field Representative	$130	$140	$155	$160
Project Administrator	$115	$135	$140	$160
Funding-Financial Service-Manager	$240	$255	$265	$275
Grant Administrator	$140	$160	$170	$185
Environmental Specialist	$120	$130	$135	$140
Administrative Assistant	$95	$105	$115	$130
Survey Party Chief	$120	$135	$145	$165
Survey Field Technician	$100	$105	$110	$115

EXPENSES

a. Mileage - $.75/mile
b. Flow Monitoring Equipment: Pressure Flow Meter - $400/wk.; Gravity Flow Meter - $1,000/deployment
c. Robotics/GPS Equipment - $35/hr.
d. Aquatic Surveying Equipment – Vessel - $250/day
e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.

NOTICE OF PUBLIC HEARING
RELATIVE TO APPLICATION
BY THE CITY OF ASHEBORO
FOR FUNDING UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

Notice is hereby given that the City of Asheboro City Council will conduct a public hearing on Thursday, September 10, 2026, at 6:00 pm, or as soon thereafter as the agenda will allow, at Asheboro City Hall Council Chambers, 146 North Church Street, Asheboro, North Carolina 27203, in relation to Community Development Block Grant (CDBG) funding for a project in the community.

The City anticipates submitting CDBG applications within the next twelve months. Information on the amount of funding available, the requirements on benefit to low- and moderate-income persons, eligible activities, and plans to minimize displacement and provide displacement assistance as necessary will be available. Citizens will also be given the opportunity to provide oral and written comments on the City's use of CDBG funds. All interested citizens are encouraged to attend.

For additional information or to submit written comments, contact Trevor Nuttall, Assistant City Manager, 146 N. Church Street, Asheboro, NC 27203. Comments should be postmarked by Thursday, September 10, 2026.

Persons with disabilities or who otherwise need assistance should contact Trevor Nuttall, Assistant City Manager, (336) 626-1201 ext. 2323 (Relay North Carolina TTY# 711 or 1-800-735-2962), by Friday, September 4, 2026. Accommodation will be made for all who request assistance participating in the public hearing.

This information is available in Spanish and any other language upon request. Please contact Trevor Nuttall, Assistant City Manager, (336) 626-1201 ext. 2323 or at City Hall, 146 N. Church Street, Asheboro, NC for accommodation for this request.

Esta informacion esta disponible en espafiol o en cualquier otro idioma bajo peticion. Par favor, pongase en contacto con Trevor Nuttall, Assistant City Manager, al (336) 626-1201 ext. 2323, o en City Hall, 146 N. Church Street, Asheboro, NC, de alojamiento para esta solicitud.

The City of Asheboro is an Equal Opportunity Provider and Employer.

EQUAL HOUSING OPPORTUNITY

225

Minutes of the meeting of the Asheboro Alcoholic Beverage Control Board held on August 5, 2026

The Asheboro ABC Board met on Tuesday, August 5, 2026, at 5:30 PM, in the Board office, 700 South Fayetteville Street, Asheboro, NC. Present at the meeting were Chairman Steve Knight, Board Member Curtis Shipley, and General Manager (GM)Amy Welch. Board Member Bob Morrison attended by phone. The Chair called the meeting to order for the transaction of business and business transacted as follows:

The Chair inquired as to any known conflict of interest, appearance of a conflict of interest, or objections concerning agenda items before the Board; after Board member(s) voiced having no conflict, and there being no objection, the agenda was adopted.

Board Minutes from the July 1, 2026, meeting were reviewed and approved by the Board.

Steve Knight and the GM reviewed Board finances for July and reported all finances remain consistent (sales and expenses).

An underage compliance campaign was conducted on July 15th by Asheboro Police Department. During the campaign, 16 establishments were checked, of those, 9 sold alcohol to the underage person and 6 of the 9 were restaurants. The Board discussed the results and how to bring awareness to mixed beverage permit holders on the prevention of underage sales.

Grant applications were reviewed and the Board, upon motion from Board Member Morrison, choose to fund Community Hope Alliance's projects estimated in the amounts of $8500 for the 3rd quarter and $13,500 for the 4th Quarter.

The Board heard reports from the General Manager concerning the following issues:

1. Asheboro ABC sales statistics comparing:

    - July 2026 sales with the previous month indicate:
        - An overall -1.2 % change (all sales and tax collections)

    - July 2026 sales with sales from the same month last year indicate:
        - Retail Sales +.03%
        - Mixed Beverage Sales: -1.2%
        - Sales Tax Collections: +.03%
        - Overall Collections: +.04%

    - July 2026 bottle sales with bottle sales from the same month last year indicate:
        - Retail Bottle Sales: +7.3%
        - Mixed Beverage Bottles Sales: +9.1
        - Overall Bottle Sales: +7.5

The next regular Asheboro ABC Board meeting will be held Tuesday, August 25, 2026, (regular September meeting), at 5:30 p.m.

There being no further business, the meeting was adjourned.
Prepared by Amy Welch, GM, and approved by the Board Amy Welch 8/25/26
GM

Stephen R Knight

Robert E Moore



Event Info:
September 19, 2026
From 6:00 PM - 9:00 PM

Closure Info:
September 19, 2026
From 4:00 PM - 10:00 PM

Cloud Wine Block Party FT Southbound 49

Type III Barricade

Road Closed

Road Closed Ahead

Detour Ahead

Detour Left

Road Closed Ahead
Next Left

Detour Left

Road Closed Ahead

Detour Right

Salisbury Street

Type III Barricade

Road Closed

City Hall

North St.

Hoover St.

Worth St.

Davis St.

Sunset Ave.

Road Closed Ahead

Detour Ahead

Farmers Market

Bi-Centenial Park

Fayetteville St.

Scarboro St.

Cranford St.

Cox St.

Detour Left

Type III Barricade

Academy St.

Road Closed

Park St.

Church St.

Detour Left

Detour Ahead

Wainman Ave.

Wainman Ave.

Road Closed Ahead

Kivett St.

Lanier St.

Memorial Park

Church St.

Bulla St.

Birkhead

St.

Armfield Ave.

Cooper St.

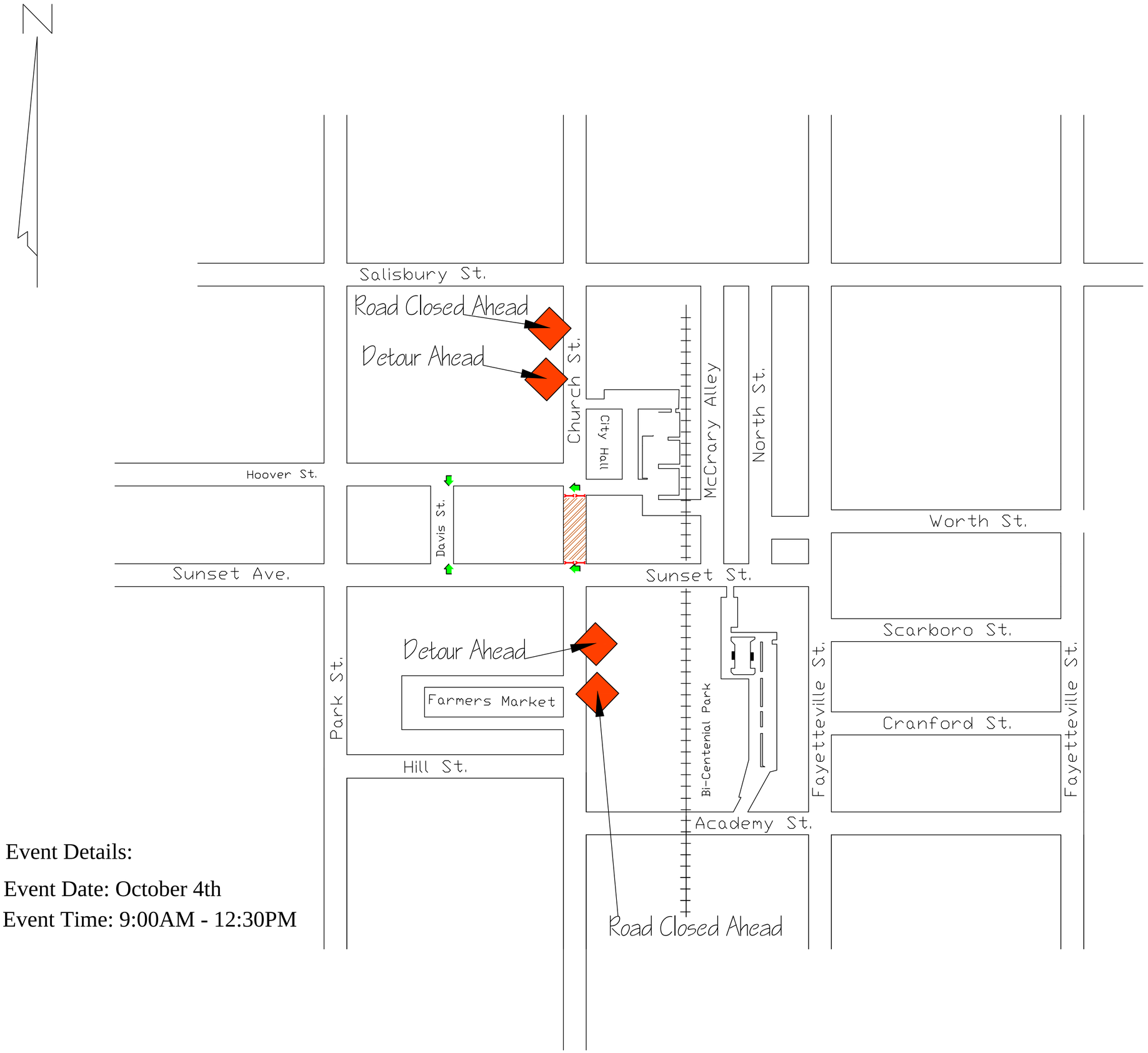
Event Date: 10/3/26

Event Time: 9:30 - 5:30

Event Closure: 12:00 AM - 11:00 PM

Fall Festival Event Road Closure Map

Fall Festival Worship Service



Event Details:

Event Date: October 4th

Event Time: 9:00AM - 12:30PM

Asheboro High School Homecoming Parade

Type III Barricade

Road Closed

N

Parade Start

Salisbury Street

Road Closed Ahead

Detour Ahead

City Hall

North St.

Road Closed Ahead

Hoover St.

Davis St.

Road Closed To Thru Traffic

Worth St.

Sunset Ave.

Road Closed Ahead

Detour Ahead

Farmers Market

Bi-Centenial Park

Fayetteville St.

Scarboro St.

Cox St.

Road Closed Ahead

Staging Area

Academy St.

Detour Right

Park St.

Wainman Ave.

Road Closed Ahead

Caution Parade Staging Ahead

Church St.

Kivett St.

Type III Barricade

Road Closed

Detour Ahead

Road Closed Ahead

Parade End

Lanier St.

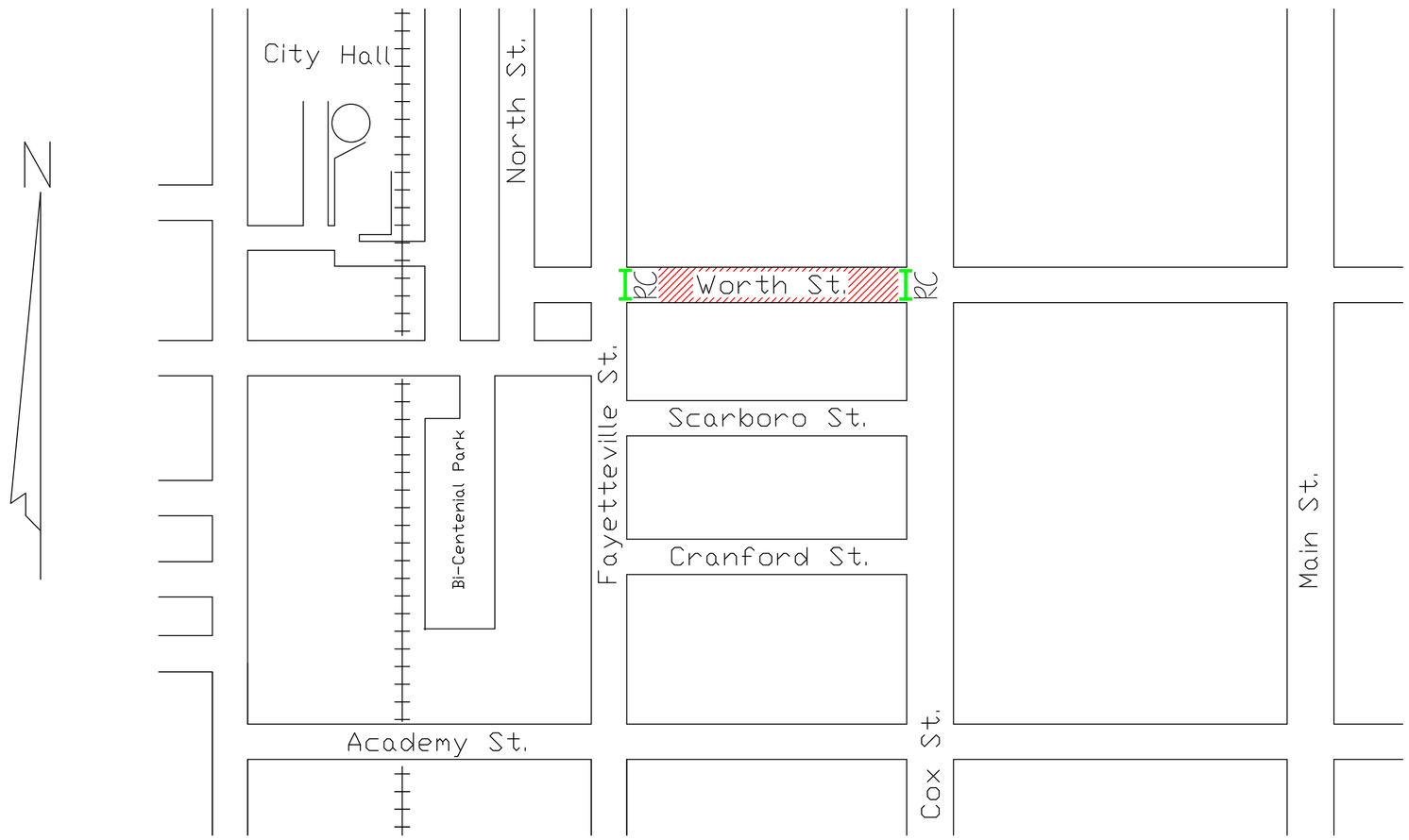
Memorial Park

Church St.

Bulla St.

Birkhead St.

Armfield Ave.

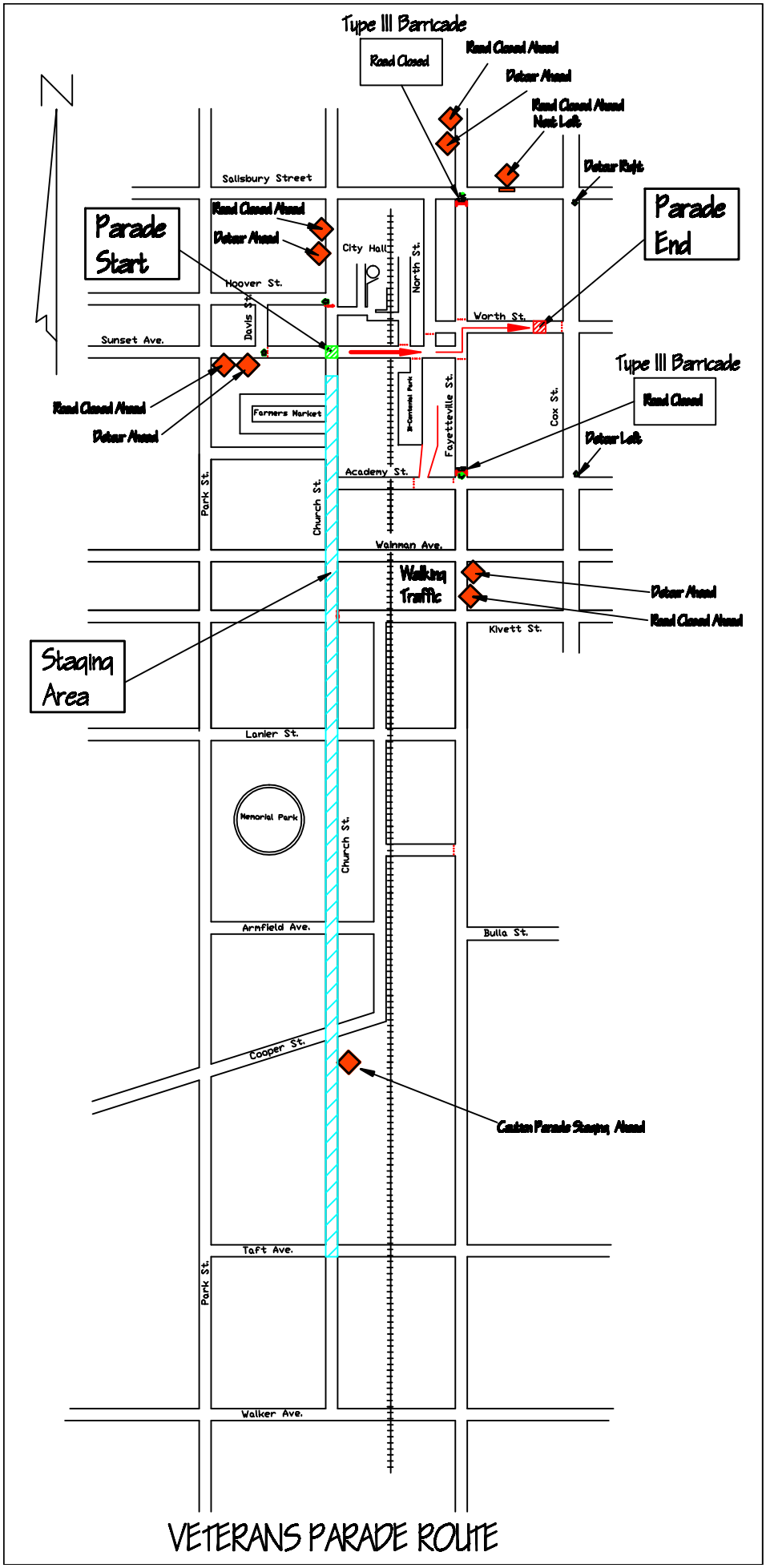


WORTH ST. CLOSURE:

NOVEMBER 11TH

Time of Event: 2:00PM - 3:30PM

Charters of Freedom Dedication



VETERANS PARADE ROUTE

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION SUPPORTING AND AUTHORIZING AN APPLICATION FOR A STATE GRANT/LOAN FOR THE FARMER SCHOOL PFAS CONSTRUCTION

WHEREAS, The **City of Asheboro** has need for and intends to construct, plan for, or conduct a study in a project described as **Farmer School PFAS Construction**, and

WHEREAS, The **City of Asheboro** intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO:

That the City of Asheboro the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Asheboro to make a scheduled repayment of the loan, to withhold from the City of Asheboro any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Donald E. Duncan, Jr., City Manager the Authorized Representative and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the Authorized Representative, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency

may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 10th day of September, 2026.

_____

W. Joseph Trogdon, Jr. Mayor
City of Asheboro, North Carolina

CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Asheboro does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Asheboro, City Council, duly held on the 9th day of April, 2026; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of September, 2026.

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION SUPPORTING AND AUTHORIZING AN APPLICATION FOR A STATE GRANT/LOAN FOR A WASTEWATER MERGER/REGIONALIZATION FEASIBILITY STUDY

WHEREAS, The **City of Asheboro** has need for and intends to construct, plan for, or conduct a study in a project described as **Wastewater Merger/Regionalization Feasibility Study**, and

WHEREAS, The **City of Asheboro** intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO:

That the City of Asheboro, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Asheboro to make a scheduled repayment of the loan, to withhold from the City of Asheboro any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the Applicant will partner and work with other units of local government or utilities in conducting the project, including the Seagrove-Ulah Metro Water District and North Carolina Zoo.

That Donald E. Duncan, Jr., City Manager the Authorized Representative and successors so titled, is hereby authorized to execute and file an application on behalf

of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the Authorized Representative, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting that was held on the 10th day of September, 2026.

W. Joseph Trogdon, Jr. Mayor
City of Asheboro, North Carolina

CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Asheboro does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Asheboro, City Council, duly held on the 9th day of April, 2026; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of September, 2026.

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk
City of Asheboro, North Carolina

RESOLUTION NO. _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION AUTHORIZING THE CREATION OF THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP)

WHEREAS, the City of Asheboro applied for and was selected for participation in the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP), AL #: 97.137, Grant#: EMW-2025-CY-05070; and

WHEREAS, the City was awarded the sum of $23, 560.97 pursuant to the Memorandum of Agreement (MOA) # 25SLCGP658 with a period of performance from 9/1/2025 to 3/31/2029; and

WHEREAS, the grant funds are administered through North Carolina Department of Public Safety, Division of Emergency Management; and

WHEREAS, William C. Ray, Director and Deputy Homeland Security Advisor for the Division of Emergency Management executed and caused to be delivered to the City of Asheboro the MOA on August 13, 2026; and

WHEREAS, the City Council desires to participate in the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro as follows:

Section 1. The City of Asheboro adopts the Memorandum of Agreement # 25SLCGP658 with a period of performance from 9/1/2025 to 3/31/2029 and thereby elects to participate in the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program.

Section 2. The Program will operate substantially as described in the MOA # 25SLCGP658 attached to this Resolution as EXHIBIT 1. Council accepts the Federal and State requirements included in the MOA.

Section 4. The Program shall operate subject to available appropriations and may be modified, suspended, or discontinued by future Council action.

Section 5. This Resolution shall become effective upon adoption.

****

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on September 10, 2026.

_____

W. Joseph Trogdon, Jr., Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

EXHIBIT 1

[Insert MOA # 25SLCGP658]

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NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Casandra S. Hoekstra, Interim Secretary
William C. Ray, Director

FY25 State and Local Cybersecurity Grant Program (SLCGP)

AL #: 97.137
Grant#: EMW-2025-CY-05070

Memorandum of Agreement (MOA)
between

GRANTOR:
State of North Carolina
Department of Public Safety
Emergency Management (NCEM)
1636 Gold Star Dr
Raleigh, NC 27607

GRANTEE:
Asheboro city

Asheboro, NC 27204-1106

Tax ID/EIN #: 566001167
Unique Entity ID (from SAM.gov): ES13X1X9YQ85

MOA #: 25SLCGP658
Award amount: $23,560.97
Period of performance: 9/1/2025 to 3/31/2029
Cost Center:
102642-0-0-6025-19GH000601
Project Title: Network Security Appliances and Service

1. **Purpose**
The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: State and Local Cybersecurity Grant Program | FEMA.gov and https://www.ncdps.gov/SLCGP.

This MOA is to set forth terms by which GRANTOR shall provide SLCGP funding to GRANTEE to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the Department of Homeland Security Notice of Funding Opportunity (NOFO) for FY2025 SLCGP. See Document 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved Application and associated Budget as submitted by GRANTEE with any amendments/adjustments approved by GRANTOR.

2. **Authority**
This MOA is authorized under the provisions of: (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g), (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58), (3) FY 2025 SLCGP Notice of Funding Opportunity (NOFO), (4) applicable FEMA Grant Programs Directorate Information Bulletins (see https://www.fema.gov/grants/preparedness/about/informational-bulletins), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, GRANTEE agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY25 State and Local Cybersecurity Grant Program (SLCGP)NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at https://www.dhs.gov/dhs-grants and https://www.fema.gov/grants/guidance-tools. Allowable costs are also subject to the approval of the State Administrative Agency (SAA) for the State of North Carolina, and the North Carolina Department of Public Safety.

4. Funding Eligibility Criteria

Federal funds administered through GRANTOR (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive Cybersecurity preparedness posture program.

Local government entities are defined in N.C.G.S. 159-44 as: "*counties; cities, towns, and incorporated villages; consolidated city-counties, as defined by G.S. 160B-2(1); sanitary districts; mosquito control districts; hospital districts; merged school administrative units described in G.S. 115C-513; metropolitan sewerage districts; metropolitan water districts; metropolitan water and sewerage districts; county water and sewer districts; regional public transportation authorities; and special airport districts.*"

Community colleges are included in the definition of *local government entities* for purposes of FY 2025 SLCGP per N.C.G.S. 143-800(c)(1). Federally recognized tribes are also included as eligible local government pass-through entities per the FY 2025 SLCGP NOFO.

Continued SLCGP funding is contingent upon completion of all SLCGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

GRANTEE must:

A. Be established as a local government entity as defined above by appropriate resolution/ordinance.

B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from http://www.sam.gov.

C. Each Grantee must ensure that their organization is registered in the System for Award Management (SAM). Applicants are required to maintain current information in SAM, including their organization name, address, DUNS number, and EIN. The DUNS number listed in SAM must match the one used for all FEMA award applications. Additional information on SAM is available at the SAM.gov website. Future payments will be contingent on the accuracy of the information in SAM; therefore, it is essential that all details are correct.

5. Compensation

GRANTOR agrees that it will pay GRANTEE complete and total compensation for the services to be rendered by GRANTEE. Payment to GRANTEE for expenditures under this Memorandum of Agreement (MOA) will be reimbursed after GRANTEE'S request for reimbursement, detailed invoices, and proof of payment are submitted and approved for eligible expenses, and goods and/or services have been received. These documents must be submitted no later than 30 days after the POP end date.

The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to GRANTOR no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from GRANTEE and final approval by GRANTOR. Upon final approval of this MOA by GRANTOR, POP for this grant is 9/1/2025 to 3/31/2029. Any unexpended grant funds remaining after end of POP revert to GRANTOR.

6. Conditions

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program.

A. GRANTEE must:

i. Complete any procurements, expenditures, and receipt of goods or services within the POP. This includes software subscriptions, which even if paid for during the POP must be pro-rated so that the subscription period reimbursed is only for the duration of the POP. See NCEM | Grants for a Pro-Rated Services Calculator to calculate the amount of eligible costs within the POP.

ii. Match Requirement. The required match/cost share for FY25 SLCGP is 40% of total project costs. If the federal award is $100,000 with a 60% federal share percentage and a 40% share percentage, the cost share amount is calculated below:

$100,000 (Federal Award Amount) / .60 = $166,667 (Total Project Cost)
$166,667 x .40 = $66,667 (Cost Share Amount)

iii. GRANTEE must submit requests for reimbursement with all required documentation attached in *Salesforce*. Once GRANTOR is satisfied that GRANTEE has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 102642-0-0-3025-19G6003501 in the North Carolina Financial System (NCFS). See GRANTEE paragraph 7.H.

B. Required Documents/Forms. GRANTEE must submit the following documents to GRANTOR via the North Carolina Preparedness Grants Portal (NCPGP) powered by Salesforce upon execution of this MOA. This is not required if GRANTEE has previously submitted these documents to GRANTOR for this or any other grant; however, if any of these documents are not current, GRANTEE must submit updated document(s):

i. State of North Carolina Substitute W-9 form (see: 09 NCAC 03M .0202)
ii. Supplier Electronic Payment Form (see: 09 NCAC 03M .0202)
iii. Conflict of Interest Policy (see: G.S. 143C-6-23.(b))
iv. Certification of No Overdue Tax Debt (see: G.S. 143C-6-23.(c))
v. GRANTEE Procurement Policy

Upload & maintain your most recent procurement policy in your Salesforce account for your organization. See UNC School of Government procurement policy resources for local governments in NC, and North Carolina Center for Nonprofits Purchasing & Procurement Policy Samples for guidance on procurement policies. Make sure your procurement policy for your organization adequately addresses purchasing under federal awards. See FEMA Resource Library: Purchasing Under a FEMA Award for guidance.

C. Annual Progress Reports. Complete annual progress reports in *Salesforce* by the following dates: 07/31/2027, 07/31/2028, and 07/31/2029.

For reporting period:

- 07/01/2026 – 06/30/2027, due by 07/31/2027
- 07/01/2027 – 06/30/2028, due by 07/31/2028
- 07/01/2028 – 03/31/2029, due by 04/30/2029

Report and Final RFR must be submitted no later 04/30/2029 (see paragraph 5 above and 9.M. below).

Even if there are no expenditures an annual progress report must be submitted by GRANTEE to update their progress toward completion of approved scope of work specified in Document 1 and any approved amendments. If GRANTEE closes their award prior to end of POP, no further annual reports are required.

D. Required Services and Memberships.

Cyber Hygiene Services (CHS):

- Web Application Scanning is an "internet scanning-as-a-service." This service assesses the "health" of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.

- Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts. To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLGCP. For more information, visit CISA's Cyber Hygiene Information Page.

- GRANTEE is required to certify CHS compliance and provide proof of CHS compliance upon request of GRANTOR.

7. Supplantation

Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or Grantors may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8. Scope of Work

GRANTEE shall implement the SLCGP project specified in Document 1 and as described in the approved project application, including the project objective GRANTEE selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

A. Annual reports, per paragraph 6.C. above.

B. GRANTEE-involved legal action that pertains to any goods or services purchased with grant funds.

C. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to GRANTEE by GRANTOR.

D. After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).

E. Training course roster, description and syllabus for grant funded training.

F. Any other documentation requested by GRANTOR.

9. Responsibilities

GRANTOR:

A. GRANTOR shall provide funding to GRANTEE to perform the activities described herein.

B. GRANTOR shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.

C. GRANTOR shall monitor the completion of the approved scope of work as specified in Document 1 and any approved amendments/adjustments.

D. GRANTOR has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

GRANTEE:

E. This MOA must be signed and returned to GRANTOR within 45 days after GRANTEE receives this MOA. The grant shall be effective upon return of the MOA.

F. GRANTEE shall expend FY 2025 SLCGP Grant Program funds in accordance with the FY2025 SLCGP NOFO, the grant application, and this MOA.

G. Procurement.

i. GRANTEE shall utilize the most restrictive of all federal, State of NC, and their own local procurement policies & procedures that allows for compliance with all applicable layers (federal, state, and their own).

ii. GRANTEE must follow the procurement standards identified in 2 CFR 200.317 – 200.327 and Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and as outlined in the FY2025 SLCGP NOFO and 2026 FEMA Preparedness Grants Manual. GRANTEE shall comply with all applicable laws, regulations and program guidance. GRANTEE must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.

iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

iv. Mini-Brooks Act. Grantees that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the "Mini-Brooks Act", G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.

v. Conflicts of Interest. See paragraph Q. below.

vi. Complete all procurement by 3/31/2029.

H. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

GRANTEE shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), https://sam.gov/content/exclusions and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors, to verify that contractors or grantees have not been suspended or debarred from doing business with the federal government.

I. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. GRANTEE is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

J. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(b)(4).

K. Requests for Reimbursement (RFR). Submit RFR for items or services received in *Salesforce*. GRANTOR will reimburse GRANTEE for eligible costs as outlined in the applicable DHS program guidelines and FY2025SLCGP NOFO. GRANTEE must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from GRANTOR. GRANTEE must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after GRANTEE payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by GRANTEE, and that the products and/or services have in fact been received by GRANTEE before end of POP. RFRs must also include a summary of expenditures included in the RFR completed by GRANTEE. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

Refer to RFR webinar for guidance on proper submission of RFRs for FY2025 SLCGP. RFRs must be submitted in an unlocked PDF file that does not require a password or any special permission to open. All documentation attached to RFR submitted in *Salesforce*.

All reimbursement requests require a Summary of Invoices, Invoice/Receipt(s), and Proof of Payment to be uploaded with the request. All invoices and receipts must be legible, complete, and clearly demonstrate the expenditures associated with the project. All receipts or invoices must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
- Date the equipment was delivered, received, or accepted, consistent with the approved period of performance.
- Itemized description and clear cost breakdowns of all products, services, or technical deliverables billed for (including labor rates, subscription costs, software, hardware or licenses purchased, authorized equipment number, serial number, details of work performed, etc.).
- Unit price of products or services (if applicable).
- Total amount of eligible expenditures.
- Copy of executed contract/subcontract agreement (if applicable).
- Proof of payment for expenses associated with the project (such as canceled checks, ACH confirmations, credit card statements, or financial system records.
- Pro-Rated Services Calculator - Use this calculator to determine the total reimbursable amount of service contracts & subscriptions (including SaaS / Software as a Service) pro-rated for the period of performance (POP) of the grant. NCEM can only reimburse services & subscriptions that are delivered & utilized within the designated POP of the grant. Service & subscription periods that extend before or after the POP are not reimbursable.

L. Funds Management. GRANTEE agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within GRANTEE's central accounting and grant management system. GRANTEE agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.

i. Expenditures on travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. GRANTEE must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

M. Maintain a grant management filing system with required subrecipient file documentation. GRANTEE is required to maintain all records of this grant for three years after termination of the grant, or audit if required,

or longer where required by law, as outlined below. GRANTEE must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each SLCGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

i. Resolution/ordinance establishing GRANTEE as a state or local government entity, or nonprofit organization.
ii. Award letter, MOA, and supporting documents.
iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and proof(s) of payment.
iv. Inventory of all equipment/assets purchased using State/Federal funding including its location, photos, and condition of the equipment/asset. (See paragraph 9.K iv. below).
v. Audit findings and corrective action plans.

N. Property and Equipment. GRANTEE shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

i. Only allowable equipment listed in the Authorized Equipment List (AEL) for SLCGP are eligible for purchases from this grant. In addition, GRANTEE will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
ii. Property and equipment purchased with SLCGP funds shall be titled to GRANTEE, unless otherwise specified by NCEM, DHS and/or FEMA. GRANTEE shall be responsible for the custody and care of any property and equipment purchased with SLCGP funds furnished for use in connection with this MOA and shall reimburse GRANTEE for any loss or damage to said property until the property is disposed of in accordance with SLCGP Program requirements. GRANTOR will not be held responsible for any property purchased under this MOA.
iii. GRANTEE must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
iv. GRANTEE shall take an initial physical inventory of all equipment, and GRANTEE is required to maintain an accurate inventory of the equipment until the equipment is disposed of in accordance with the disposition procedures identified below. GRANTEE is required to provide an inventory report at any time upon request of GRANTOR, within one (1) business day of GRANTOR request.
v. Equipment is defined as tangible, non-expendable property, having a useful life of more than one year and an acquisition cost of $10,000 or more per unit. GRANTEE may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $10,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included in the report submitted to GRANTOR. The grant summary, reimbursement request(s) with backup documentation, certificate of title, and any other GRANTEE reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, photos, location, condition, and identification number may be used to meet this requirement.
vi. GRANTEE must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. GRANTEE shall be responsible for replacing or repairing equipment, which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
vii. GRANTEE or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
viii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, GRANTEE must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.

ix. Disposition Procedures. Unless otherwise directed by GRANTOR, DHS and/or FEMA, GRANTEE may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, GRANTEE must notify GRANTOR via *Chatter* in *Salesforce* prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than $10,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of $10,000 may not be retained, transferred, or otherwise disposed of without prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. GRANTEE must provide documentation that includes the method used to determine current fair market value.

x. Communications equipment. Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the Statewide Inoperability Coordinator (SIEC) to ensure interoperability and long-term compatibility. To ensure that all communications technologies purchased with grant funds align with statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that all such purchases comply with the standards and technical specifications outlined in the NCEM Communications Branch Memo.

O. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise, or work activities beyond that identified in the approved scope of work specified in Document 1 and any approved amendments, shall be the sole responsibility of GRANTEE and shall not be reimbursed under this MOA.

P. Conflicts of Interest.

i. State Law. Per N.C.G.S. § 143C-6-23(b), GRANTEE is required to file with GRANTOR a copy of GRANTEE's policy addressing conflicts of interest that may arise involving GRANTEE'S management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as GRANTEE's employees or members of its board or other governing body, from GRANTOR'S disbursing of grant funds, and shall include actions to be taken by GRANTEE or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before GRANTOR may disburse any grant funds.

ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the FEMA Preparedness Grants Manual, all grantees must disclose in writing to NCEM, and attempt to avoid any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a grantee employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

iii. Federal Law – Procurement. Per 2 CFR 200.318(c) and the FEMA Preparedness Grants Manual, all grantees that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the

grantee. All grantees must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, grantees must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

N. Environmental Historic Preservation Review (EHP). Grantees proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. See paragraph 13 below.

O. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: "This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management." Use of DHS seal(s), logo(s) and flags must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words "Funded by US Department of Homeland Security".

P. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY2025 SLCGP NOFO and Subaward Notification.

Q. DHS Standard Terms and Conditions
GRANTEE must comply with all applicable provisions of the FY2025 DHS Standard Terms and Conditions (Document 2). This applies to all new federal financial assistance awards funded in FY2025. These terms and conditions flow down to grantees unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

R. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, GRANTEE must submit to GRANTOR, no later than 90 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and FY2025 DHS Standard Terms and Conditions (Document 2), incorporated by reference herein, for the performance of the activities. This closeout documentation must be submitted in *Salesforce*.

Required documentation includes:

- A complete accounting of how all grant funds were used
- A certification stating that funds were used for the purposes appropriated
- Any additional closeout documentation requested by GRANTOR
- Agreement that all reported program activity results are subject to review and authentication. GRANTEE shall provide access to work papers, receipts, invoices, and reporting records upon request for audit purposes.

Once the complete final performance and financial status report package has been received and evaluated by GRANTOR, GRANTEE will receive official notification of MOA closeout. This notification will confirm that GRANTOR is officially closing the MOA and will retain all related files and materials for a minimum of five (5) years, or until all audit exceptions have been resolved, whichever is longer.

10. Taxes

GRANTEE is considered an independent grantee and is solely responsible for all taxes associated with this grant. No reimbursement will be provided for any taxes incurred by the GRANTEE. If eligible, the GRANTEE shall:

a) request a refund from the North Carolina Department of Revenue for all sales and use taxes paid in the performance of this grant, pursuant to N.C.G.S. 105-164.14; and

b) exclude all refundable sales and use taxes from reported expenditures.

11. Warranty

As an independent grantee, GRANTEE will hold GRANTOR harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports**.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental grantees (including non-profit organizations) to meet these requirements: https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance.

13. Audit Requirements

For all federal grant programs, GRANTEE is responsible for obtaining audits per 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a grantee that receives a combined $1,000,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the grantee's fiscal year end. GRANTEE must:

A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse https://harvester.census.gov/facweb/.

B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of GRANTEE, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.

C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined $1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): https://www.gao.gov/yellowbook.

If GRANTEE is a unit of local government in North Carolina, GRANTEE may be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the GRANTEE and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the NCEM Grants Management & Compliance website.

14. Construction, Renovation, and Infrastructure Projects

A. Environmental Historic Preservation Review (EHP). Per the FY2025 SLCGP NOFO, grant funds may not be used to acquire land or to construct, remodel, or perform alterations of buildings or other physical facilities; however, this prohibition does not include "minor building modifications" necessary to install and connect grant-purchased equipment that do not substantially affect a building's structure, layout, systems, or critical aspects of a building's

safety, or otherwise materially increase the value or useful life of a building. Therefore, grant applications requesting funds to acquire land or to construct, remodel, or perform alterations of buildings or other physical facilities beyond "minor building modifications" as described above will be rejected.

Minor modifications may be permitted with appropriate FEMA Environmental Planning and Historic Preservation (EHP) review and compliance.

- Examples of allowable "minor modifications" with appropriate EHP review may include:
- Replacing or installing servers, communication, or network components onto existing racks and using existing cabling.
- Installation of new equipment cabling through existing conduit and no new holes in walls, ceilings, or floors.
- Tabletop equipment such as computers, monitors, and workstations.

For minor modifications, the required Environmental and Historic Preservation (EHP) Screening Form should be submitted within 30 days of the award date via Salesforce, with a copy sent to the NCEM grant manager.

Refer to p. 33-34 of FY2025 SLCGP NOFO for detailed information on funding restrictions, and allowable v. unallowable costs.

See Information Bulletin No. 523: Guidance on Fiscal Years 2022–2024 State and Local Cybersecurity Grant Program (SLCGP) Minor Modifications to Existing Facilities or Other Physical Facilities for more details.

B. Build America, Buy America Act (BABAA):
If funding from this grant program is used for an "infrastructure" project, all iron, steel, manufactured products & construction materials used in the project must be produced in the U.S. per the *Build America, Buy America Act* (BABAA), unless an approved waiver applies, including the Small Projects Waiver, which waives the BABAA requirements for all projects that do not exceed the federal simplified acquisition threshold (currently set at $350,000). Grantors and grantees of this grant must also ensure that all contracts (including purchase orders) subject to BABAA include a required contract clause and self-certification of compliance pursuant to *FEMA Interim Policy #207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure.*

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grantor who, in turn, will forward the disclosures to FEMA, the federal awarding agency; grantees will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

See 2 CFR Part 184 for BABAA requirements.

15. Grantee (Subrecipient) Monitoring
Grantee Monitoring – The linked document explains NCDPS/NCEM monitoring for all SLCGP grantees and is incorporated by reference into this MOA.

16. Points of Contact
To provide consistent and effective communication between GRANTOR and GRANTEE, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contacts shall be NCEM Preparedness Grants Management Branch and NCEM Regional Branch Office. GRANTEE's contact shall be the

person(s) designated by the GRANTEE in *Salesforce*. GRANTEE is required to keep GRANTOR informed and *Salesforce* updated if there are any changes in POC over the course of the period of performance.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

A. As for the date of disclosure and/or delivery, is already known to the party receiving such information.

B. Is or becomes part of the public domain, through no fault of the receiving party.

C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to confidential information.

17. **Public Records Access**
While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by GRANTOR in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

18. **Contracting/Subcontracting**
If GRANTEE contracts/subcontracts any or all purchases or services under this MOA, then GRANTEE agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. GRANTEE and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If GRANTEE contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with GRANTEE Responsibilities in paragraph 9 above.** A contractual arrangement shall in no way relieve GRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. GRANTEE is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2025 SLCGP NOFO referenced herein.

19. **Antitrust Laws**
All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. **Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 –** John S. McCain National Defense Authorization Act of Fiscal Year 2019

Grantors, grantees, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and **2 C.F.R. §§200.216, 200.327, 200.471,** and **Appendix II to 2 C.F.R. Part 200**. The statute – as it applies to DHS grantors, grantees, and their contractors and subcontractors– prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200 covered telecommunications equipment or services means:

A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment; or

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services."

See 2 C.F.R. § 200.471. ***FEMA Policy #405-143-1*** Guidance is available, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

21. Divestment and Do-Not-Contract Rules

The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available at: https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules.

GRANTEE may not contract with any vendors on any of these designated divestment and do-not-contract lists using SLCGP grant funds, and GRANTEE must comply with all other requirements of these divestment and do-not-contract laws.

22. Acknowledgement of Federal Funding from DHS

Grantees must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Lobbying Prohibition

GRANTEE certifies, to the best of its knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all grantees shall certify and disclose accordingly.

This certification constitutes a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required under Section 1352 of Title 31, United States Code, as a condition for making or entering into this transaction. Any individual or entity that fails to submit the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

24. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions

During the performance of this agreement, GRANTEE for itself, its assignees and successors in interest agrees as follows:

A. Age Discrimination Act of 1975
Grantees must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

B. Americans with Disabilities Act of 1990
Grantees must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits grantees from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

C. Civil Rights Act of 1964 - Title VI
Grantees must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Grantees of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementation regulations at 44 C.F.R. Part 7.

D. Civil Rights Act of 1968
Grantees must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits grantors from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Grantees must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

F. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Grantors and grantees that are State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074 which addresses the transfer or purchase of certain military equipment by law enforcement. Grantors and grantees that are State, Tribal, local, or territorial law

enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

G. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Grantees must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that grantors of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Grantor Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

H. Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Grantors must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

I. Rehabilitation Act of 1973
Grantees must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance

J. Whistleblower Protection Act
Grantees must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

25. Assurance of Compliance with Privacy Act
Grantee agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Grantee, its third-party grantees, contractors, or their employees to accomplish a DHS function.

B. To notify DHS when the Grantees or any of its third-party contractors, subcontractors, grantees, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or grantee, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

D. To include the text of Sections 30 parts A through C in all third-party contracts, and subgrants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.

26. Best Practices for Collection and Use of Personally Identifiable Information
Grantees who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Grantees may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

27. Certification Regarding Drug-Free Workplace Requirements (Grantees Other Than Individuals)
Grantees must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the grantees is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

28. Foreign National Vetting Certification (FNVC)
GRANTEE is required to properly complete and submit FNVC for this grant award certifying that if any personnel funded in whole or in part by this grant are foreign nationals, they are properly vetted via the Form I-9 process, or alternatively that there are no personnel who are foreign nationals funded by this grant. GRANTEE will not be reimbursed for any expenditures unless/until GRANTEE properly completes and submits the required FNVC form. Costs for affected foreign national personnel funded in whole or in part by this grant may not be incurred until FEMA issues clearance.

Foreign National: A person without U.S. citizenship or nationality. This term is synonymous with "alien" as defined in section 101(a)(3) of the Immigration and Nationality Act (8 U.S.C. 1101(a)(3)).

For more information, see **Information Bulletin No. 568: Policy and Process for Foreign National Vetting in FEMA Non-Disaster Grant Programs** at https://www.fema.gov/grants/preparedness/about/informational-bulletins **(See document 3).**

29. Short Biographies/Resumes
GRANTEE may be required to submit short biographies and resumes upon request by DHS/FEMA and/or GRANTOR. This submission should include the type of entity, organizational leadership, and list of board members (if applicable) along with the names and business addresses of the individuals. Sensitive personally identifiable information (PII) such as personal addresses, phone numbers, etc. should not be included with this information. GRANTEE should retain this documentation with their grant files.

30. Additional Information
GRANTEE may be required to provide information on whether their work or mission involves supporting aliens [DHS/FEMA uses the term "aliens" instead of immigrants] - regardless of whether FEMA funds support such activities - and whether any FEMA funding was used for an activity involving support to aliens. GRANTEE may also be required to disclose if they have any "Diversity, Equity & Inclusion" (DEI) practices.

31. Term of this Agreement
Regardless of actual execution date, this MOA shall be in effect from 9/1/2025 to 3/31/2029.

32. Statement of OMB Assurances
GRANTEE must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

A. Grantees that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, grantees who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.

B. GRANTEE must complete the appropriate form(s) and Salesforce Chatter the form(s) to their NCEM grants manager(s) upon execution of this MOA. GRANTEE must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to GRANTEE's specific program to ensure that all possible situations are covered.

33. Situs
This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

34. Other Provisions/Severability
Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

35. Entire Agreement
This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

36. Modification
This MOA may be amended only by written amendments duly executed by GRANTOR and GRANTEE.

37. Termination
The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until POP end date. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA, and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the FY2025 SLCGP NOFO, incorporated by reference herein, GRANTEE shall reimburse NCEM for said property and/or expenses.

38. Compliance
GRANTEE shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the FY2025 SLCGP NOFO. GRANTEE shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon GRANTEE for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

See Grantee Monitoring - explains NCDPS/NCEM monitoring for all EMPG, HSGP, NSGP, SLCGP, EOCGP, HMEP, Tier II & CBCG grantees.

39. Execution and effective date
This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of GRANTEE, to NCEM on behalf of GRANTOR and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from 9/1/2025 to 3/31/2029. Failure to provide applicable reimbursement request(s), proofs of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

40. Documents
All documents in this MOA are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the documents hereto, the language of such documents shall be controlling, but only to the extent of such conflict or inconsistency.

B. All references in this MOA to the current DHS Standard Terms and Conditions. These provisions are incorporated by reference in this MOA and must be followed by GRANTEE as applicable.

C. This MOA includes the following documents incorporated by reference as if fully set out herein:

- Document 1 - Scope of Work / Approved Application and associated Budget in Salesforce: App-0001658
- Document 2 - FY25 DHS Standard Terms and Conditions
- Document 3 – Foreign National Vetting IB 568

AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are duly authorized to bind their respective principals to the terms of this Memorandum of Agreement (MOA). In witness whereof, the Recipient and Subrecipient have each executed this MOA, and the parties agree that it shall be effective as of the POP (Period of Performance) start date, regardless of the actual date of signature by any party.

For GRANTOR:

By: Signed by: William C. Ray BD9D1C9856624CB... **Date:** 8/13/2026

William C. Ray, Director & Deputy Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management

For GRANTEE:

By: Signed by: Debbie Reaves B9F5357FDD224BC... **Date:** 8/14/2026

By: Signed by: C2A89004B27A486... **Date:**) "* #!#'

By: Signed by: Rodney Neal E1161F0FD52D4AD... **Date:**) "* #!#'

Approved as to Form:

By: DocuSigned by: William Polk 89E06A3C9472449... **Date:** 8/13/2026

William Polk, Deputy General Counsel
Reviewed for the North Carolina Department of Public Safety to fulfill the purposes of the FY25 State and Local Cybersecurity Grant Program (SLCGP)

Appendix B: Example Subrecipient Template Certification of Compliance with Foreign National Vetting Requirements

The following is a template letter to be completed by the subrecipient. Subrecipients submit this certification to the primary recipient (e.g., State Administrative Agency or equivalent), not directly to FEMA.

To: **Asheboro city**

Subject: Subrecipient Certification of Compliance with Foreign National Vetting Requirements

Dear **Asheboro city,**

In accordance with the applicable Notices of Funding Opportunity, and the terms and conditions of the FY25 State and Local Cybersecurity Grant Program (SLCGP) **Asheboro city]** hereby certifies compliance with the foreign national vetting requirements as outlined below:

1. **Employment Eligibility Verification:**

   Ā **Asheboro city]** retains completed Form I-9, Employee Eligibility Verification, documentation for all employees whose personnel or fringe costs are charged directly to the federal award, consistent with the Immigration Reform and Control Act of 1986 and 8 C.F.R. Part 274a.

2. **No Foreign Nationals (if applicable):**

   Ā **Asheboro city** certifies that all personnel charged to the subaward are U.S. citizens or nationals and that the vetting requirements related to foreign nationals do not apply.

3. **Foreign Nationals Charged to the Award (if applicable):**

   Ā **Asheboro city** certifies that such individual has been properly vetted in accordance with federal employment eligibility requirements, and that form I-9 documentation is on file.

4. **Documentation and Record Retention:**

   Ā All vetting records, Form I-9 documentation, short bios, resumes, and other supporting materials referenced in this certification are retained by **Asheboro city** in accordance with federal statutes, regulations, award record retention requirements, and applicable laws.

   Ā Such documentation will be maintained in a manner consistent with privacy protections and made available to FEMA only upon request during monitoring or audit.

   Ā **Asheboro city** maintains organizational leadership and board member information on file and will provide it to the recipient upon request.

Attestation:
I, **Kristen Terry** certify that, to the best of my knowledge and belief, the information provided in this certification is accurate and complete. **Asheboro city** attests that vetting has been conducted consistent with federal grant requirements, and that subrecipient compliance has been verified.

Authorized Official Information (Subrecipients Only):

NAME: Kristen Terry TITLE: Human Resources Director

AGENCY | ORGANIZATION: Asheboro city

EMAIL: kterry@ci.asheboro.nc.us PHONE:

SIGNATURE: Signed by: Kristen Terry 9CB23026A9A048C... **DATE:** 8/19/2026

Instructions for completing the Foreign National Vetting form:

MANDATORY - Everyone is required to check BOTH boxes for 1 and 4!

Box #1 - Employment Eligibility Verification:

[Subrecipient Agency Name] retains completed Form I-9, Employee Eligibility Verification, documentation for all employees whose personnel or fringe costs are charged directly to the federal award, consistent with the Immigration Reform and Control Act of 1986 and 8 C.F.R. Part 274a.

Box #4 - Documentation and Record Retention:

1. All vetting records, Form I-9 documentation, short bios, resumes, and other supporting materials referenced in this certification are retained by **[Subrecipient Agency Name]** in accordance with federal statutes, regulations, award record retention requirements, and applicable laws.
2. Such documentation will be maintained in a manner consistent with privacy protections and made available to FEMA only upon request during monitoring or audit.
3. **[Subrecipient Agency Name]** maintains organizational leadership and board member information on file and will provide it to the recipient upon request.

MANDATORY - Depending on the situation (see description), GRANTEE will check EITHER box #2 or box #3.

Box #2 – You will select this box if the funds being used by the grant is not going towards salaries or if you do not have any foreign nationals in your agency and this is not applicable to your agency. (90% of the agencies will select this box).

2. **No Foreign Nationals (if applicable):**

   [Subrecipient Agency Name] certifies that all personnel charged to the subaward are U.S. citizens or nationals and that the vetting requirements related to foreign nationals do not apply. [Strike or indicate as N/A if not applicable]

BOX #3 – You will select this box **IF** you have a foreign national whose salary is being funded by the grant and in this case, you will select this box.

3. **Foreign Nationals Charged to the Award (if applicable):**

   [Subrecipient Agency Name] certifies that such individual has been properly vetted in accordance with federal employment eligibility requirements, and that form I-9 documentation is on file. [Strike or indicate as N/A if not applicable]

ORDINANCE TO AMEND THE GENERAL FUND
FY 2026-2027

WHEREAS, the City of Asheboro Cultural and Recreation Services Division was awarded a $5,000 grant from NC Amateur Youth Sports Grant Fund for the purchase of floor mats to be used at the Asheboro Recreation Center.

WHEREAS, the City of Asheboro Information Technology Department was awarded a grant in the amount of $23,561 from the FY25 State and Local Cybersecurity Grant Program (SLCGP). The grant # is EMW-2025-CY-05070 and the required Grant Match from the City of Asheboro is $15,708. The grant funds will be used for an improved firewall that protects the City of Asheboro network.

WHEREAS, the City of Asheboro desires to amend the 2026-2027 budget as required by law to adjust for changes in revenues and expenditures.

WHEREAS, the City Council of the City of Asheboro wants to be following all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

That the following revenue line items be increased:

Line Item	Description		Increase
10-000-350.0000	State Grant		5,000
10-000-350.0000	State Grant		23,561
10-000-399.0000	Fund Balance Allocation		15,708
		Total	44,269

That the following expense line items be increased:

Line Item	Description		Increase
10-620-534.0001	Other Supplies & Materials – Rec. Center Gym		5,000
10-480-534.0001	Updates – Antivirus and Wide Area Network Software		39,269
		Total	44,269

Adopted this 10th day of September 2026.

_____
W. Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
THE MCCRARY BASEBALLPARK IMPROVEMENTS FUND
FY 2026-2027

WHEREAS, The City of Asheboro is ready to proceed with building umpire restrooms at McCrary Baseball Park.

WHEREAS, the budgeted cost is $250,000.

WHEREAS, the McCrary Ballpark Improvements Fund needs to be amended to recognize changes in revenue and expenses that have changed since the budget was last adopted.

WHEREAS, the City Council of the City of Asheboro desires to be following all generally accepted accounting principles to incorporate new expenditures outline above.

THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina that the following revenue and expense line items are changed as follows:

Section 1: That the following revenue line items be increased:

Account #	Revenue Description	Increase
65-000-300.0000-65	Donations	$250,000

Section 2: That the following expense line items be increased

Account #	Expense Description	Increase
65-000-409.0003-65	Umpire Restrooms	$250,000

Adopted this 10th day of September 2026.

_____
W. Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2026-2027

WHEREAS, the City Council approved an agreement between Asheboro and Randolph County establishing a long-range water and sewer infrastructure plan for the eastern portions of the County on April 9, 2026;

WHEREAS, On July 9,2026, the City Council of the City of Asheboro approved the Seagrove Ulah Infrastructure Improvement Fund to account for revenues and expenditures associated with this project.

WHEREAS, Randolph County has agreed to share the cost associated with an Engineers report for the Seagrove Wastewater Treatment Facility.

WHEREAS The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in expenditures in comparison to the current fiscal year adopted budget.

WHEREAS the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

That the following Revenue line item be increased:

Account #	Description	Increase
30-000-399.0000	Fund Balance Allocation	$70,000

That the following Expense line item be increased:

Account #	Description	Increase
30-830-572.5800	TSF to Seagrove Ulah Infrastructure Improvement Fund	$70,000

Adopted this 10th day of September 2026.

_____
W. Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND THE SEAGROVE ULAH INFRASTRUCTURE IMPROVEMENT FUND FY 2026-2027

WHEREAS, the City Council approved an agreement between Asheboro and Randolph County establishing a long-range water and sewer infrastructure plan for the eastern portions of the County on April 9, 2026;

WHEREAS, On July 9,2026, the City Council of the City of Asheboro approved the Seagrove Ulah Infrastructure Improvement Fund to account for revenues and expenditures associated with this project.

WHEREAS, Randolph County has agreed to share the cost associated with an Engineers report for the Seagrove Wastewater Treatment Facility.

WHEREAS The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in expenditures in comparison to the current fiscal year adopted budget.

WHEREAS the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

That the following revenue line item be increased:

Account	Description	Increase
58-000-335.0021-58	Contribution from Randolph County	70,000
58-000-360.0001-58	Contribution – Water & Sewer Fund	70,000
		$140,000

That the following expenditures be increased:

Line Item	Description	Appropriated Amount
58-000-522.0000-58	Professional Services	$140,000

Adopted this 10th day of September 2026.

_____
W. Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

CITY OF ASHEBORO
NORTH CAROLINA

RZ-26-10

Application to rezone property 1138 Draper St. (Randolph County Parcel Identification Number 7762668822) to R10 (CZ) to allow a Planned Unit Development for Single-Family Dwellings

CITY OF ASHEBORO
PLANNING & ZONING

Zoning Map Amendment: RZ-26-10
Staff Report prepared for Asheboro City Council
Date: September 10, 2026 (updated September 10, 2026)

1. Request	
Applicant: Daniel Stickler	**Property Owner:** Waterford, RE LLC
Zoning ***Existing:*** R10 ***Proposed:*** R10 (CZ) Conditional Zoning ***History:*** None	
Required Notice ***Mailed Notice by Applicant:*** 7-22-26	
Mailed Notice by Staff:	8-24-26
Published Notice:	8-20-26 & 8-27-26
Posted Notice:	8-20-26

2. Site Information	
Location	1138 Draper St.
PIN	7762668822
Size	6.26 acres +/-
Jurisdiction	Corporate Limits
Current Land Use	Single Family Dwelling
Overlay Districts	None
Infrastructure	City utilities are available
Transportation	
Street Classification:	Draper St. is a local street; Gold Hill Rd. is a Minor Thoroughfare
Maintenance:	Draper St. and Gold Hill Rd. are State-Maintained
Other Notes:	2024 Annual Average Daily Traffic: Gold Hill Rd: 3,600 (2012 Capacity: 9,500) Draper St: 2,000 (2012 Capacity: 9,500)
Surrounding Land Use	
North:	Residential
South:	Residential
East:	Residential
West:	Residential

3. Staff Analysis

1) The proposed use is Residential Planned Unit Development for Single Family Dwellings, not to exceed 27 dwellings on 27 lots.
2) **R10 Residential District Statement of Intent:** The R10 Residential District is intended to provide regulations which will produce a moderate intensity of residential uses, usually single family or two family in character and served by central water supply and sewage disposal systems, plus the necessary governmental and other support facilities to service such urban intensity living.

3) **Relevant Zoning Ordinance Definitions:**
   Planned Development: Land under unified control to be planned and developed as a whole in a single development operation or a definitely programmed series of development operations. A planned development includes principal and accessory structures and uses substantially related to the character and purposes of the planned development. A planned development is built according to general and detailed plans which include not only streets, utilities, lots and building location, and the like, but also site plans for all buildings as are intended to be located, constructed, used, and related to each other, and plans for other uses and improvements on the land as related to the buildings. A planned development includes a program for the provision, operation, and maintenance of such areas, facilities, and improvements as will be for common use by some or all of the occupants of the planned development district, but which will not be provided, operated, or maintained at general public expense.
   Dwelling/Residence, Detached Single Family: An individual dwelling unit for one family located on an independent lot containing no other dwelling units.
4) Proposed lot sizes, widths, and setbacks are reduced from typical R10 ordinance requirements as allowed for Planned Unit Development. Overall project density (roughly 5.6 units per acre, excluding right-of-way) slightly exceeds R10 standards (typical 4-5 units per acre).
5) The Residential Planned Unit Development is proposed with dwellings within a lot containing the conditioned living space, a porch, and a garage sized to accommodate two vehicles, along with driveway parking spaces. The driveways and other space outside of the lots are proposed as a common area maintained by the homeowners' association.
6) The proposal extends Robins Nest Drive from the existing cul-de-sac to Draper Street as the primary access. With this extension, access is also available into the development from Gold Hill Road and East Allred Street, giving three access points into the neighborhood. The site plan was forwarded to NCDOT, who raised concerns over the proximity to the intersection of Gold Hill Road and Draper Street for Lots 10 and 11. The plan has since been updated to show the connection to these lots and the existing dwelling (Lot 27) being via Robins Nest Drive.
7) A 10' Screen "C" with 1 Evergreen tree every 20' & 1 shrub every 5', or preservation of existing hardwood trees, is proposed along the perimeter of the property. The most recent plan, received on September 9, also notes additional screening measures along part of the boundary line of 1757 and 1807 Gold Hill Road, including PINs 7762760704 and 7762763919 west of Gold Hill Road), and the addition of the buffer adjacent to 1690 and 1699 Robins Nest Court. Existing vegetation may be used if located within this area and providing equivalent or greater screening and opacity.
8) The applicant's engineer has provided a conceptual layout showing stormwater control measures near the southern side of the property.
9) The plan shows a recreation area near the southwestern corner of the property, connected to the proposed sidewalk network. The applicant has indicated that this will be used for a picnic area.

4. Modifications to Ordinance Regulations
1) (+) 10' Screen "C" along abutting properties
2) (+) Stormwater control measures
3) (+) Parking, with driveway and garage spaces, exceeds typical requirement for two spaces per dwelling plus 10% additional for visitor parking.

5. Summary of Proposed Zoning Conditions (subject to change prior to final report)
A) The uses approved shall be a Residential Planned Unit Development for Single Family Dwellings, not to exceed 27 dwellings on 27 lots.
B) Evaluation of changes necessitated by NCDOT permitting requirements shall be reviewed consistent with Section 4.05(C)(13).
C) Any utility infrastructure indicated by the City as required to be publicly maintained shall be located within a City of Asheboro utility easement. Surveying of any required easements shall be the responsibility of the property owner.
D) Prior to the preliminary plat approval, plans concerning water, including provisions for fire hydrants, streetlights, street and paving details, and sanitary sewage that comply with city policies shall be submitted and approved.
E) Changes related to locations of cluster box units (CBU) for mail delivery, as required by USPS or NCDOT, shall not be considered a modification of the conditional zoning district requiring council action.
F) Stormwater control measures designed by a licensed professional shall be provided. Measures shall control, at minimum, the ten-year post-development peak discharge rates to pre-development peak flow rates, for any net increase of built-upon area on the site. Prior to a Certificate of Occupancy, a licensed professional shall provide certification that the stormwater control measures were built according to plans. Any open water retention or drainage areas shall be managed to control mosquitoes. The property owner(s) shall be responsible for ownership and maintenance of any structural stormwater control measures and/or structures. The city shall not own or be responsible for maintenance of such structures and/or measures.
G) All dwellings/lots shall include a garage and driveway that, when combined, provides sufficient parking for three vehicles.
H) Outdoor recreational vehicle parking or storage shall be prohibited.
I) Open space shall be created and recorded consistent with the conditional zoning district site plan.
J) The recreation area shall be constructed and available for use prior to platting of the first phase of the development.
K) No new driveways or roadway connections not shown on the site plan shall be made to Gold Hill Road except for those shown on the submitted site plan unless determined by city staff and NCDOT to be necessary for public or emergency service response(s).
L) All terminations of public streets, whether permanent or temporary, shall comply with city ordinances and policies pertaining to turnaround and maneuvering areas.
M) A 10-foot landscape buffer shall be preserved or installed as shown on the approved plan.

N) Maintenance of all recreation/open space areas, landscaping, any utilities not publicly maintained, roads, and drainage facilities that are not specifically labeled on the approved site plan as publicly owned and maintained shall be the responsibility of the property owner and any successors in interest, including, but not limited to, the homeowners association (HOA).

O) Solid waste disposal for the project shall be consistent with city policies and codes.

P) Before the issuance of a Zoning Compliance Permit for the proposed land use, documentation shall be submitted detailing the following:
   i) Driveway permit approval from North Carolina Department of Transportation
   ii) Permitting from the North Carolina Department of Environmental Quality; and
   iii) Subdivision sketch design and preliminary plat showing compliance with zoning and subdivision ordinance requirements, compliance with all applicable city policies, such as but not limited to utilities and required easements, solid waste disposal, permanent and temporary turnarounds, addressing, road names, and on-street parking, and submittal of required review fees.

Q) Prior to recording a final plat for any phase of the development, homeowners' association documents, which contain provisions consistent with the terms of the adopted conditional zoning ordinance, shall be recorded in the Office of the Randolph County Register of Deeds and shall include, but not be limited to, maintenance responsibilities of the association.

R) All parties involved in this request, including the owner, successors, heirs, and assigns, agree to the conditions and approved site plan. Prior to the issuance of a Zoning Compliance Permit, the owner shall provide city staff with written acceptance of any zoning district conditions discussed and accepted during the public hearing.

S) The owner(s) of the Zoning Lot shall properly execute and deliver to the Zoning Administrator for recordation in the office of the Randolph County Register of Deeds a Memorandum of Land Use Restrictions prepared by the City Attorney for the purpose of placing notice of the conditions attached to this Conditional Zoning in the chain of title for the Zoning Lot.

6. Land Development Plan Consistency and Reasonableness	
Proposed Land Use Map	Suburban Residential
Growth Strategy Map	Primary Growth
Small Area Map	Northeast

LDP Goals/Policies Supporting Request

- Checklist Item 1: Rezoning is compliant with the Proposed Land Use Map.
- Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.
- Checklist Item 4: The proposed rezoning is compatible with surrounding land uses.
- Checklist Item 5: The proposed rezoning is compliant with the objectives of the Growth Strategy Map.
- Checklist Item 6: Existing infrastructure is adequate to support the desired zone.
- Checklist Item 8: The request is an adaptive reuse of a vacant or unused lot, or is an infill lot.
- Checklist Items 12-13: 12) Property is located outside of watershed; 13) Property is located outside of Special Hazard Flood Area;

- Goal 4.2: Environmental impact mitigation and education

LDP Goals/Policies Not Supporting Request

- Checklist Item 14: Rezoning is located on steep slopes of greater than 20% *(primarily contained within southern section of the property)*.

7. Planning Board Recommendation and City Council Action Items	
Staff Recommendation	Approve
Planning Board Recommendation	Approve
Planning Board Plan Consistency and Reasonableness Statement	The requested conditional zoning is consistent with the Growth Strategy Map of the Land Development Plan, as well as multiple goals and policies, including those related to consistency with surrounding land uses, adaptive reuse of underutilized land, and environmental impact mitigation. The request is reasonable given the surrounding residential development, the benefit to the community through additional housing opportunities, protection to neighboring properties through buffer and stormwater conditions, and proposed density that is relatively comparable to general R10 standards, but with added amenities of sidewalks, additional parking, open space, and recreational space that would not be required in a general R10 zoning district.
City Council Action Items	1) Approve or deny zoning map amendment RZ-26-10; rezone property at 1138 Draper St. (Randolph County Parcel Identification Number 7762668822) to R10 (CZ) to allow a Planned Unit Development for Single-Family Dwellings 2) Attach zoning conditions as summarized or with modifications. 3) Adopt Plan Consistency and Reasonableness Statement

Motions with Consistency and Reasonableness Statements	
Motion 1: Concurrence with Planning Board Recommendation and Statement	I move to approve rezoning request RZ-26-10, attaching conditions as summarized, and to adopt the plan consistency and reasonableness statement articulated by the city staff.
Motion 2: Approval with Modification	I move to approve rezoning request RZ-26-10, attaching conditions as modified *(state additional or modified conditions)*, and to adopt the plan consistency and reasonableness statement articulated by the city staff.
Motion 3: Denial	I move to deny rezoning request RZ-26-10, finding that the plan consistency and reasonableness statement articulated by the city staff does not accurately describe the application's consistency with the Land Development Plan or its reasonableness for the following reason(s): *- State which goals or policies from the report support the motion to deny, and/or* *- State factors that make the request not reasonable (size of the property or project, impact on neighbors, and other public interest considerations supporting the determination to deny.*

Plan Consistency and Reasonableness Statement Information	
Plan Consistency	G.S. 160D-605 requires that governing boards approve a brief statement describing whether its action is consistent or inconsistent with the adopted land-use plan when adopting or rejecting any zoning text or map amendment. When considering if a request is consistent or inconsistent, the Council may reference the maps, goals, and policies of the Land Development Plan, as well as changing conditions since the plan's adoption.
Reasonableness	G.S. 160D-605 requires that governing boards approve a brief statement analyzing the reasonableness of any zoning map amendment being approved or denied. This statement of reasonableness may consider, among other factors: (i) the size, physical conditions, and other attributes of the area proposed to be rezoned (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community (iii) the relationship between the current actual and permissible development on the tract and adjoining areas, and the development that would be permissible under the proposed amendment (iv) why the action taken is in the public interest (v) any changed conditions warranting the amendment

Notes:
1. This project is not located within a special flood hazard area per NCFRIS.
   Map #: 3710776200J Effective Date: 1/2/2008
2. Area calculated by coordinate geometry.
3. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
4. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
5. Plat Reference
   PB:5
   PG:45
6. Tax PIN: 7762668825
7. Setbacks: Proposed 20' Setback on All Lines; Setbacks on subdivided lots within development are 0.
8. Proposed Use: Residential Planned Unit Development
9. Zoning: R10
10. Proposed Zoning: R10 (CZ)
11. Use will meet all City of Asheboro preformance standards.
12. Buffers: 1 Evergreen tree every 20' & 1 shrub every 5', or existing hardwood trees.
13. 27 Lots Proposed
14. Average Lot Size: 1,402 Sq. Ft.
15. 1,143' of Linear Street Proposed
16. Properties within 50' of subject property are zoned R10
17. Buffer in this Area will be 1 Evergreen tree every 10' & 1 Shrub every 5' or existing hardwood trees.

Site Data:
Area Within Common Area: 3.151 Acres
Area Within Building Units: 38,729 Sq. Ft.
Area Within Recreation Area: 23,863 Sq. Ft.
Area Within Proposed R/W: 1.067 Acres

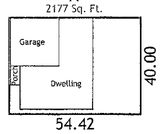
Total Area: 5.652 Acres (Does NOT include Area To Be Dedicated to Draper Street Public R/W)

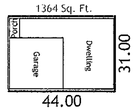
Impervious Surface Data:
Building Envelopes: 38,729 Sq. Ft.
Concrete(Driveways, Curb, Sidewalks): 33,333 Sq. Ft.
Asphalt: 24,830 Sq. Ft.
Total Area Within Tract: 246,220 Sq. Ft. (5.652 Acres)

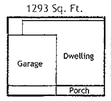
Total Impervious Area: 96,892 Sq. Ft./ 39% Impervious

Proposed Setbacks:
20' Side Setback
20' Rear Setback
25' Front Setback
Existing Dwelling Labeled Lot 27 will be exempt from these setbacks. Lot Boundary will consist of the building itself and no addition and/or accessory structure shall be proposed
Setback Within Building Envelopes is 0'

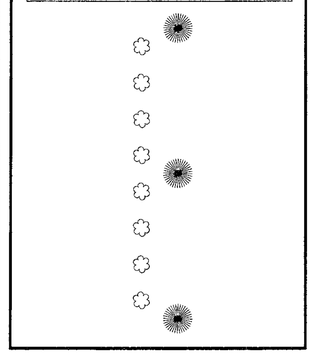
Lot Size Diagram:
Buildings Subject to Change

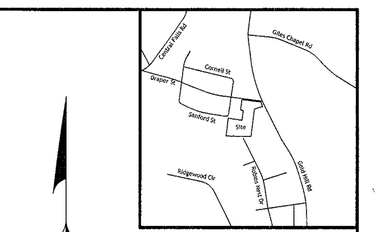
A
2177 Sq. Ft.


B
1364 Sq. Ft.


C
1293 Sq. Ft.


Landscaping Buffer:
Shrubs placed 5' Apart on center & Evergreen Trees (1 Per 20') proposed in areas where existing hardwood vegetation is not equivalent to planted evergreen screening





Location Map
(Not to Scale)

Grid North NAD 83 (2011)

Hardwood Tree
Evergreen Tree
Stone
R/W - Right of Way Monument
RRS - Railroad Spike
HIR - New iron Rod
NIP - New iron Pipe
HCGS Monument
EH - Existing Nail
EIR - Existing Iron Rod
EIP - Existing Iron Pipe
Existing Concrete Monument
Bench Mark
Computed Point / Point Not Set
Well
Property Line
Computed Property Line
Right of Way Line
Easement Line
Tie Lines
Setback Lines
Gas Line
Sanitary Sewer Line
Storm Sewer Line
Water Line
Fence
Overhead Utility Line
Overhead Power Line
Underground Electric Line
Underground Comm. Line
100-Year Flood Hazard Line
Floodway
C/L Railroad
Catch Basin
Yard Inlet
Storm Sewer Manhole
Junction Box
Drop Inlet
Irrigation Control Valve
Back Flow Preventer
Water Valve
Water Manhole
Water Meter
Fire Dept. Connection
Fire Hydrant
Utility Pole
Telephone Pedestal
Telephone Pole
Transformer
Communications Manhole
SS - Sanitary Sewer
SS Manhole
SS Cleanout
U/G Power Box
Power Pole
Light Pole
Guy Pole
Gas Valve
Guy Wire
Gas Manhole
Gas Meter
Electric Meter
Electric Manhole
Spot Elevation

LINE	BEARING	DISTANCE
B1	N 87°35'40" W	54.42'
B2	N 02°24'20" E	40.00'
B3	S 87°35'40" E	54.42'
B4	S 02°24'20" W	40.00'
B5	N 87°35'40" W	54.42'
B6	N 02°24'20" E	40.00'
B7	S 87°35'40" E	54.42'
B8	S 02°24'20" W	40.00'
B9	N 57°42'19" W	44.00'
B10	N 32°17'41" E	31.00'
B11	S 57°42'19" E	44.00'
B12	S 32°17'41" W	31.00'
B13	N 57°42'19" W	44.00'
B14	N 32°17'41" E	31.00'
B15	S 57°42'19" E	44.00'
B16	S 32°17'41" W	31.00'
B17	N 77°29'34" W	32.33'
B18	N 12°30'26" E	40.00'
B19	S 77°29'34" E	32.33'
B20	S 12°30'26" W	40.00'
B21	N 80°52'56" W	32.33'
B22	N 09°07'04" E	40.00'
B23	S 80°52'56" E	32.33'
B24	S 09°07'04" W	40.00'
B25	N 80°52'56" W	32.33'
B26	N 09°07'04" E	40.00'
B27	N 80°52'56" W	32.33'
B28	S 09°07'04" W	40.00'
B29	N 80°52'56" W	32.33'
B30	N 09°07'04" E	40.00'
B31	S 80°52'56" E	32.33'
B32	S 09°07'04" W	40.00'
B33	N 85°29'59" W	32.33'
B34	N 04°30'01" E	40.00'
B35	S 85°29'59" E	32.33'
B36	S 04°30'01" W	40.00'
B37	N 06°44'38" E	44.00'
B38	S 83°15'22" E	31.00'
B39	S 06°44'38" W	44.00'
B40	N 83°15'22" W	31.00'
B41	N 21°07'22" W	31.00'
B42	N 68°56'31" E	44.00'
B43	S 21°07'29" E	31.00'
B44	S 68°56'31" W	44.00'
B45	S 82°44'16" E	44.00'
B46	S 07°15'44" E	31.00'
B47	N 82°44'16" W	44.00'
B48	N 07°15'44" E	31.00'
B49	S 82°44'16" E	44.00'
B50	S 09°07'30" W	31.00'
B51	N 84°52'30" W	44.00'
B52	N 05°07'30" E	31.00'
B53	S 85°45'31" E	32.33'
B54	S 04°14'29" W	40.00'
B55	N 85°45'31" W	32.33'
B56	N 04°14'29" E	40.00'
B57	S 80°55'13" E	32.33'
B58	S 09°04'47" W	40.00'
B59	N 80°55'13" W	32.33'
B60	N 09°04'47" E	40.00'
B61	S 80°55'13" E	32.33'
B62	S 09°04'47" W	40.00'
B63	N 80°55'13" W	32.33'
B64	N 09°04'47" E	40.00'
B65	S 80°55'13" E	32.33'
B66	S 09°04'47" W	40.00'
B67	N 80°55'13" W	32.33'
B68	N 09°04'47" E	40.00'
B69	S 63°20'48" E	32.33'
B70	S 26°39'12" W	40.00'
B71	N 63°20'48" W	32.33'
B72	N 26°39'12" E	40.00'
B73	S 08°16'08" W	44.00'
B74	N 81°43'52" W	31.00'
B75	N 08°16'08" E	44.00'
B76	S 81°43'52" E	31.00'
B77	S 05°53'35" W	44.00'
B78	N 84°06'25" W	31.00'
B79	N 05°53'35" E	44.00'
B80	S 84°06'25" E	31.00'
B81	S 31°30'57" E	44.00'
B82	S 58°29'03" W	31.00'
B83	N 31°30'57" W	44.00'
B84	N 58°29'03" E	31.00'
B85	S 63°12'05" E	44.00'
B86	S 26°47'55" W	31.00'
B87	N 63°12'05" W	44.00'
B88	N 26°47'55" E	31.00'
B89	N 75°15'49" E	44.00'
B90	S 14°44'11" E	31.00'
B91	S 75°15'49" W	44.00'
B92	N 14°44'11" W	31.00'
B93	N 37°02'04" E	44.00'
B94	S 52°57'56" E	31.00'
B95	S 37°02'04" W	44.00'
B96	N 52°57'56" W	31.00'
B97	N 19°33'09" E	44.00'
B98	S 70°26'51" E	31.00'
B99	S 19°33'09" W	44.00'
B100	N 70°26'51" W	31.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	669.42'	62.18'	62.16'	N 84°10'10" W	5°19'25"
C2	1616.47'	20.39'	20.38'	S 16°24'48" E	0°43'21"
C3	163.37'	137.86'	133.80'	S 08°07'17" W	48°20'48"
C4	285.49'	118.66'	117.81'	S 20°27'14" W	23°48'53"
C5	982.52'	92.61'	92.57'	S 09°46'47" W	5°24'02"
C6	1046.78'	88.16'	88.13'	S 05°29'32" W	4°49'32"
C7	1096.78'	92.37'	92.34'	N 05°29'32" E	4°49'32"
C8	932.52'	87.89'	87.86'	N 05°46'47" E	5°24'02"
C9	235.49'	97.88'	97.18'	N 20°27'14" E	23°48'53"
C10	281.27'	45.83'	45.78'	S 78°51'41" E	9°20'06"
C11	20.00'	17.89'	17.29'	S 57°56'26" E	51°14'37"
C12	54.00'	268.64'	65.72'	N 05°09'41" E	285°01'14"
C13	20.00'	19.03'	18.32'	S 69°53'43" W	54°30'29"
C14	241.72'	28.65'	28.63'	N 79°27'20" W	6°47'25"
C15	213.37'	11.45'	11.45'	N 00°36'07" W	3°04'28"
C16	213.37'	51.81'	51.69'	N 09°09'44" W	13°54'46"
C17	1666.47'	3.65'	3.65'	N 16°06'54" W	0°07'32"

LINE	BEARING	DISTANCE
L1	N 07°54'17" E	27.88'
L2	N 07°54'17" E	10.00'
L3	S 07°54'17" W	10.00'
L4	S 07°54'17" W	28.39'
L5	N 04°24'20" E	20.00'
L6	N 18°14'28" E	20.55'
L7	N 31°21'00" E	21.21'
L8	N 04°11'15" E	34.85'
L9	N 09°32'49" E	22.50'
L10	N 07°48'20" E	20.65'
L11	N 07°54'17" E	21.31'
L12	N 04°30'01" E	23.49'
L13	N 18°04'13" W	24.08'
L14	N 70°32'53" E	25.68'
L15	N 75°47'50" E	37.41'
L16	S 08°09'01" W	21.62'
L17	S 25°00'19" E	24.58'
L18	S 08°14'47" W	25.69'
L19	S 04°36'56" W	20.71'
L20	S 08°16'11" W	21.52'
L21	S 19°12'13" W	19.71'
L22	N 63°36'26" W	21.52'
L23	N 63°12'47" W	23.79'
L24	S 79°18'31" W	46.86'
L25	S 42°37'52" W	44.88'
L26	S 06°24'19" W	51.52'
L27	S 30°53'19" E	50.12'
L28	S 65°07'42" E	33.86'
L29	N 65°07'42" E	37.40'

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

I, Dan W Tanner II, certify that this plat was prepared under my supervision from an actual field survey of description(s) as recorded in:

Book 3018 , page 1960 ;

That the boundaries not surveyed are clearly indicated as such and were plotted from information as referenced hereon; That the ratio of precision as calculated was 1:10000+ and that the global navigation satellite system (GNSS) was used to perform a portion of this survey and the following information was used:

(1) Class of survey: Class A
(2) Positional accuracy: <0.10'
(3) Type of GNSS field procedure: Real-Time Kinematic Networks
(4) Dates of survey: January 01, 2020
(5) Datum/Epoch: NAD83(2011) / 2010.00
(6) Published/Fixed-control use: North Carolina Real Time Network
(7) Geoid model: Geoid18
(8) Combined grid factor(s): 0.99999999
(9) GPS/GNSS Scale Point:
N:700,000.00 E:1,000,000.00 Z:700.00
(10) Units: US Survey Feet

In accordance with NC General Statute 47-30(f)11a
I further certify this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

That this plat meets the requirements of the standards of practice for land surveying in North Carolina (21 NCAC 56.1600) and that this plat was prepared in accordance with G.S 47-30 as amended. Witness my hand and seal this the 20th day of July, A.D. 2026.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

NORTH CAROLINA PROFESSIONAL SEAL L-4787 LAND SURVEYOR DAN W TANNER II

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

Professional Land Surveyor L-4787

Major Subdivision Site Plan For:
Macy's Meadow
City of Asheboro
Asheboro Township Randolph County
North Carolina July 20, 2026

Current Owners:
Waterford RE, LLC
Adrian Perdue
5607 Tradd Drive
Greensboro, NC 27455

Scale: 1" = 40 US Survey Feet

Bar Scale:
0' 40' 80' 120'

SURVEY CAROLINA, PLLC
154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

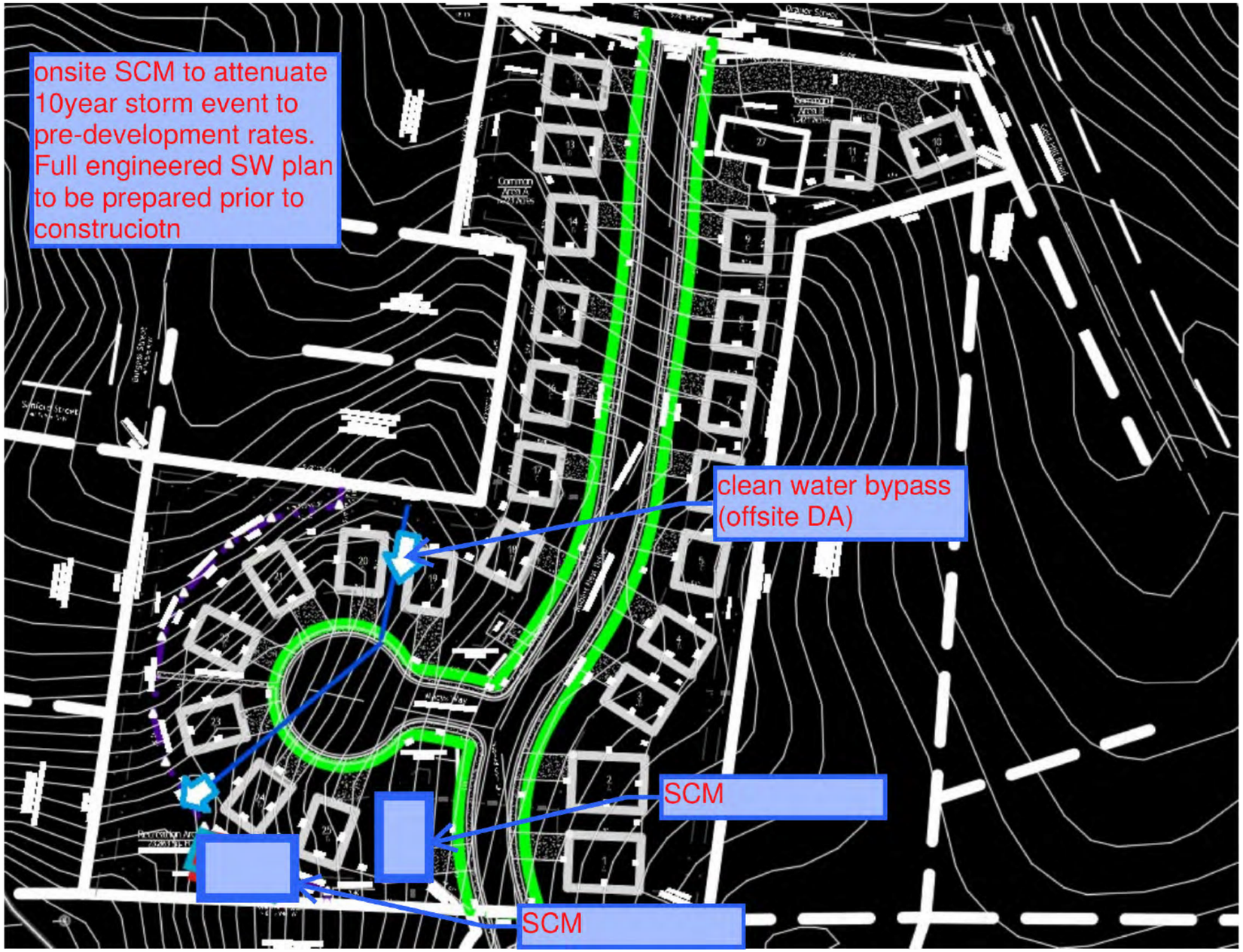
Firm #: P-1110
© 2026 Survey Carolina, Pllc
Drawn By: HRM
Checked By: DWT
Job #: 19138

MACY'S MEADOW SUBDIVISION

Preliminary Stormwater Management Concept | 1138 Draper Street, Asheboro, NC

Prepared for Planning Board discussion and public hearing

Summey Engineering Associates, PLLC
Prepared for: Daniel & Tammy Stickler
Date: August 24, 2026

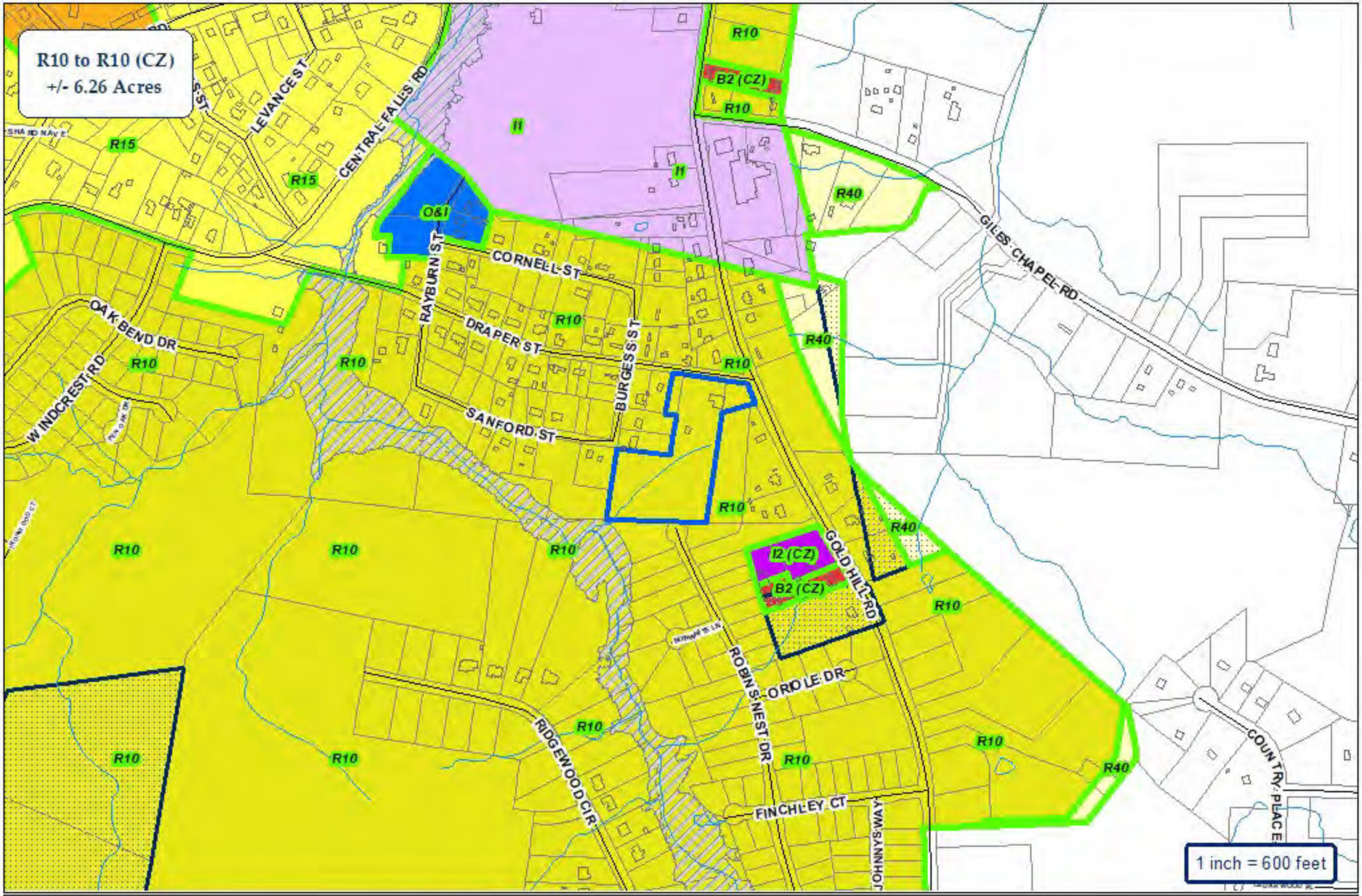


Base drainage exhibit: Survey Carolina PLLC, updated preliminary plat annotated by Summey Engineering Associates, PLLC

DESIGN INTENT & RESPONSE TO CITY COMMENTS

- **Quantity control:** On-site SCMs are sized to attenuate the post-development 10-year storm to pre-development discharge rates, consistent with the City's built-upon-area (BUA) threshold policy.
- **Built-upon-area:** A full BUA calculation (building envelopes, driveways, roadway) will be provided with the engineered SW plan to confirm SCM sizing and count of quantity-control measures required.
- **SCM placement:** SCMs are sited near the low point(s) of the site to capture on-site runoff before it leaves the property, consistent with TRC's suggestion to locate BMPs near Lots 1–3 / 23–25.
- **Next step:** This is a preliminary concept for rezoning-stage discussion. A full engineered stormwater management plan, sealed by a licensed engineer, will be prepared and submitted for review prior to construction / preliminary plat.

PRELIMINARY — FOR DISCUSSION PURPOSES ONLY. Concept subject to change. Full engineered stormwater plan to be prepared and submitted prior to construction.
Not for construction, recordation, or permitting.



City of Asheboro Planning & Zoning Department

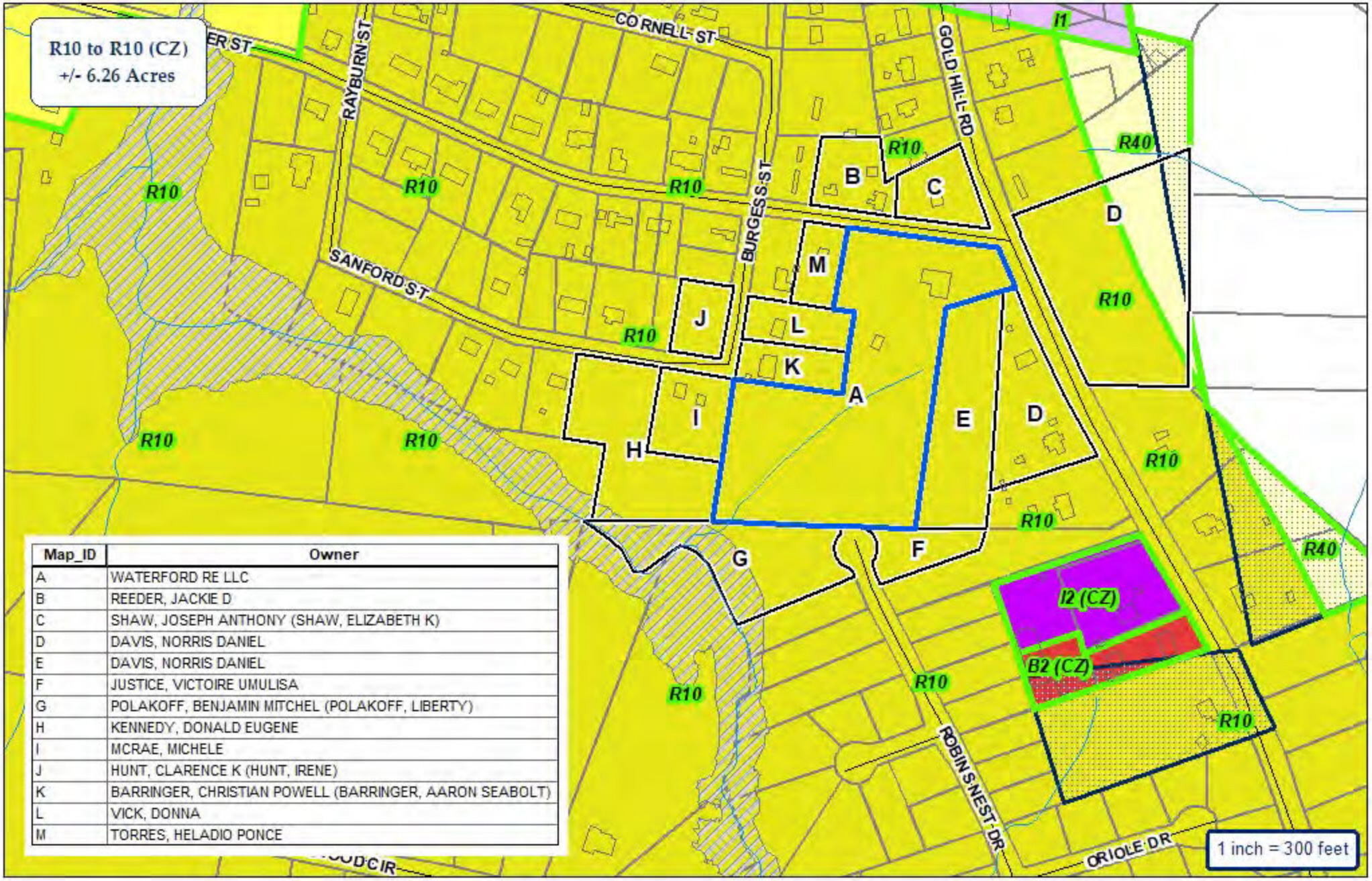
Rezoning Case: RZ-26-10

Parcels: 7762668822

ETJ

Subject Property

Zoning



Map_ID	Owner
A	WATERFORD RE LLC
B	REEDER, JACKIE D
C	SHAW, JOSEPH ANTHONY (SHAW, ELIZABETH K)
D	DAVIS, NORRIS DANIEL
E	DAVIS, NORRIS DANIEL
F	JUSTICE, VICTOIRE UMULISA
G	POLAKOFF, BENJAMIN MITCHEL (POLAKOFF, LIBERTY)
H	KENNEDY, DONALD EUGENE
I	MCRAE, MICHELE
J	HUNT, CLARENCE K (HUNT, IRENE)
K	BARRINGER, CHRISTIAN POWELL (BARRINGER, AARON SEABOLT)
L	VICK, DONNA
M	TORRES, HELADIO PONCE

City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-26-10

Parcels: 7762668822

ETJ

Subject Property
Adjoining Properties
City Zoning



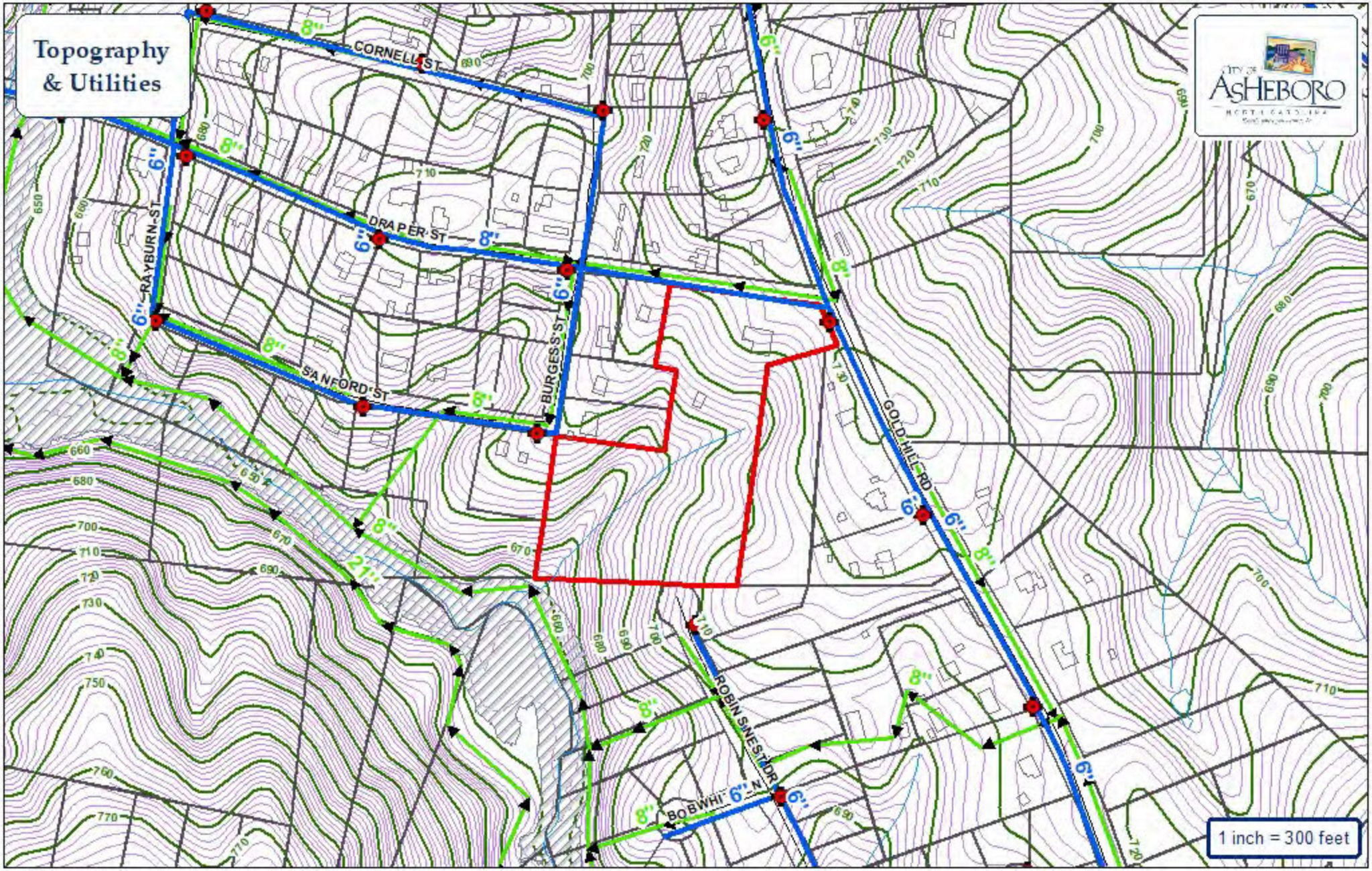
City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-26-10

Parcels: 7762668822

Subject Property

Zoning



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-26-10

Parcels: 7762668822

APPLICANT INFORMATION

Applicant Daniel Stickler Applicant's Phone # 336-362-4715

Applicant's Address 5607 Tradd Dr

Greensboro, NC

Applicant email address [redacted]

PROPERTY INFORMATION

Property Owner's Name Waterford RE, LLC

Location of Property 1139 Draper St., Asheboro Property Size (ac. or s.f.) 6.26AC.

Randolph County Property Identification Number (PIN#) 7762668822

Current Zoning District R10 Requested Zoning District R10 (CZ)

Date Property Title Acquired June 12, 2026 Deed Book 3018 Page 1960

Subdivision _____ Section _____ Lot # _____

Plat Book 5 Page 45

CONDITIONAL ZONING DISTRICT INFORMATION (Attach additional sheets if necessary)

1. Application is hereby made to the City of Asheboro for a Conditional Zoning District for the following purpose:

The purpose of this conditional zoning district request is to allow the development of an approximately six acre tract into a thoughtfully planned single-family residential neighborhood consisting of approximately 26 detached homes. The proposed development will provide additional housing opportunities while utilizing the property in a manner that is compatible with the surrounding residential area.

As part of the development, the project will extend and connect Robins Nest Dr. and Draper St., improving connectivity within the neighborhood and enhancing access for residents, emergency services, and public utilities. The proposed layout is intended to create an attractive residential community that is consistent with the City's long-term planning objectives while providing appropriate infrastructure improvements and responsible land development.

2. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

The proposal represents an efficient use of the property that maintains neighborhood character and supports the City's goals for managed growth, quality housing, and coordinated transportation.

For questions (3) and (4), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

3. Are there alleged errors in this Ordinance that would be corrected by the proposed amendment? If so, give a detailed explanation of such error and detailed reasons how the proposed amendment will correct the errors.

_____

_____

Does not apply ☒

4. What are the changed or changing conditions, if any, in the jurisdiction of the City of Asheboro generally, which would make the proposed amendment reasonably necessary to the promotion of public health, safety, and general welfare?

A PUD district provides the flexibility necessary to design a neighborhood that better responds to the site's characteristics while maintaining the overall intent of single-family residential development.

Does not apply ☐

5. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

The proposed PUD provides public benefits such as improving connectivity between Robins Nest Drive and Draper St., enhanced access for emergency services and public utilities, and a more connected local street network. The proposed PUD will also allow for a coordinated neighborhood design that utilizes existing infrastructure efficiently and expands the City's inventory of single-family housing. By creating moderately sized residential lots, the development will offer additional homeownership opportunities while maintaining the character of the surrounding area.

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for a Conditional Zoning District rests with the applicant.

No application for a Conditional Zoning District will be advertised for public hearing until the Planning and Zoning Department has received all required materials. If all required materials are not received prior to the specified deadlines, hearings for the case may be delayed.

Per Section 4.05 of the zoning ordinance, it is intended that property will be reclassified to a Conditional Zoning District only in the event of firm plans to develop the property. Accordingly, subject to any specific durational limits imposed by the ordinance applying conditional zoning to the Zoning Lot, if no action has been taken to obtain a Zoning Compliance Permit in conformance with the conditional zoning ordinance within 36 months of the City Council's approval of conditional zoning for the Zoning Lot, the Community Development Director or his or her designee shall initiate appropriate action to rezone the Zoning Lot to a general zoning classification that is consistent with the adopted comprehensive plan.

Applicant Signature

_____

Printed Name of Authorized Signatory (if different from Applicant)

Daniel Stickler

Position/Relationship of Authorized Signatory to Applicant

Representative

Owner Signature (if different than Applicant)

(Tammy Stickler)

Owner Address

5607 Tradd Dr.
Greensboro, NC 27455

Telephone Number

(336) 362-4718

Printed Name of Authorized Signatory (if different from Owner)

Waterford RE LLC by Tammy Stickler

Position/Relationship of Authorized Signatory to Owner

Director

STAFF USE

Received by: JTL ***Date:*** 7-1-26 ***Case Number:*** RZ-26-10

CITY OF ASHEBORO
NOTICE OF CONDITIONAL ZONING DISTRICT HEARING

This is to notify you that I (we) Waterford RE LLC have filed an application with the City of Asheboro for a Conditional Zoning District for the property located at 1138 Draper St., Asheboro, NC for the purpose of developing a single land tract into a single-family residential neighborhood and to extend a connection from Robins Nest Dr. to Draper St.

On Monday, August 3, 2026, at 6:00 PM, the Planning Board will review the Conditional Zoning District request and forward its recommendation to City Council. As part of this process, you and others will have an opportunity to speak concerning the request and offer input.

On Thursday, September 10, 2026, at 6:00 pm the City Council will hold a public hearing on the Conditional Zoning District request. As part of this process, you and others again will have an opportunity to speak concerning the request and offer input.

The meetings will be held in the City Council Chambers, 146 North Church Street, Asheboro, NC. The Council, after considering the information/testimony presented during the public hearing and reviewing the report of the Planning and Zoning Department and recommendation of the Planning Board, will take action on the application. Such action may include approval of the request, referral back to the Planning Board, denial of the request, or approval of a modified version of the request on the basis of the Council's determination that such action is reasonably necessary to promote the public health, safety, or general welfare and to achieve the purposes of the adopted Land Development Plan. The meeting is open to the public and your participation is encouraged. If you have any questions, please contact the Planning and Zoning Department at 336-626-1201 Ext. 2392. In addition, you may contact me (or my representative) Daniel Stickle at (336) 362-4715.

BK 3018 PG 1960 - 1962 (3) DOC# 20221707
This Document eRecorded: 06/12/2026 01:17:40 PM
Fee: $26.00 DocType: DEED Tax: $412.00
Randolph County, North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: **$412.00**	Recording Time, Book and Page
Tax Map No.	Parcel Identifier No.7762668822

Mail after recording to: GRANTEE: **5607 Tradd Drive, Greensboro NC 27455**
This instrument was prepared by: **THE ADELIA SCHIFFMAN LAW GROUP licensed North Carolina Attorneys. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.**

Title Company: South City Title

THIS DEED made this the **5th** day of **June 2026**, by and between

GRANTOR
JOSHUA HOWELL, UNMARRIED

4357 WILLOW GROVE TRAIL, ASHEBORO, NC 27205

GRANTEE
WATERFORD RE, LLC
And

ADRIAN PERDUE

5607 Tradd Drive, Greensboro NC 27455

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land and more particularly described as follows:

See Attached Exhibit A

Submitted electronically by "Adelia Schiffman Law Group, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Randolph County Register of Deeds.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 3008, Page 574, Randolph County Registry.

A map showing the above described property is recorded in Plat Book 5, Page 45, and referenced within this instrument.

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

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:
ALL EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD, IF ANY, AND AD VALOREM TAXES FOR THE CURRENT YEAR.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

JOSHUA HOWELL

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, William A. Mason, a Notary Public in and for said State and County, do hereby that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **JOSHUA HOWELL**

WITNESS my hand and seal, this the 12th day of **June, 2026.**

, Notary Public

My Commission Expires: 4-16-2028

William A Mason
NOTARY PUBLIC
Guilford County
North Carolina
My Commission Expires April 16, 2028

EXHIBIT A

FIRST TRACT: Lots Nos. 16 and 17, Block E, of the Willow Springs Park Subdivision, as shown by plat recorded in Plat Book 5, Page 45, in the office of the Register of Deeds of Randolph County, North Carolina.

SECOND TRACT: BEGINNING at an iron pipe, T. S. Wilson's present northeast corner, the same being the northeast corner of Lot #17, Block E of Willow Springs Park Subdivision, Plat Book 5, Page 45, in the office of the Register of Deeds for Randolph County, thence South 78 degrees 30 minutes East 23 feet to an iron pipe; thence South 11 degrees 32 minutes West 475.68 feet to an iron pipe; thence North 85 degrees 00 minutes West 23 feet to an iron pipe, T. S. Wilson's present southeast corner, the same being the southeast corner of Lot #17, Block E, thence North 11 degrees 32 minutes East 478.30 feet to the Beginning.

THIRD TRACT: BEING Lots Nos. 3, 4, 5 and 6, Block "E", of the Willow Springs Park Subdivision. For further reference see plat recorded in Plat Book 5, Page 45, in the Register of Deeds office of Randolph County.

For Informational Purposes Only:
Parcel #: 7762668822
Property Address: 1138 Draper Street, Asheboro, NC 27203

RZ-26-11

Application to apply initial zoning to city-owned property near the Asheboro Regional Airport.
(Randolph County Parcel Identification Numbers 7639229344, 7639312766, 7639219308, 7639205494, 7639412973, 7639229805, 7639239157, 7639239453, 7639332815, 7639473372, 7639479760, 7639579806, 7639454641, 7639551008, 7639690113 & 7639691287)

Zoning Map Amendment: RZ-26-11
Staff Report prepared for Asheboro City Council
Date: September 10, 2026

1. Request	
Applicant: City of Asheboro	**Property Owner:** City of Asheboro
Zoning ***Existing:*** Randolph County RA (Residential Agriculture) ***Proposed:*** A (Airport) and I1 Industrial ***History:*** Neighboring city-owned airport properties are zoned A (Airport)	
Required Notice ***Mailed Notice by Applicant:*** 7-10-26	
Mailed Notice by Staff:	8-24-26
Published Notice:	8-20-26 & 8-27-26
Posted Notice:	8-25-26

2. Site Information	
Location	NC Hwy 49, Union Church Rd, Tot Hill Farm Rd, Pilots View Rd
PIN	7639229344, 7639312766, 7639219308, 7639205494, 7639412973, 7639229805, 7639239157, 7639239453,7639332815, 7639473372, 7639479760, 7639579806, 7639454641, 7639551008, 7639690113 & 7639691287
Size	260 acres +/-
Jurisdiction	Randolph County
Current Land Use	Undeveloped
Overlay Districts	Airport
Infrastructure	City utilities in vicinity (see utilities map)
Transportation	
Street Classification:	NC Hwy 49: Expressway. NCDOT also classifies NC 49 South as a Strategic Transportation Corridor moving high volumes of people and freight across the state (see attachment).; Tot Hill Farm/Union Church Rd: Minor Thoroughfare
Maintenance:	All Roads State Maintained
Other Notes:	2024 Annual Average Daily Traffic: NC Hwy 49: 8,900 (2012 Capacity: 14,600) Tot Hill Farm Rd: 900-1,900 (2012 Capacity: 12,000) Union Church Rd: 1,200
Surrounding Land Use	***Note**: In addition to the land uses below outside of the perimeter of the subject properties, the properties are also in abutting or in close proximity to the Asheboro Regional Airport, and NC Aviation Museum.*
North:	Residential
South:	Residential
East:	Residential/Commercial on NC Hwy 49
West:	Residential

3. Staff Analysis

1) **A (Airport) District Statement of Intent:** The Airport (A) district is intended to be applied to areas utilized in conjunction with the Asheboro Regional Airport.
   I1 Industrial Development District Statement of Intent:
   The intent of the I1 Industrial Development District is to produce areas for manufacturing, processing and assembly uses, commercial uses, distribution and servicing enterprises, controlled by performance standards to limit the effect of such uses on uses within the district and on adjacent districts.
2) Annexation of the city-owned subject properties is also being considered with this request. An informational meeting to share information on the zoning designation, the corresponding annexation request, and airport updates including a new terminal building, was conducted by city staff on July 21 at the Asheboro Regional Airport. The informational meeting included city staff from various departments. Although the Planning Board is only considering a recommendation regarding the zoning of the property, additional information regarding the meeting, including annexation, is included for consideration with this report.
3) The map included in this report shows what properties are requested to be zoned Airport (A), which are located south of NC 49 South. The properties that are requested to be zoned I1, are located north of NC 49 S.
4) Development in the Airport (A) district is reviewed and approved by the Asheboro Airport Authority. The Asheboro Airport Authority is designated by the City Charter, Article XIV, Section 14.3 as having the duty to "manage and control all of the property and operate the airport for the use and benefit of the public as a public airport and in the manner in which it will contribute greatest to the growth, expansion, welfare and prosperity of the city."
5) The property is also located within the Airport Overlay District, which primarily regulates height related to the approach zone of the Asheboro Regional Airport. Review and approval of structures by the Asheboro Airport Authority and Federal Aviation Administration, as applicable, are required for structures exceeding height requirements specified in the Overlay District.

4. Land Development Plan Consistency and Reasonableness

Proposed Land Use Map	N/A
Growth Strategy Map	N/A
Small Area Map	N/A

LDP Goals/Policies Supporting Request

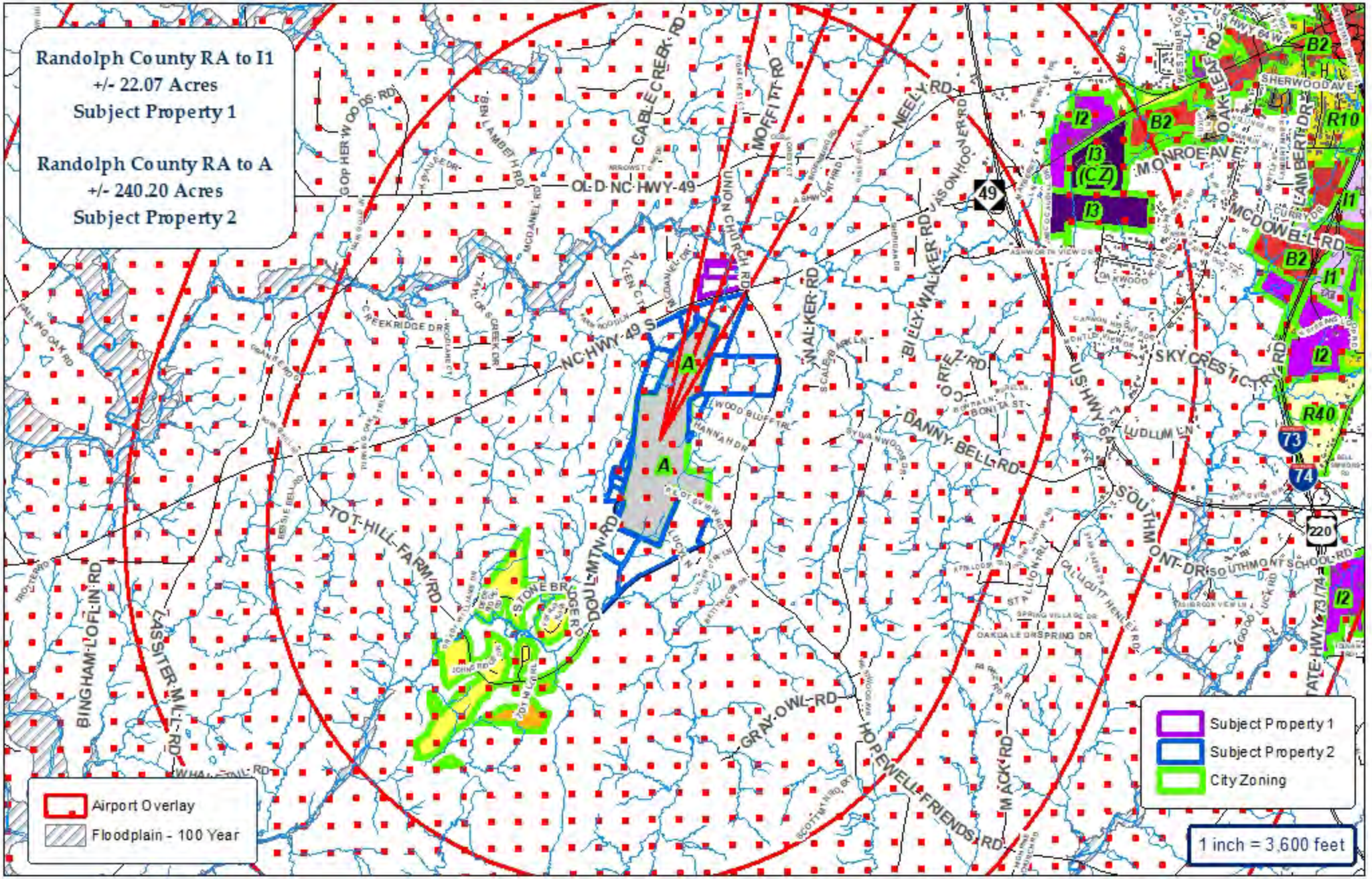
- Checklist Item 3: The property on which the rezoning district is proposed fits the description of the Zoning Ordinance.
- Checklist Item 4: The proposed rezoning is compatible with surrounding land uses.
- Checklist Item 6: Existing infrastructure is adequate to support the desired zone.
- Goal 1.2: Diversified employment opportunities enabling a long-term, stable, high-pay, skilled workforce
- Checklist Item 12: Property is located outside of watershed
- Goal 1.4.1: The City will continue to strengthen its countywide and regional partnerships with existing tourism venues *(NC Zoo, NC Aviation Museum, Richard Petty Museum,*

Seagrove potteries, Harley Davidson Museum, Uwharrie National Forest, etc.) and organizations • Goal 4.2: Environmental impact mitigation and education • Goal 5.3: Interconnected and multi-modal transportation networks
LDP Goals/Policies Not Supporting Request • None

5. Planning Board Recommendation and City Council Action Items	
Staff Recommendation	Approve
Planning Board Recommendation	Approve
Planning Board Plan Consistency and Reasonableness Statement	The zoning map amendment is consistent with multiple goals of the Asheboro Land Development Plan related to economic development, continued support of tourism development, and environmental stewardship through careful review processes and performance standards to mitigate impacts from industrial and airport development and supporting the continued viability and growth of the Asheboro Regional Airport. The request aligns with the zoning ordinance descriptions by designating properties in closest proximity to the Airport with the corresponding Airport (A) zoning designation and its review process meant to consider issues specific to the airport and its unique land use, and the properties located along the north side of NC 49 South, a designated Strategic Economic Development Corridor, as most appropriate for the I1 designation to support complementary economic development opportunities benefitting from close proximity to the airport. Considering these factors, the zoning map amendment is reasonable given the size and physical conditions of the properties, as well as their proximity to the Asheboro Regional Airport and NC Highway 49.
City Council Action Items	1) Approve or deny zoning map amendment RZ-26-11; apply initial city A (airport) and I1 zoning to properties near the Asheboro Regional Airport 2) Adopt Plan Consistency and Reasonableness Statement

Motions with Consistency and Reasonableness Statements	
Motion 1: Concurrence with Planning Board Recommendation and Statement	I move to approve rezoning request RZ-26-11 and to adopt the plan consistency and reasonableness statement articulated by the city staff.
Motion 2: Denial	I move to deny rezoning request RZ-26-11, finding that the plan consistency and reasonableness statement articulated by the city staff does not accurately describe the application's consistency with the Land Development Plan or its reasonableness for the following reason(s): *- State which goals or policies from the report support the motion to deny, and/or* *- State factors that make the request not reasonable (size of the property or project, impact on neighbors, and other public interest considerations supporting the determination to deny.*

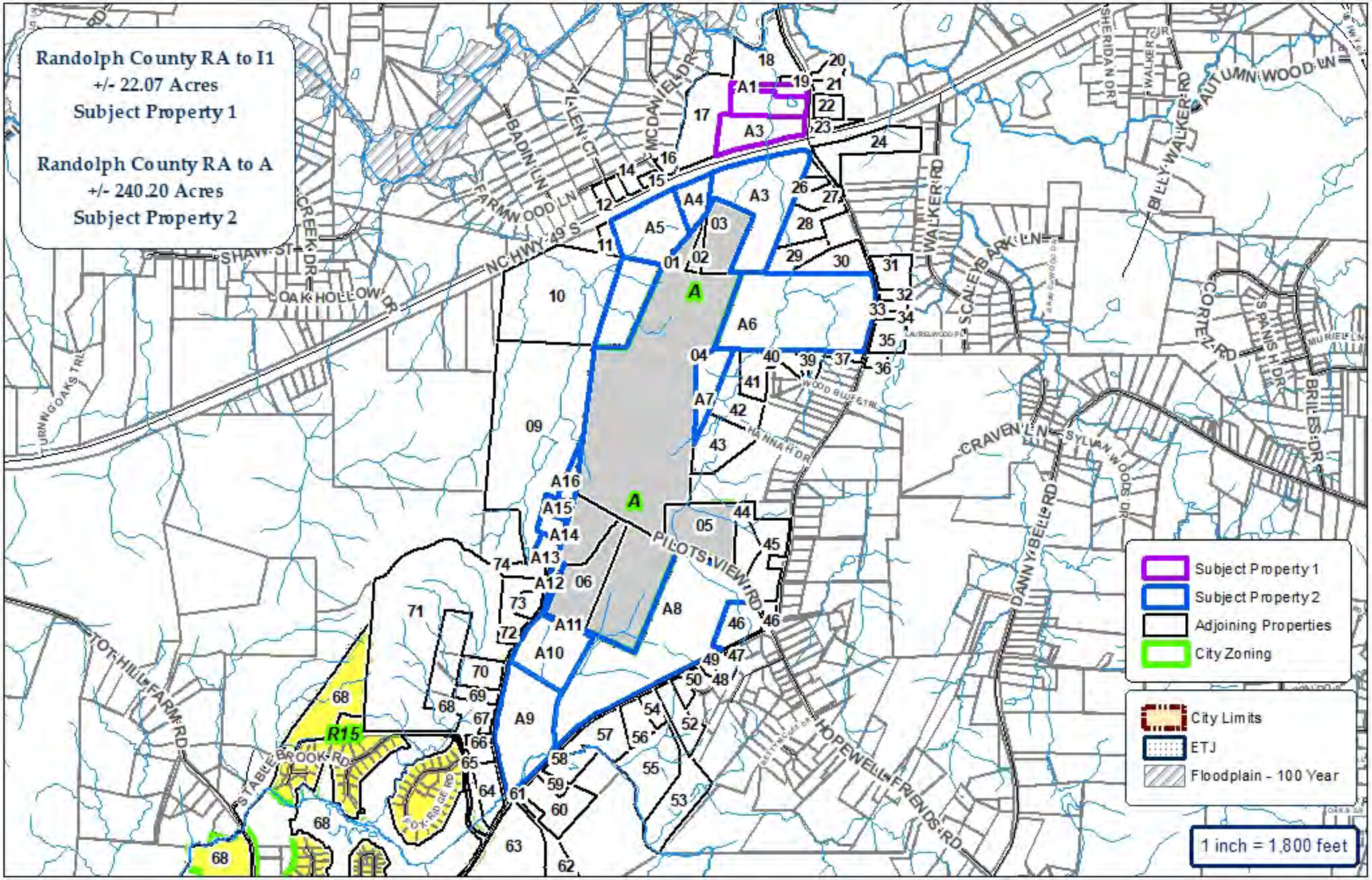
Plan Consistency and Reasonableness Statement Information	
Plan Consistency	G.S. 160D-605 requires that governing boards approve a brief statement describing whether its action is consistent or inconsistent with the adopted land-use plan when adopting or rejecting any zoning text or map amendment. When considering if a request is consistent or inconsistent, the Council may reference the maps, goals, and policies of the Land Development Plan, as well as changing conditions since the plan's adoption.
Reasonableness	G.S. 160D-605 requires that governing boards approve a brief statement analyzing the reasonableness of any zoning map amendment being approved or denied. This statement of reasonableness may consider, among other factors: (i) the size, physical conditions, and other attributes of the area proposed to be rezoned (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community (iii) the relationship between the current actual and permissible development on the tract and adjoining areas, and the development that would be permissible under the proposed amendment (iv) why the action taken is in the public interest (v) any changed conditions warranting the amendment



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-26-11

Parcels: 7639229344, 7639312766, 7639219308, 7639205494, 7639412973(pt.), 7639229805, 7639239157, 7639239453, 7639332815, 7639473372, 7639479760, 7639579806, 7639454641(pt.), 7639551008, 7639690113 & 7639691287



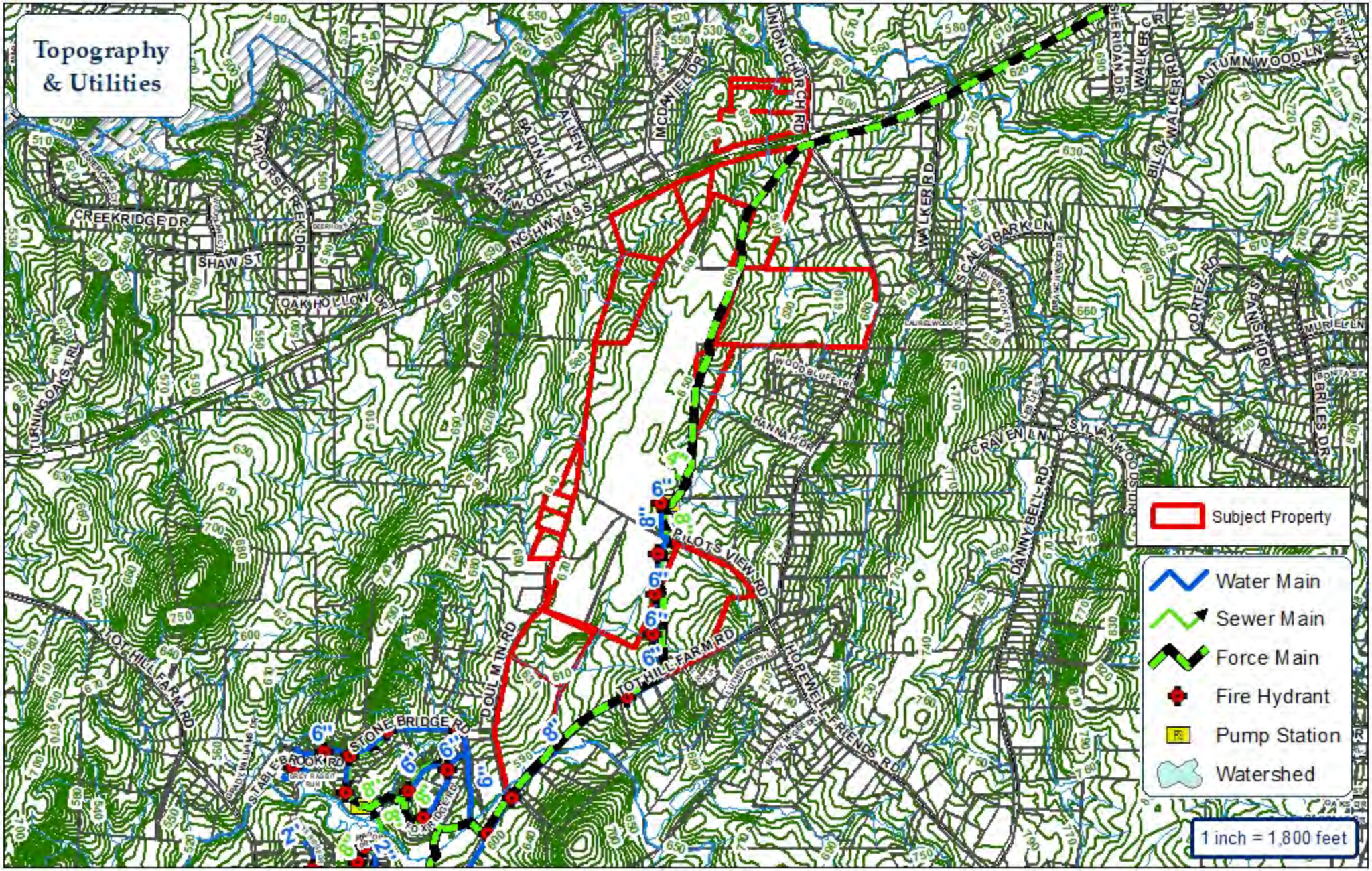
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PIN	Map_ID	Owner	Mail Address	Mail City	Mail State	Mail ZIP
7639691287	A1	CITY OF ASHEBORO	146 N CHURCH ST	ASHEBORO	NC	27203
7639690113	A2	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639579806	A3	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639479760	A4	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639473372	A5	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639454641	A6	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639551008	A7	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639412973	A8	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639205494	A9	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639219308	A10	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639312766	A11	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639229344	A12	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639229805	A13	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639239157	A14	CITY OF ASHEBORO	146 N CHURCH ST	ASHEBORO	NC	27203
7639239453	A15	CITY OF ASHEBORO	PO BOX 1106	ASHEBORO	NC	27204
7639332815	A16	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639478044	01	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639570024	02	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639573159	03	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639550547	04	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639531114	05	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639323267	06	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639334110	07	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639331396	08	CITY OF ASHEBORO	P O BOX 1106	ASHEBORO	NC	27204
7639247564	09	FRAZIER, BENJAMIN J	PO BOX 2128	ASHEBORO	NC	27204
7639360468	10	FRAZIER, BENJAMIN J	PO BOX 2128	ASHEBORO	NC	27204
7639377189	11	PIERCE, RICKY L	P O BOX 663	ASHEBORO	NC	27204
7639377810	12	REBOLLAR ARROYO, HUMBERTO (PONCE, MARIA DE LOS ANGELES AVILA)	2275 FARMWOOD LN	ASHEBORO	NC	27205
7639379945	13	WRIGHT, JEFFREY ALLEN	11162 LIVING WATER LN	CATLETT	VA	20119
7639481044	14	WRIGHT, JEFFREY ALLEN	PO BOX 410	CATLETT	VA	20119
7639483073	15	BROWER, DEBRA H	1576 MCDANIEL DR	ASHEBORO	NC	27205
7639486223	16	BEANE, SHANE ALAN (BEANE, JENEVA MARIE)	1581 MCDANIEL DR	ASHEBORO	NC	27205
7639591089	17	HAMILTON, JENNIFER ASHLEY (HAMILTON, BRIAN DEAN)	2382 NC HWY 49 S	ASHEBORO	NC	27205
7639598615	18	L AND W REALTY II LLC	1501 GOPHER WOODS RD	ASHEBORO	NC	27205
7639693430	19	SMITH, APRYL NICHOLE (SMITH, JOSHUA)	1460 UNION CHURCH RD	ASHEBORO	NC	27205
7639698548	20	PAUL, MICHAEL LOGAN (PAUL, AMANDA LEIGH)	1463 UNION CHURCH RD	ASHEBORO	NC	27205
7639697381	21	PHILLIPS, LINDA JONES	487 HENLEY COUNTRY RD	ASHEBORO	NC	27203
7639699009	22	JENNINGS, BRANDON (JENNINGS, ELOISA)	1517 UNION CHURCH RD	ASHEBORO	NC	27205
7639689801	23	JENNINGS, BRANDON M (JENNINGS, ELOISA)	1517 UNION CHURCH RD	ASHEBORO	NC	27205
7639783560	24	KINNEY, JENNIFER LAUREN	2123 NC HWY 49 SW	ASHEBORO	NC	27205
7639686280	25	PIERCE, RICKY L (PIERCE, DONNA M)	PO BOX 663	ASHEBORO	NC	27204
7639687002	26	PARRISH, DAVID ALAN	1680 TOT HILL FARM RD	ASHEBORO	NC	27205
7639677842	27	PARRISH, DAVID ALAN	1680 TOT HILL FARM RD	ASHEBORO	NC	27205
7639676406	28	REEDER, TERRY T (REEDER, PATRICIA B)	1805 TOT HILL FARM RD	ASHEBORO	NC	27205
7639674051	29	REEDER, TERRY T (REEDER, PATTY B)	1805 TOT HILL FARM RD	ASHEBORO	NC	27205
7639760943	30	REEDER, TERRY T (REEDER, PATTY B)	1805 TOT HILL FARM RD	ASHEBORO	NC	27205
7639768719	31	REEDER, TERRY T (REEDER, PATTY B)	1805 TOT HILL FARM RD	ASHEBORO	NC	27205
7639767461	32	REEDER, TERRY T	1805 TOT HILL FARM RD	ASHEBORO	NC	27205
7639767255	33	EDMONDS, SUSAN KING (EDMONDS, GARY T)	1863 TOT HILL FARM RD	ASHEBORO	NC	27205
7639767150	34	EDMONDS, SUSAN KING (EDMONDS, JOSEPH M)	1863 TOT HILL FARM RD	ASHEBORO	NC	27205
7639757806	35	MCLEOD, RENA GALE TRUSTEE RESIDENCE TRUST	1905 TOT HILL FARM RD	ASHEBORO	NC	27205
7639755584	36	SOUTHARD, COURTNEY MARIE (PARKER, ZACHARY RYAN)	1971 TOT HILL FARM RD	ASHEBORO	NC	27205
7639750544	37	MUNOZ, RAUL S (BARAJAS, ROSA M)	1926 TOT HILL FARM RD	ASHEBORO	NC	27205
7639656468	38	HOHING, CONRAD III	1956 WOOD BLUFF TRL	ASHEBORO	NC	27205
7639654581	39	LANIER, PHILLIP T (LANIER, ANGELA B)	1974 WOOD BLUFF TRL	ASHEBORO	NC	27205
7639652521	40	LANIER, PHILLIP T (LANIER, ANGELA B)	1974 WOOD BLUFF TRL	ASHEBORO	NC	27205
7639557296	41	BRUCE, TRACEY LEE (BRUCE, AMY H)	2088 HANNAH DR	ASHEBORO	NC	27205
7639546706	42	BRUCE, TRACEY LEE (BRUCE, AMY H)	2088 HANNAH DR	ASHEBORO	NC	27205
7639543258	43	PARKS, LOUISE W	208 BELL SIMMONS RD	ASHEBORO	NC	27205
7639526921	44	MURILLO, BENITO GONZALEZ (LOPEZ, GROBERTIS RAMOS)	PO BOX 1142	RANDLEMAN	NC	27317
7639620844	45	YORK, CHARLES FRANKLIN SR	730 POTTERS WAY RD	SEAGROVE	NC	27341
7639516835	46	HAYES, CAROLYN M	1184 E RIVER RUN	ASHEBORO	NC	27205
7639515321	47	POWERS, VANESSA C (POWERS, LANCE MORGAN)	2463 TOT HILL FARM RD	ASHEBORO	NC	27205
7639513243	48	VARNER, WILLIAM T	2475 TOT HILL FARM RD	ASHEBORO	NC	27205
7639511168	49	SINGLETON, MARTY E	2503 TOT HILL FARM RD	ASHEBORO	NC	27205
7639419089	50	LEONARD, KENNETH PAUL	2213 LUCY LN	ASHEBORO	NC	27205
7639408910	51	LEMMONS, DWIGHT E (LEMMONS, KAREN MARIE)	2541 TOT HILL FARM RD	ASHEBORO	NC	27205
7639407561	52	BENNINK, DANIEL E (BENNINK, COLLEEN A)	2575 TOT HILL FARM RD	ASHEBORO	NC	27205
7638497475	53	JOYCE, DAVID E	2615 TOT HILL FARM RD	ASHEBORO	NC	27205
7639404667	54	JOYCE, DAVID E	2615 TOT HILL FARM RD	ASHEBORO	NC	27205
7638494845	55	JOYCE, DAVID E	2615 TOT HILL FARM RD	ASHEBORO	NC	27205
7639402417	56	JOYCE, DAVID E	2615 TOT HILL FARM RD	ASHEBORO	NC	27205
7639307217	57	SHOOK, JONATHAN WADE (SHOOK, TERRI LYNN)	2677 TOT HILL FARM RD	ASHEBORO	NC	27205
7638392850	58	ROBBINS, MITCHUM CASHATT	2777 TOT HILL FARM RD	ASHEBORO	NC	27205
7638390683	59	SMALL, MATTHEW DALE	2783 TOT HILL FARM RD	ASHEBORO	NC	27205

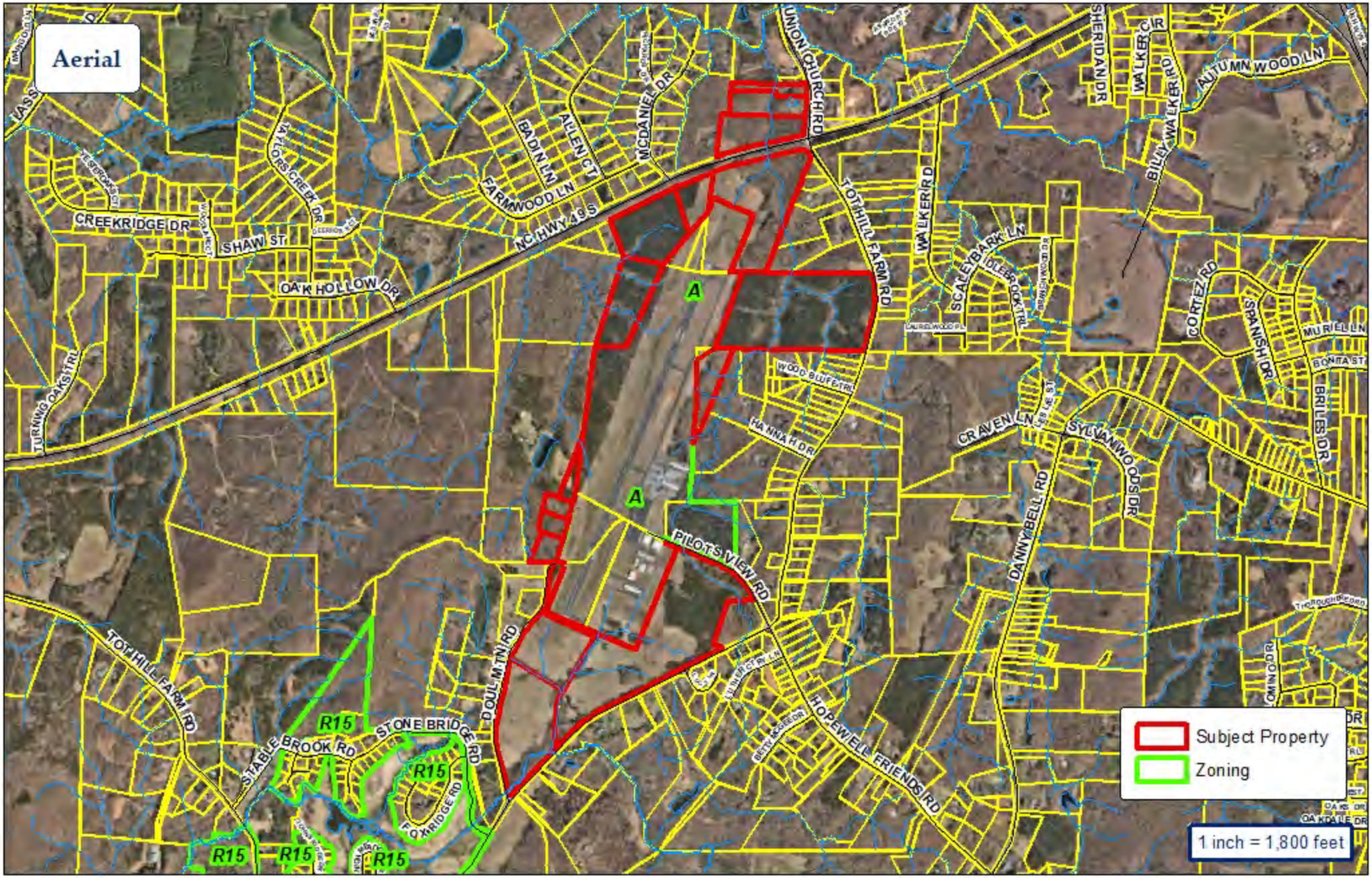
7638391303	60	BARKER, LORI H	PO BOX 1068	ASHEBORO	NC	27204
7638296265	61	CRANFORD, DELBERT MARVIN TRUSTEE (CRANFORD, CLETA SWANEY TRUSTEE)	2579 GREY RABBIT RUN	ASHEBORO	NC	27205
7638380472	62	FOX, JOHN (FOX, IRIS)	2835 TOT HILL FARM RD	ASHEBORO	NC	27205
7638285287	63	JOYCE, DAVID ERVIN TRUSTEE	2615 TOT HILL FARM RD	ASHEBORO	NC	27205
7638290486	64	CAUSEY, ALTON	2444 DOUL MTN RD	ASHEBORO	NC	27205
7639109053	65	PEARCE, MICHAEL N	2424 DOUL MOUNTAIN RD	ASHEBORO	NC	27205
7639109177	66	COTTERINO, JOSEPH W	2406 DOUL MTN RD	ASHEBORO	NC	27205
7639200337	67	CAGLE, MARY NEAL	207 SQUIRREL HOLLOW DR	ENTERPRISE	AL	36330
7638081805	68	TOT HILL FARM REAL ESTATE LLC	4812 STONO LINKS DR	HOLLYWOOD	SC	29449
7639108802	69	COPONEN, BROCK ALAN (COPONEN, MICHAELA ELIZABETH)	2318 DOUL MTN RD	ASHEBORO	NC	27205
7639119059	70	COPONEN, BROCK ALAN (COPONEN, MICHAELA ELIZABETH)	2318 DOUL MTN RD	ASHEBORO	NC	27205
7639121161	71	RUSH, SHIRLEY P TRUSTEE (STARCZEWSKI, DEBORAH J TRUSTEE)	20935 DECORA DR	CORNELIUS	NC	28031
7639223067	72	MARTIN, WILLIAM FRANKLIN	PO BOX 2687	ASHEBORO	NC	27204
7639226059	73	LYNCH, ROBERT NANCE (LYNCH, SHEILA VARNER)	2226 DOUL MTN RD	ASHEBORO	NC	27205
7639225565	74	VARNER, DENNIS GLENN	2150 DOUL MTN RD	ASHEBORO	NC	27205



City of Asheboro Planning & Zoning Department

Rezoning Case: RZ-26-11

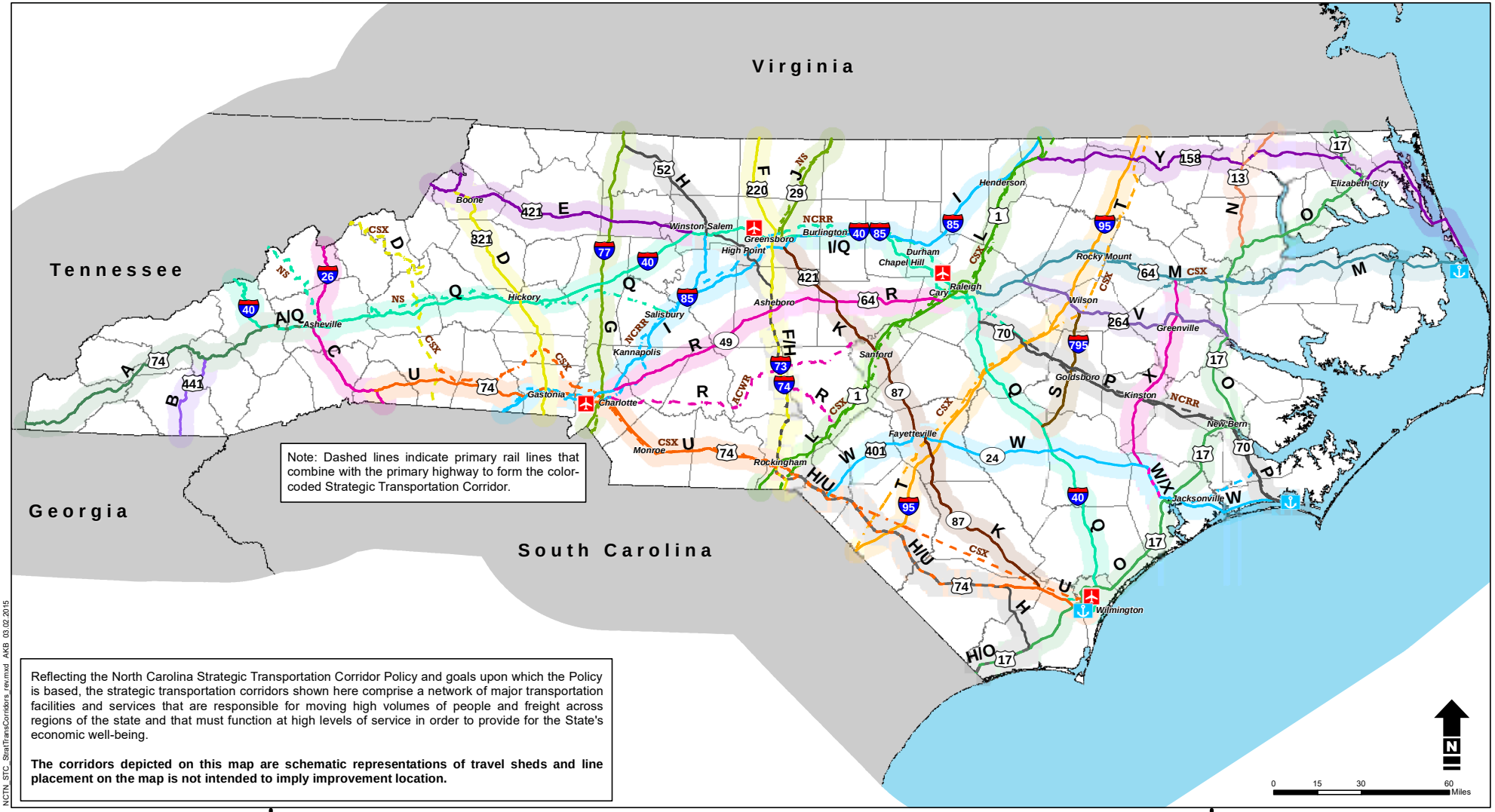
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NORTH CAROLINA TRANSPORTATION NETWORK

MARCH 2015

Source: NCOneMap, NCDOT GIS, ESRI

Legend

Strategic Transportation Corridors (solid = highway; dashed = rail)

- A (US74W)
- B (US441)
- C (I26/US23)
- D (US321/CSX)
- E (US421W)
- F (I73/Future I73)
- G (I77)
- H (I74/Future I74)
- I (I85)
- J (US29N/NS)
- K (US421/NC87)
- L (US1)
- M (I495/US64E)
- N (US13)
- O (US17)
- P (US70E/NCRR)
- Q (I40)
- R (US64W/NC49)
- S (I795/US117)
- T (I95/CSX)
- U (US74W/US74E)
- V (US264E)
- W (US401/NC24/US258)
- X (US258/NC11/US13)
- Y (US158)

- NC Seaports
- NC Int'l or Major Freight Airports

NORTH CAROLINA STRATEGIC TRANSPORTATION CORRIDORS NETWORK

The Asheboro City Council is expected to consider annexing more than 260 acres of city-owned property near the Asheboro Regional Airport at an upcoming regular meeting. Property owners adjacent to the city-owned property have been notified and were invited to an informational meeting held at the Asheboro Regional Airport on July 21, 2026. Maps of the area, proposed Zoning information, and details about tentative plans to expand the airport terminal building were displayed at the meeting. Attendees also were provided the following FAQs regarding the pending annexation. Dates of upcoming public meetings regarding this matter are below.

Question #1: What is the purpose of the proposed annexation?

- The city management team believes city-owned property should be located within the corporate limits. Leadership has been steadily identifying, over the last several years, all city-owned property that is not presently inside the city limits and developing a plan to bring that property in; land surrounding the airport is the latest area to be identified. City-owned land surrounding and including city reservoirs may be the next area identified for annexation; similar to this annexation, no privately owned property would be included in that effort unless petitioned by the landowner.
- Bringing city-owned property into the corporate limits establishes clear jurisdiction in terms of zoning, land use regulations, code enforcement activities and eliminates questions regarding jurisdictional authority. Annexation also would support the provision of water and sewer service for future development and ensures straight-forward permitting and inspection activities.

Question #2: Are there projects or plans associated with this annexation that the city can share?

- The city is actively investigating the development potential of the property but there are no specific details that can be shared at this time. It is possible that sites for non-residential uses, compatible with the Regional Airport's operations, could be marketed for economic development in the future that would expand the city tax base and support job creation.
- Annexation does not approve any specific development project. Those approvals occur via a separate permit and review process.
- The action being considered communicates that the City of Asheboro is committed to maximizing the potential of the Airport and promoting appropriate investment in this area.
- It is important to note that part of the city's investigation of development potential includes mitigative measures necessary to buffer and protect existing residential uses from new development to the maximum extent practical. As information becomes available regarding specific projects, the city will communicate such details publicly.

Additional public meetings are scheduled for those that wish to attend in person to ask questions and provide feedback

Question #3: Will there be a new terminal constructed soon?

- The city is excited to announce that the recently adopted state budget includes a $2.5M budget appropriation from the General Assembly towards construction of a new terminal building. Conceptual terminal plans were prepared several years ago as the city pursued federal funding for the project. This gracious state support, thanks to the work of our legislative delegation including Sen. Craven and Reps. Biggs and Jackson, should accelerate efforts to construct a modern and first-class terminal.
- Building plans now can be completed while additional funding opportunities are identified. An announcement will be made when terminal plans are finalized; there is no timetable for terminal construction as of now.

Question #4: How can I offer input on this process?

- The public is encouraged to attend the upcoming public meetings:
    - ***August 3 at 6:00 PM, Asheboro Planning Board (advisory for Zoning only)***
    - ***August 6 at 6:00 PM, Asheboro City Council (1st presentation of Zoning & Annexation)***
    - ***September 10 at 6:00 PM, Asheboro City Council (expected final action on Zoning & Annexation)***

Attendees will be given an opportunity to ask questions and provide feedback at these meetings.

- Email or call Assistant City Manager Trevor Nuttall at 336-736-9478.

APPLICANT INFORMATION

Applicant : City of Asheboro

Applicant's Phone # 336-626-1201

Applicant's Address 146 N. Church St.; Asheboro, NC 27203

Applicant Email Address jevans@ci.asheboro.nc.us

PROPERTY INFORMATION FOR MAP AMENDMENTS

Property Owner's Name 146 North Church Street

Location of Property NC Highway 49 South, Tot Hill Farm Road, Union Church Road, Pilots View Road

Property Size (ac. or s.f.) Approximately 264 Acres

Randolph County Property Identification Number (PIN#) : 7639229344, 7639312766, 7639219308, 7639205494, 7639412973, 7639229805, 7639239157, 7639239453,7639332815, 7639473372, 7639479760, 7639579806, 7639454641, 7639551008, 7639690113 & 7639691287

Current Zoning District: Randolph County Zoning (RA)

Requested Zoning District A (Airport) south of NC 49 S; I1 (Light Industrial) North of NC 49 S.

Date Property Title Acquired: See attached deeds for additional property information.

Deed Book: See attached deeds Page: See attached deeds

Subdivision _____ Section _____ Lot # _____

Plat Book _____ Page _____

ORDINANCE AMENDMENT INFORMATION

1. In what manner will the proposed amendment carry out the intent of the Land Development Plan?

The proposed amendment advances several goals and policies related to encouraging appropriate economic development. Aviation is an essential component of economic development and the proposed Airport (A) and I1 (Light Industrial) uses support continued viable development of the Airport and supportive uses and economic development activities.

For questions (2) and (3), if either of these questions apply, please state a reason. If you believe these do not apply, please check "does not apply".

2. Are there alleged errors in this Ordinance that would be corrected by the proposed amendment? If so, give a detailed explanation of such error and detailed reasons how the proposed amendment will correct the errors.

Does not apply X

3. What are the changed or changing conditions, if any, in the jurisdiction of the City of Asheboro generally, which would make the proposed amendment reasonably necessary to the promotion of public health, safety, and general welfare?

It is important for the Asheboro Regional Airport to be positioned for growth, to encourage economic development. Areas around the airport and with access to other major transportation corridors are also positioned for economic development, and the city's performance standards ensure that industrial development occurs in a manner that protects the public by regulating external impacts related to industrial uses.

Does not apply ☐

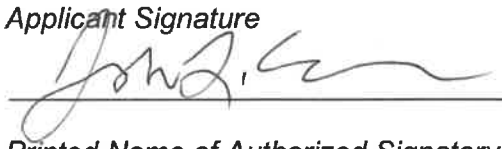
4. Are there any other circumstances, factors, or reasons that the applicant offers in support of the proposed amendment?

The Asheboro Regional Airport property, especially in the parcels closest to existing Airport properties, which present unique land use dynamics related to airport operations. The Asheboro Airport Authority is uniquely suited, and designated by the City Charter, Article XIV, Section 14.3 states that the Asheboro Airport Authority has the duty to "manage and control all of the property and operate the airport for the use and benefit of the public as a public airport and in the manner in which it will contribute greatest to the growth, expansion, welfare and prosperity of the city."

APPLICATION SIGNATURES

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant. The applicant for rezoning to any district other than a conditional use district shall be prohibited from offering any testimony or evidence concerning the specific manner in which he or she intends to use or develop the property.

Applicant Signature



Printed Name of Authorized Signatory (if different from Applicant)

Position/Relationship of Authorized Signatory to Applicant

Owner Signature (if different than Applicant)

Owner Address

146 N. Church Street

Telephone Number

336-626-1201

Printed Name of Authorized Signatory (if different from Owner)

Position/Relationship of Authorized Signatory to Owner

STAFF USE

Received by: _____ ***Date:*** _____ ***Case Number:*** _____

The following Parcel Identification Numbers and Deed Book and Pages are included in the request:

Parcel Identification Number	**Deed Book and Page**
7639229344	871/338
7639312766	871/338
7639219308	1294/518
7639205494	1291/201
7639412973	1203/1830
7639229805	1434/22
7639239157	2603/597
7639239453	2661/417
7639332815	1434/22
7639473372	1299/295
7639479760	1577/970
7639579806	1312/1930
7639454641	729/11
7639551008	1302/1866
7639690113	1965/1204
7639691287	2603/664

NORTH CAROLINA

RANDOLPH COUNTY

DEED

THIS DEED, Made this 3rd day of August 1960, by and between Asheboro Development Corporation (formerly Randolph Development Corporation), a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office located at Asheboro, Randolph County, North Carolina, party of the first part; and the Town of Asheboro, a Municipal Corporation organized and existing under and by virtue of the laws of the State of North Carolina, situated in the County and State aforesaid, party of the second part;

WITNESSETH:

That said party of the first part, in consideration of Seventeen Thousand Five Hundred Ninety-One and 33/100 Dollars ($17,591.33), to it paid by the party of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell and convey unto the party of the second part, its successors and assigns, all of that certain tract of land lying in Cedar Grove Township, Randolph County, North Carolina, and more particularly described as follows:

BEGINNING at an iron rod located just South of the paved road which leads in an Eastern direction to Ulah, J. H. Wrape's corner; thence North 58° 08' West 1,431.38 feet along Wrape's line to an iron rod; thence North 11° 23' East 1,306.76 feet to a stone; thence North 11° 23' East 759.00 feet to an iron rod at a blazed Hickory tree, Wade and Sam Walker's corner; thence North 83° 26' West 1,348.06 feet along Walker's line to a marked Hickory tree (3 marks), Saunders', W. M. Bingham's and Walker's common corner; thence North 7° 22' East crossing new Highway 49, 1,474.61 feet to an iron rod at a marked tree; thence South 75° 50' East re-crossing said Highway 2,746.02 feet along McDaniel's line to a stone, McDaniel's corner; thence South 87° 00' East 2,426.45 feet to a stone in the West bank of a dirt road; thence South 17° 45' East 363.50 feet to a point in the road; thence South 19° 55' West 772.69 feet to an iron rod in the Eastern edge of said road; thence North 86° 40' West 2,151.99 feet to a stone; thence North 85° 21' West 221.74 feet to an iron rod; thence South 4° 11' West 689.21 feet to a stone; thence South 7° 09' West 1,468.27 feet to a stone; thence North 87° 19' West 326.82 feet along York's line to an oak stump, York's

338

14

MILLER AND BECK, ATTORNEYS, ASHEBORO, NORTH CAROLINA

This Deed, Made this the 18th day of May A. D. 1964,

by J. H. Wrape and wife, Carol F. Wrape,

of Randolph County, North Carolina, parties of the first part (whether one or more persons) to

The Town of Asheboro, a Municipal Corporation,

of Randolph County, North Carolina, parties of the second part (whether one or more persons). Witnesseth, That the said parties of the first part, in consideration of $10.00 and other good and valuable considerations paid by the said parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the said parties of the second part and its successors a tract or parcel of land, in Cedar Grove Township, Randolph County, North Carolina, described as follows:

Tract No. 1: BEGINNING at an iron pipe, the Southwest corner of Asheboro Municipal Airport Tract No. 4; thence North 63 degrees 16 minutes West 39.60 feet to an iron pipe; thence with the Rush line and in part along N. C. State Road No. 1142 (to be closed and abandoned) North 7 degrees 00 minutes East 683.01 feet to an iron pipe; thence with the Wade and Sam Walker line North 85 degrees 49 minutes East 132.35 feet to an iron pipe, Southwest corner of Airport Tract No. 3; thence South 89 degrees 34 minutes East 106.18 feet to an iron pipe; thence with the Western boundary of Airport Tract No. 4 South 22 degrees 05 minutes West 760.42 feet to the beginning, containing 2.20 acres.

Tract No. 2: BEGINNING at an iron pipe, the Southwest corner of Asheboro Municipal Airport Tract No. 4; thence with the Southern boundary of said Tract No. 4 South 67 degrees 55 minutes East 600 feet to an iron pipe, the Southeast corner of Airport Tract No. 4; thence South 22 degrees 05 minutes West 43.54 feet to an iron pipe in the Rush line; thence with the Rush line North 63 degrees 46 minutes West 601.58 feet to the beginning, containing 0.30 acres.

The above descriptions are in accordance with map of Moore, Gardner & Associates, Inc., dated May, 1964, entitled "Property Survey for the City of Asheboro," designated Job No. 4523; and said descriptions refer to the map of said engineers entitled "Exhibit A, Property Map, Asheboro Municipal Airport," with the same job number designation.





The above land was conveyed to grantor(s) by ..... Page .....

To have and to hold the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said parties of the second part and its successors and assigns forever.

And the said parties of the first part do covenant that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from incumbrances; and that they will warrant and defend the said title to same against the claims of all persons whomsoever.

In Testimony Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Witness:

J. H. Wrape (SEAL)

Carol F. Wrape (SEAL)

..... (SEAL)

..... (SEAL)

NORTH CAROLINA—Randolph County

I, Tom D. Gaddis, a Notary Public of said County, do hereby certify that J. H. Wrape and wife, Carol F. Wrape grantors, personally appeared before me this day and acknowledged the execution of the foregoing deed of conveyance.

Witness my hand and seal, this the 19th. day of May, 1964.

My commission expires Jan. 5, 1966 Tom D. Gaddis N. P. (Seal)

NORTH CAROLINA—Randolph County

The foregoing certificate of Tom D. Gaddis, a Notary Public of said County, is adjudged to be correct. Let the said deed and this certificate be registered.

Witness my hand and seal, this the 28 day of May, 1964.

Ruth H. Hinshaw, Dep. C. S. C.

Filed for registration on the 28th day of May, 1964, at 3:25 o'clock P.M., and duly recorded in the office of the Register of Deeds in Randolph County, N. C., in Book 161 Page 338, Etc.

Annie Shaw
Register of Deeds.

By Wanda Phillips, Asst.

001830

RANDOLPH COUNTY 058373

STATE OF NORTH CAROLINA Real Estate Excise Tax JUL 13'87 RB.10710 185.00

8.00
185.00 PB

Excise Tax | Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19 .....

by .....

Mail after recording to .....

This instrument was prepared by SMITH, CASPER & SMITH, Attorneys at Law, Asheboro, N. C. 27203

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 10th day of July, 19 87, by and between

GRANTOR	GRANTEE
Paul V. Hinshaw and wife, Lois R. Hinshaw, Reid A. Shaw and wife, June D. Shaw, and L. Hal Knight, Jr., of Randolph County, North Carolina	The CITY OF ASHEBORO, a Municipal Corporation

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ....., Cedar Grove ..... Township, Randolph ..... County, North Carolina and more particularly described as follows:

BEGINNING at a point in the center line of State Road No. 1142 and directly over the center line of Bettie McGhee Creek in the Clegg Rush line; thence with the Clegg Rush line and following a branch the following courses and distances: North 56 degrees 31 minutes West 45.69 feet, North 26 degrees 53 minutes East 188.00 feet, North 9 degrees 33 minutes West 101.00 feet; North 6 degrees 25 minutes East 348.69 feet, North 15 degrees 42 minutes East 223.89 feet, North 29 degrees 13 minutes East 691.30 feet, North 27 degrees 08 minutes East 190.25 feet to an iron pipe on the bank of said branch, Clegg Rush corner; thence North 62 degrees 49 minutes West 159.19 feet to an iron pipe marking the southeast corner of the Asheboro Municipal Airport in the Clegg Rush line; thence with the airport line North 22 degrees 05 minutes East 1659.41 feet to a stake in State Road No. 1197; thence with said road the following courses and distances: South 64 degrees 58 minutes East 582.11 feet, South 67 degrees 23 minutes East 850.00 feet, South 62 degrees 11 minutes East 100.00 feet, South 56 degrees 19 minutes East 100.00 feet, South 50 degrees 14 minutes East 100.00 feet, South 44 degrees 06 minutes East 100.00 feet, South

51858RV.3

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Printed by Agreement with the N. C. Bar Assoc. – 9/81

49026

37 degrees 54 minutes East 100.00 feet, South 32 degrees 34 minutes East 100.00 feet, South 27 degrees 10 minutes East 114.00 feet to the corner of the Carl Steed property in said road; thence with the Carl Steed line South 89 degrees 24 minutes West 383.75 feet to an existing stone; thence continuing with the Steed line South 17 degrees 49 minutes West 653.30 feet to an existing iron pipe, Steed's corner; thence continuing with Steed line South 70 degrees 39 minutes East 102.66 feet to a point; thence with the Steed line South 37 degrees 40 minutes East 65.00 feet to a point in the center line of State Road No. 1142; thence with the center line of State Road No. 1142, the following courses and distances: South 63 degrees 06 minutes West 1310.45 feet to a point, South 62 degrees 20 minutes West 752.81 feet to a point, South 51 degrees 47 minutes West 320.84 feet to a point, South 44 degrees 09 minutes West 431.75 feet to the Beginning, containing 92.33 acres, more or less, as shown by survey prepared by Clotus Craven, Registered Surveyor, entitled "Property of Dale Rush" dated June, 1969.

The property hereinabove described was acquired by Grantor by instrument recorded in .....

.....

A map showing the above described property is recorded in Plat Book ..... page .....

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

31858RV3

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

.....(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

Paul V. Hinshaw .....(SEAL)
Paul V. Hinshaw

Lois R. Hinshaw .....(SEAL)
Lois R. Hinshaw

Roid A. Shaw .....(SEAL)
Roid A. Shaw

June D. Shaw .....(SEAL)
June D. Shaw

L. Hal Knight, Jr. .....(SEAL)
L. Hal Knight, Jr.

.....(SEAL)

.....(SEAL)

.....(SEAL)

USE BLACK INK ONLY

001832

SEAL - STAMP

NORTH CAROLINA, Randolph County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that

Paul V. Hinshaw and wife, Lois R. Hinshaw Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10th day of July 19 87

My commission expires: June 23, 1992 Rebecca L. Hunnicutt Notary Public

---

SEAL - STAMP

NORTH CAROLINA, Randolph County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that

Reid A. Shaw and wife, June D. Shaw Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10 day of July 19 87

My commission expires: June 23, 1992 Rebecca L. Hunnicutt Notary Public

---

SEAL - STAMP

NORTH CAROLINA, Randolph County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that

L. Hal Knight, Jr. Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10 day of July 19 87

My commission expires: June 23, 1992 Rebecca L. Hunnicutt Notary Public

---

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that

_____ Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____ 19_____

My commission expires: _____ _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that _____ he is _____ Secretary of

_____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19_____

My commission expires: _____ _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that _____ he is _____ Secretary of

_____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19_____

My commission expires: _____ _____ Notary Public

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Rebecca L. Hunnicutt

_____, Notary Public of _____

Randolph County, North Carolina

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1203, Page 1830, This 10 day of July, 1987 at 11:24 o'clock A.M.

Ann Shaw, Register of Deeds

By Brenda Dawson Deputy Register of Deeds

51858 N-3

BK 1203 PG 1830

N. C. Bar Assoc. Form No. 3A © 1977 — James Williams & Co., Inc. Box 127, Youngsville, N. C. 27596
Revised Agreement approved by N. C. Bar Assoc. — 1981

RANDOLPH COUNTY 070052

STATE OF NORTH CAROLINA MAR-7'91 P.B. 1071 0

Real Estate Excise Tax $65.00

12.00
RS 65.00

000201

Excise Tax | Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to CITY OF ASHEBORO ENGINEERING DEPT., P.O. BOX 1106, ASHEBORO NC 27204-1106

This instrument was prepared by SMITH, CASPER, SMITH & ALEXANDER, Attorneys at Law, Asheboro, NC

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 6th day of March, 19 91, by and between

GRANTOR	GRANTEE
EVERETT C. SMITH (a free trader), of Randolph County, North Carolina	CITY OF ASHEBORO, a Municipal Corporation

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ....., Cedar Grove Township, Randolph County, North Carolina and more particularly described as follows:

TRACT NO. 1: BEGINNING at a nail and cap in the intersection of the centerlines of N. C. Secondary Road No. 1142 and N. C. Secondary Road No. 1199; running thence along the centerline of N. C. Secondary Road No. 1199 North 16 degrees 18 minutes West 135.39 feet to a nail and cap in the center of the bridge over Betty McGee Creek; running thence along the center of Betty McGee Creek the following courses and distances: North 48 degrees 54 minutes East 90.92 feet, North 27 degrees 25 minutes East 38.17 feet, North 59 degrees 21 minutes East 151.97 feet and North 37 degrees 14 minutes East 64.25 feet; running thence along the center of a dry creek North 48 degrees 56 minutes East 231.38 feet to a point, North 47 degrees 26 minutes East 142.30 feet to a point, North 53 degrees 05 minutes East 96.41 feet to a point and South 68 degrees 01 minute East 75.88 feet to a point in the centerline of N. C. Secondary Road No. 1142; running thence along the centerline of said Secondary Road the following courses and distances: South 46 degrees 41 minutes West 301.14 feet to a point, South 46 degrees 39 minutes West 298.60 feet to a point, South 45 degrees 15 minutes West 162.69 feet to a point and South 41 degrees 42 minutes West 139.18 feet to the Beginning, containing 1.768 acres, more or less.

979M1

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Printed by Agreement with the N. C. Bar Assoc. — 1981

099318

37.00 R/S

6.00

37.00 pd

PREPARED BY SMITH, CASPER, SMITH & ALEXANDER, ATTORNEYS, ASHEBORO, N.C.

This Deed, Made this the 4th day of April A. D., 19 91.

by Mary Lou Rush Craven and husband, Kermit S. Craven,

of Randolph County, North Carolina, parties of the first part (whether one or more persons) to

City of Asheboro, a municipal corporation,

of Randolph County, North Carolina, parties of the second part (whether one or more persons). Witnesseth, That the said parties of the first part in consideration of Ten Dollars and other good and valuable considerations paid by the said parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto said parties of the second part and their heirs a tract or parcel of land, in Cedar Grove Township, Randolph County, North Carolina, described as follows:

BEING ALL OF TRACT NO. 1 containing 16.354 acres as shown on plat entitled "Survey for Clegg Rush Estate", said plat being found recorded in Plat Book 31, Page 45, in the office of the Register of Deeds for Randolph County, North Carolina.

For further reference see deed recorded in Book 1252, Page 1453, in the Randolph County Registry.

RANDOLPH COUNTY 070:34

STATE OF NORTH CAROLINA APR-8'91 P.B. 10710

Real Estate Excise Tax ≈37.00

The above land was conveyed to grantor (s) by _____ See Book No. _____, Page _____.

To have and to hold The aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said parties of the second part and their heirs and assigns forever.

And the said parties of the first part do covenant that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from incumbrances; and that they will warrant and defend the said title to same against the claims of all persons whomsoever.

In Testimony Whereof the said parties of the first part have hereunto set their hands and seals the day and the year first above written.

Witness:

Mary Lou Rush Craven (SEAL)

Mary Lou Rush Craven (SEAL)

Kermit S. Craven (SEAL)

Kermit S. Craven (SEAL)

NORTH CAROLINA — Randolph County

I, Theresa L. Hayes, a Notary Public of said County, do hereby certify that Mary Lou Rush Craven and husband, Kermit S. Craven

grantors, personally appeared before me this day and acknowledged the execution of the foregoing deed of conveyance.

Witness my hand and seal, this the 8th day of April, 19 91.

My commission expires October 28, 19 91

Theresa L. Hayes N. P. (SEAL)

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Theresa L. Hayes, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1294, Page 58. This 8 day of April, 19 91 at 2:15 o'clock P. M.

Ann Shaw, Register of Deeds

By Marlene Perry, Asst. Register of Deeds

99355

-Wilson Alexander - pick up

STATE OF NORTH CAROLINA Real Estate
MAY 13'91 P.B. 1071 D ≈ 57.00

000295

12.00
57.00 RS.

Excise Tax | Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to City of Asheboro Engineering Department, 146 N. Church Street, P. O. Box 1106, Asheboro, NC 27204-1106

This instrument was prepared by SMITH, CASPER, SMITH & ALEXANDER, Attorneys at Law, Asheboro, N.C.

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 23rd day of April, 1991, by and between

GRANTOR	GRANTEE
MONTAE KEITH HAYES, CHARLIE W. MILLER, JR., FURMAN R. GREENE, Trustees for WEST ASHEBORO BAPTIST CHURCH	CITY OF ASHEBORO, a Municipal Corporation

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Asheboro, Cedar Grove Township, Randolph County, North Carolina and more particularly described as follows:

BEGINNING at an iron pipe in the southern right-of-way line of N. C. Highway 49 at the northwest corner of G. W. and T. B. Richardson; thence South 19 degrees 34 minutes 21 seconds East 672.57 feet along Richardson's line to an iron pipe; thence South 39 degrees 42 minutes 12 seconds West 575.85 feet along the City of Asheboro property line to an iron pipe at N. C. Grid Coordinates N = 212404.0316 and E = 528701.8710; thence North 79 degrees 03 minutes 03 seconds West 599.79 feet to an iron pipe at Verlene Cagle's southeast corner; thence North 19 degrees 23 minutes 53 seconds West 551.70 feet along Cagle's line to an iron pipe in the southern right-of-way of N. C. Highway 49; thence North 64 degrees 10 minutes 08 seconds East 958.44 feet; thence continuing along the southern right-of-way line of N. C. Highway 49 as it curves a chord course and distance of North 64 degrees 28 minutes 02 seconds East 57.61 feet to the Beginning. Containing 17.6834 acres.

This description is in accord with a survey entitled "Survey for City of Asheboro" dated June 18, 1990 and prepared by T & R Associates, a copy of which is attached hereto and incorporated herein by reference.

N. C. Bar Assoc. Form No. 3A © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N. C. 27055
Printed by Agreement with the N. C. Bar Assoc. 1981

10/1226

000296

The property hereinabove described was acquired by Grantor by instrument recorded in .....

.....

A map showing the above described property is recorded in Plat Book ..... page ..... .

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

WEST ASHEBORO BAPTIST CHURCH .....(SEAL)

Montae Keith Hayes .....(SEAL)
Montae Keith Hayes, Trustee

.....(SEAL)
Charlie W. Miller, Jr., Trustee

.....(SEAL)
Furman R. Greene, Trustee

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....
(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

SEAL - STAMP

NORTH CAROLINA, Randolph County.

I, a Notary Public of the County and State aforesaid, certify that Montae Keith Hayes, Trustee for West Asheboro Baptist Church Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of May, 19 91.

My commission expires: September 19, 1995 Celeste A. Sullivan Notary Public

Use Black Ink

SEAL - STAMP

NORTH CAROLINA, Randolph County.

I, a Notary Public of the County and State aforesaid, certify that Charlie W. Miller, Jr., Trustee for West Asheboro Baptist Church Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of May, 19 91.

My commission expires: September 19, 1995 Celeste A Sullivan Notary Public

Use Black Ink

1299

SEAL - STAMP

NORTH CAROLINA, Randolph County.

I, a Notary Public of the County and State aforesaid, certify that Furman R. Greene, Trustee for West Asheboro Baptist Church Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of May, 19 91.

My commission expires: September 19, 1995 Celeste A Sullivan Notary Public

Use Black Ink

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ Notary Public

Use Black Ink

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ Notary Public

Use Black Ink

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ Notary Public

Use Black Ink

NORTH CAROLINA — Randolph County

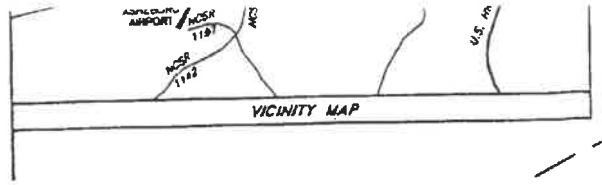
The foregoing certificate(s) of Celeste A. Sullivan, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1299, Page 295, This 13 day of May, 19 91 at 4:35 o'clock P. M.

Ann Shaw, Register of Deeds

By Kristie Lowe, Deputy Register of Deeds

N. C. Bar Assoc. Form No. 3A © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N C 27055
Printed by Agreement with the N. C. Bar Assoc. 1981



NORTH CAROLINA

I, JACK R. RAILEY, JR., CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS BETTER THAN 1/10,000, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESS MY HAND AND SEAL THIS 18th DAY OF JUNE, 1990.

NORTH CAROLINA SURVEYOR SEAL L-1185 JACK R. RAILEY, JR.

REGISTERED LAND SURVEYOR

REGISTRATION NO. L-1185

NORTH CAROLINA
RANDOLPH COUNTY

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT JACK R. RAILEY, JR., A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL, THIS 18th DAY OF JUNE, 1990.

PATRICIA L. GARNER NOTARY PUBLIC RANDOLPH COUNTY, NC

Patricia L. Garner
NOTARY PUBLIC

Oct 2 1991
MY COMMISSION EXPIRES

8030

LAND TO BE ACQUIRED FROM
WEST ASHEBORO BAPTIST CHURCH

SURVEY FOR
CITY OF ASHEBORO

CEDAR GROVE TOWNSHIP
RANDOLPH COUNTY, NORTH CAROLINA

SCALE: 1" = 100' | DWN. BY: BJP | JOB NO. 1083
6-19-90 | CHD. BY: JRR | FILE NO.
0 50 100 200 300
SCALE IN FEET

T & R ASSOCIATES
SURVEYING & MAPPING
ASHEBORO, NORTH CAROLINA

BOOK PAGE SHEET OF

N C HWY 49 200' R/W

N 64°28'02"E
57.61'ch 57.61'Brg
R=5530.73'

I.P. SET

I.P. SET

N 64°10'08"E
358.44'

I.P. SET

162.64'

S 19°24'21"E
489.93'

WEST ASHEBORO
BAPTIST CHURCH
1174/1558

VERLENE CAGLE
1145/599

N 19°23'53"W
551.70'

EIP

EIP

445.90'
N 79°03'03"W

EIP

153.89'

575.85'
S 35°42'12"W

N.C. COORDINATES
N=212404.0316
E=526701.8710

N

8.00
21 FS

RANDOLPH COUNTY 07005

STATE OF NORTH CAROLINA JUN28'91 Real Estate Excise Tax $21.00 RB.10710

001866

Excise Tax | Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to .....

.....

This instrument was prepared by SMITH, CASPER, SMITH & ALEXANDER, Attorneys at Law, Asheboro, NC

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 26th day of June, 19 91, by and between

GRANTOR	GRANTEE
DONALD W. LANIER and wife, CHERYL K. LANIER	CITY OF ASHEBORO, a municipal corporation

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ....., Cedar Grove Township, Randolph County, North Carolina and more particularly described as follows:

BEGINNING at an existing stone corner marking the northwest corner of that 29.979 acre tract of land conveyed to Donald W. Lanier by deed recorded in Deed Book 1360 at Page 573, in the Randolph County Registry, said beginning point having N. C. Grid Coordinates N=212048.9648 and E=528915.5373; thence from said beginning point South 89 degrees 15 minutes 15 seconds East 281.46 feet along the line of the City of Asheboro property to an iron pipe; thence South 22 degrees 03 minutes 48 seconds West 1181.46 feet to an iron pipe in the south line of said 29.979 acre tract and north line of that 32.792 acre tract acquired by Donald W. Lanier by deed recorded in Deed Book 1360 at Page 573, in the Randolph County Registry; thence South 22 degrees 03 minutes 48 seconds West 312.58 feet to an iron pipe in the line of the City of Asheboro property at N. C. Grid Coordinates N=211625.8136 and E=528830.1132; thence along the line of the City of Asheboro property the following four calls: North 03 degrees 51 minutes 50 seconds East 296.94 feet to an iron pipe, North 3 degrees 51 minutes 50 seconds East 410.20 feet to a stone, North 00 degrees 51 minutes 06 seconds East 538.92 feet to an iron rod, and North 57 degrees 21 minutes 15 seconds East 266.74 feet to the Beginning. Containing 7.3751 acres.

Being a portion of the property acquired by Donald W. Lanier by deeds recorded in Book 1241, Page 118 and Book 1360, Page 573, in the Randolph County Registry.

103789

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001867

The property hereinabove described was acquired by Grantor by instrument recorded in .....

.....

A map showing the above described property is recorded in Plat Book ..... page .....

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: ----------

----------President

ATTEST:

----------Secretary (Corporate Seal)

USE BLACK INK ONLY

Donald W Lanier (SEAL)
Donald W. Lanier

Cheryl K. Lanier (SEAL)
Cheryl K. Lanier

----------(SEAL)

----------(SEAL)

SEAL-STAMP

NOTARY PUBLIC

Use Black Ink

NORTH CAROLINA, Randolph County.

I, a Notary Public of the County and State aforesaid, certify that Donald W. Lanier and wife, Cheryl K. Lanier Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27 day of June, 1991

My commission expires: June 27, 1993 Olivia Russell Notary Public

SEAL-STAMP

Use Black Ink

NORTH CAROLINA, ----------County.

I, a Notary Public of the County and State aforesaid, certify that ----------, personally came before me this day and acknowledged that ____ he is ---------- Secretary of ---------- a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ---------- President, sealed with its corporate seal and attested by ---------- as its ---------- Secretary.

Witness my hand and official stamp or seal, this ----- day of ----------, 19---------.

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Olivia Russell, VP

.....

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1302, Page 1866, This 28th day of June, 19 91 at 9:50 o'clock A M.

Ann Shaw, Register of Deeds

By Cookie Baynes Deputy Register of Deeds

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001930

14.00 C
153.00 RB

RANDOLPH COUNTY
072327
STATE OF NORTH CAROLINA
DEC-6'91
Real Estate Excise Tax
153.00

Excise Tax | Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19 .....

by .....

Mail after recording to City of Asheboro Engineering Department
146 North Church Street, P. O. Box 1106, Asheboro, N. C. 27204-1106

This instrument was prepared by SMITH, CASPER, SMITH & ALEXANDER, Attorneys at Law, Asheboro, NC

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 6th day of December, 19 91, by and between

GRANTOR	GRANTEE
ALMA H. KINNEY (single)	CITY OF ASHEBORO, a municipal corporation

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ....., Cedar Grove Township, Randolph County, North Carolina and more particularly described as follows:

TRACT NO. 1: BEGINNING at an iron pipe at Saundra H. Satterfield's southeast corner in the west right of way line of N. C. Secondary Road No. 1163; thence South 06 degrees 07 minutes 45 seconds West 230.08 feet along the west right of way line of N. C. Secondary Road No. 1163 to a point; thence South 41 degrees 42 minutes 08 seconds West 41.31 feet to a point in the northern right of way line of N. C. Highway No. 49 (said point having N. C. Coordinates N = 212961.3951 and E = 529298.0305); thence South 77 degrees 02 minutes 13 seconds West 760.30 feet along the northern right of way line of N. C. Highway No. 49 to a point; thence continuing along the northern right of way line of N. C. Highway No. 49 as it curves to the left a chord course and distance of South 74 degrees 33 minutes 38 seconds West 495.20 feet (said curve having a radius of 5,730.73 feet and an arc distance of 495.35 feet) to Charles R. Vuncannon's corner; thence along Vuncannon's line North 07 degrees 45 minutes 51 seconds East 603.41 feet to an iron pipe; thence South 87 degrees 31 minutes 31 seconds East 118.34 feet to an iron pipe; thence South 88 degrees 01 minute 29 seconds East 1070.46 feet to the Beginning. Containing 11.5502 acres.

(CONTINUED)

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Printed by Agreement with the N. C. Bar Assoc. - 1981

111620

TRACT NO. 2: BEGINNING at an iron pipe in the southern right of way of N. C. Highway No. 49, G. W. & T. B. Richardson's northeast corner; thence along the southern right of way line of N. C. Highway No. 49 as it curves to the right a chord course and distance of North 74 degrees 03 minutes 43 seconds East 574.07 feet (said curve having an arc distance of 574.33 feet and a radius of 5,530.73 feet); thence continuing along the southern right of way line of N. C. Highway No. 49 North 77 degrees 02 minutes 13 seconds East 748.36 feet to a point at N. C. Grid Coordinates N = 212901.3009 and E = 529308.1282; thence South 58 degrees 18 minutes 48 seconds East 65.48 feet to a point in the western right of way line of N. C. Secondary Road No. 1163; thence along the western right of way of N. C. Secondary Road No. 1163 as it curves to the left a chord course and distance of South 26 degrees 06 minutes 51 seconds East 72.33 feet (said curve having an arc distance of 72.34 feet and a radius of 1346.65 feet); thence South 22 degrees 03 minutes 48 seconds West 1762.54 feet to an iron pipe; thence along the City of Asheboro property line the following four calls: North 89 degrees 40 minutes 53 seconds West 482.95 feet, North 22 degrees 03 minutes 48 seconds East 880.00 feet, North 67 degrees 56 minutes 12 seconds West 599.68 feet and South 22 degrees 03 minutes 48 seconds West 191.39 feet to an iron pipe in Richardson's line; thence North 07 degrees 41 minutes 31 seconds East 510.40 feet along Richardson's line to an iron pipe; thence continuing North 07 degrees 41 minutes 31 seconds East 35.75 feet to the Beginning. Containing 29.0571 acres.

The above descriptions are according to a plat prepared for the City of Asheboro, a copy of a portion of said plat being attached hereto and incorporated herein by reference.

The above tracts constitute a portion of the tract conveyed to Alma H. Kinney by deed recorded in Book 1137, Page 153, in the Randolph County Registry.

The grantor specifically reserves the right to cut and remove all merchantable timber from the above-described premises for a period of eighteen (18) months from the date of this deed.

001932

The property hereinabove described was acquired by Grantor by instrument recorded in .....

.....

A map showing the above described property is recorded in Plat Book ..... page .....

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

Alma H. Kinney (SEAL)
Alma H. Kinney

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....
(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

001933

SEAL - STAMP

NORTH CAROLINA, Randolph County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that Alma H. Kinney (single) Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 6th day of December, 1991

My commission expires: October 2, 1995 Karen C. Raines Notary Public

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Karen C. Raines, N.P.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1312, Page 1930, This 6th day of December, 19 91 at 12:29 o'clock P. M.

Ann Shaw, Register of Deeds

By Pam Hall, Deputy Register of Deeds

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that _____

personally came before me this day and acknowledged that ____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink

I, a Notary Public of the County and State aforesaid, certify that _____,

personally came before me this day and acknowledged that ____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19_____.

My commission expires: _____ _____ Notary Public

The foregoing Certificate(s) of _____

_____

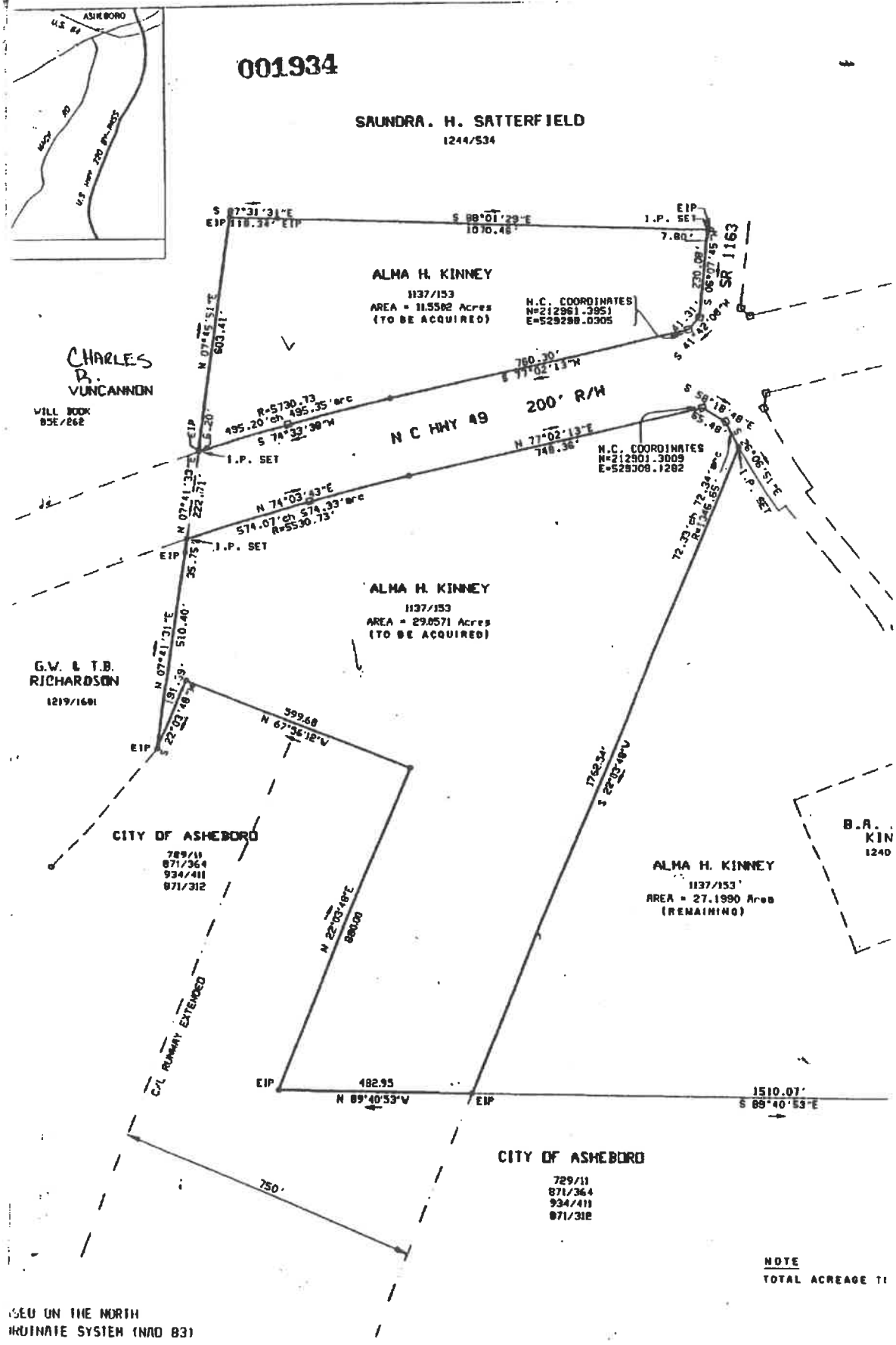
_____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant-Register of Deeds.

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Printed by Agreement with the N. C. Bar Assoc. — 1981


001934
SAUNDRA. H. SATTERFIELD
1244/534
ASHEBORO
U.S. 64
MACY RD
U.S. HWY 220 BYPASS
S 87°31'31"E
EIP
118.34'
EIP
S 88°01'29"E
1010.46'
EIP
I.P. SET
7.80'
SR 1163
ALMA H. KINNEY
1137/153
AREA = 11.5582 Acres
(TO BE ACQUIRED)
N.C. COORDINATES
N=212961.3951
E=529288.0305
S 06°07'45"E
230.08'
S 41°42'04"W
41.31'
CHARLES
R.
VUNCANNON
WILL BOOK
85E/262
N 07°45'51"E
603.41'
760.30'
S 77°02'13"W
R=5730.73'
495.20' ch
495.35' arc
S 74°33'39"W
N C HWY 49
200' R/W
S 58°18'48"E
55.48'
N 77°02'13"E
748.36'
N.C. COORDINATES
N=212901.3009
E=529308.1282
EIP
I.P. SET
N 07°41'33"E
222.71'
N 74°03'33"E
574.07' ch
574.33' arc
R=5530.73'
I.P. SET
EIP
35.75'
S 26°06'51"E
72.39' ch
72.34' arc
R=246.65'
I.P. SET
ALMA H. KINNEY
1137/153
AREA = 29.0571 Acres
(TO BE ACQUIRED)
N 07°41'31"E
510.40'
G.W. & T.B.
RICHARDSON
1219/1601
191.39'
N 22°03'48"W
399.68
N 67°56'12"W
EIP
S 22°03'48"W
1762.54'
CITY OF ASHEBORO
729/11
871/364
934/411
871/312
ALMA H. KINNEY
1137/153
AREA = 27.1990 Acres
(REMAINING)
B.A.
KIN
1240
N 22°03'48"E
880.00
C/L RUNWAY EXTENDED
EIP
482.95
N 89°40'53"W
EIP
1510.07'
S 89°40'53"E
CITY OF ASHEBORO
729/11
871/364
934/411
871/312
750'
NOTE
TOTAL ACREAGE TI
SED ON THE NORTH
RDINATE SYSTEM (NAD 83)

BK 1434 PG 0022

Excise Tax | Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to City of Asheboro PO Box 1106 Asheboro NC 27204
attn. Dale Lowhorn

This instrument was prepared by SMITH CASPER SMITH & ALEXANDER, L.L.P., Attorneys, Asheboro, NC 27203

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 12th day of September, 19 95, by and between

GRANTOR	GRANTEE
BENJAMIN J. FRAZIER and wife, SHARON T. FRAZIER	CITY OF ASHEBORO, a municipal corporation. 146 N. Church Street Asheboro, NC 27203

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ....., Cedar Grove Township, Randolph County, North Carolina and more particularly described as follows:

TRACT 1: BEGINNING at an iron pipe in the Southwest corner of Walter H. Gordon, Jr. (Deed Book 1059, Page 868) in the City of Asheboro property line; thence South 13 degrees 36 minutes 16 seconds West 340.06 feet along the City of Asheboro property line to an iron pipe at N.C. Grid Coordinates N 692,629.78 and E 1,733,031.03; thence South 85 degrees 57 minutes 34 seconds West 132.05 feet along line of Harvey Albert Rush to an iron pipe; thence North 86 degrees 43 minutes 34 seconds West 239.09 feet along Rush's line to an iron pipe; thence North 07 degrees 31 minutes 13 seconds West 11.00 feet to an iron pipe; thence North 22 degrees 03 minutes 18 seconds East 439.18 feet along a new line of Benjamin J. Frazier and wife, Sharon T. Frazier, to an iron pipe in Gordon's line; thence South 72 degrees 15 minutes 46 seconds East 301.25 feet along Gordon's line to the Beginning. Containing 3.032 acres.

TRACT 2: BEGINNING at an iron pipe at the Northeast corner of Audria A. Stout (Deed Book 1070, Page 284) in the line of the City of Asheboro property at N.C. Grid Coordinates N 693,469 and E 1,733,234.13; thence North 72 degrees 19 minutes 15 seconds West 224.14 feet along Stout's line to an iron pipe; thence along a new line of Benjamin J. Frazier and wife, Sharon T. Frazier, North 22 degrees 03 minutes 18 seconds East

N. C. Bar Assoc. Form No. 3A © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N. C. 27055
Printed by Agreement with the N. C. Bar Assoc. — 1981

9515219

982.80 feet to an iron pipe in the City of Asheboro property line; thence South 08 degrees 07 minutes 54 seconds West 829.82 feet to an iron pipe; thence continuing along the City of Asheboro property line South 13 degrees 36 minutes 16 seconds West 162.02 feet to the Beginning. Containing 2.668 acres.

The property hereinabove described was acquired by Grantor by instrument recorded in .....

.....

A map showing the above described property is recorded in Plat Book ..... page .....

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

Benjamin J. Frazier .....(SEAL)

Sharon T. Frazier .....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....
(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

BK 1434 PG 0024

SEAL - STAMP

Use Black Ink

NORTH CAROLINA, Randolph County.

I, a Notary Public of the County and State aforesaid, certify that Benjamin J. Frazier and wife, Sharon T. Frazier Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ____ day of September, 19 95.

My commission expires: July 16, 1999 Deborah Baddy Cox Notary Public

---

SEAL - STAMP

Use Black Ink

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ____ day of _____, 19____.

My commission expires: _____ Notary Public

SEAL - STAMP

Use Black Ink

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ____ day of _____, 19____.

My commission expires: _____ Notary Public

SEAL - STAMP

Use Black Ink

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that ____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this ____ day of _____, 19____.

My commission expires: _____ Notary Public

SEAL - STAMP

Use Black Ink

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that ____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this ____ day of _____, 19____.

My commission expires: _____ Notary Public

NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Deborah Baddy Cox, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1434, Page 22, This 25 day of September, 19 95 at 11:04 o'clock A M.

Ann Shaw, Register of Deeds

By Cookie Bayless Deputy Register of Deeds

N. C. Bar Assoc. Form No. 3A © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N. C. 27055
Printed by Agreement with the N. C. Bar Assoc. — 1981

Mail to: Grantee, 146 N. Church Street, Asheboro NC 27203

PREPARED BY SMITH, CASPER, SMITH, ALEXANDER & [illegible] LLP, ATTORNEYS, ASHEBORO, NC

This Deed, Made this the 14th day of October, A. D., 1998

by Gary W. Richardson and wife, Teresa B. Richardson

of Randolph County, North Carolina, parties of the first part (whether one or more persons) to

City of Asheboro

of Randolph County, North Carolina, parties of the second part (whether one or more persons). Witnesseth, That the said parties of the first part in consideration of Ten Dollars and other good and valuable considerations paid by the said parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto said parties of the second part and their heirs a tract or parcel of land, in Cedar Grove Township, Randolph County, North Carolina, described as follows:

BEGINNING at an iron pipe set in the Southern right-of-way line of NC Highway 49 having NC coordinates of North = 212732.2246 and East = 528745.3213 and being the Northeast corner of the West Asheboro Baptist Church as described in Book 1174, Page 1558, Randolph County Registry; thence from said beginning point along said right-of-way line, a chord course and distance of North 67 degrees 55 minutes 35 seconds East 609.89 feet to an iron pipe set; thence along Alma Kinney, South 07 degrees 41 minutes 31 seconds West 35.75 feet to an existing iron pipe; thence South 07 degrees 41 minutes 31 seconds West 510.40 feet to an existing iron pipe; thence along the City of Asheboro: South 39 degrees 40 minutes 14 seconds West 417.91 feet to an existing iron pipe and North 19 degrees 34 minutes 21 seconds West 489.93 feet to an existing iron pipe set; thence along West Asheboro Baptist Church, North 19 degrees 34 minutes 21 seconds West 182.64 feet to the Beginning, containing 6.1699 acres.

This description is in accord with a survey entitled "City of Asheboro", dated June 22, 1990, and prepared by T & R Associates.

Grantor reserves the right to stay in possession of the above-described property until July 1, 1999.

RE BOOK Book: 1577 Page: 0970

FILED 1998-022863
Oct 14 1998 04:19:17 pm
Randolph County, NC
Ann Shaw, REGISTER of DEEDS
Recording Fee 8.00
NC Real Estate ExTx 425.00

The above land was conveyed to grantor (s) by Deed See Book No. 1219, Page 1601.

To have and to hold The aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said parties of the second part and their heirs and assigns forever.

And the said parties of the first part do covenant that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from incumbrances; and that they will warrant and defend the said title to same against the claims of all persons whomsoever.

In Testimony Whereof the said parties of the first part have hereunto set their hands and seals the day and the year first above written.

Witness:

Gary W. Richardson (SEAL)
Teresa B. Richardson (SEAL)

NORTH CAROLINA, Randolph County

I, Celeste A. Sullivan, a Notary Public of said County, do hereby certify that Gary W. Richardson and wife, Teresa B. Richardson grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed of conveyance.

Witness my hand and seal, this the 14th day of October, 1998

My commission expires September 19, 2000 Celeste A. Sullivan N. P. (SEAL)

NORTH CAROLINA — Randolph County

NORTH CAROLINA — RANDOLPH COUNTY

The foregoing certificate(s) of Celeste A. Sullivan

Notary/Notaries Public is/are certified to be correct.

This 14 day of October, 1998.

ANN SHAW, REGISTER OF DEEDS

by: [signature] Register of Deeds

FILED Ann Shaw
Register of Deeds, Randolph Co,NC
Recording Fee: $17.00
NC Real Estate Ex Tx: $86.00



20060322000064890 DEED
Bk:RE1965 Pg:1204
03/22/2006 11:02:01 AM 1/2

NORTH CAROLINA GENERAL WARRANTY DEED

Prepared by Jeffrey C. Sugg, City Attorney for the City of Asheboro, North Carolina 27203.

Mail after recording to the Office of the City Attorney, City of Asheboro, Post Office Box 1106, Asheboro, North Carolina 27204-1106.

R|S $86.00

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

THIS DEED is made this 22nd day of March, 2006, by and between the following Grantor and Grantee:

GRANTOR: SAUNDRA H. SATTERFIELD, married,
526 Springwood Road, Asheboro, North Carolina 27205

GRANTEE: CITY OF ASHEBORO, a North Carolina municipal corporation,
146 North Church Street, Asheboro, North Carolina 27203

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

WITNESSETH:

WHEREAS, by means of a Deed of Gift recorded in Deed Book 1902, Page 1, Randolph County Registry, the Grantor acquired a parcel of land (Randolph County Parcel Identification Number 7639596162) located in Cedar Grove Township on the west side of Union Church Road; and

WHEREAS, the Grantee desires to purchase the above-described parcel of land for public use and benefit as part of the runway protection zone at the Asheboro Municipal Airport.

NOW THEREFORE, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor has and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple all of that parcel or tract of land lying and being in Cedar Grove Township, Randolph County, North Carolina and more particularly described as follows:

> BEING ALL of that 7.634 acres of land located on the west side of Union Church Road (North Carolina Secondary Road 1163) as shown by a plat of survey drawn under the supervision of Glenn Lee Brown, Professional Land Surveyor, and entitled "Final Plat Prepared for City of Asheboro", said plat of survey is recorded in Plat Book 103, Page 28 in the Office of the Register of Deeds of Randolph County, North Carolina.

In connection with the preparation of this instrument, the City Attorney has not examined any public records, as they may pertain to the above-described premises, and does not certify title.

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

Robert L. Satterfield, husband of the Grantor, joins in this sale and conveyance of the above-described lands to the Grantee in order to waive his marital interest under the North Carolina General Statutes, expressly including without limitation the elective life estate under Section 29-30 of the North Carolina General Statutes.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Saundra H. Satterfield (SEAL)

Robert L. Satterfield (SEAL)

Robert L. Satterfield

STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH

I, Celeste A. Brady, a Notary Public for the county and state aforesaid, do hereby certify that Saundra H. Satterfield and husband, Robert L. Satterfield, whose identities are personally known to me or whose respective identities were proven to me, personally appeared before me this day and acknowledged their voluntary due execution of the foregoing instrument for the purposes stated therein.

Witness my hand and official seal or stamp, this 22nd day of March, 2006.

NOTARY PUBLIC RANDOLPH COUNTY NORTH CAROLINA

Celeste A. Brady
Notary Public

My commission expires:

September 19, 2010

CELESTE A. BRADY
(Printed Name of Notary Public)

BK 2603 PG 597 (2)
This document presented and filed:
06/26/2018 03:35:24 PM
DEED
Fee $26.00 Excise Tax: $46.00
20062935
Randolph County North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: **$46.00** Recording Time, Book and Page:

Tax Map No. RU Parcel Identifier No: **7639239157**

Mail after recording to: **J. Wilson Alexander, Jr., 111 Worth St, Asheboro, NC 27203**

This instrument was prepared by: **J. Wilson Alexander, Jr.**

THIS DEED made this **26th** day of **June** , **2018** by and between

GRANTOR

Michael Evans Jones and wife, Tina Oxendine Jones

Mailing Address: 2142 Doul Mountain Road Asheboro NC 27205

GRANTEE

City of Asheboro, a North Carolina municipal corporation
Property Address: 0 Doul Mountain Road, Asheboro, NC 27205

Mailing Address: 146 N. Church Street Asheboro NC 27203

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land and more particularly described as follows:

CEDAR GROVE TOWNSHIP, RANDOLPH COUNTY, NORTH CAROLINA:

BEING ALL of that Jones Parcel 2, containing 2.507 acres, more or less, lying West side of Doul Mountain Road, as shown on plat entitled "Plat of Proposed Airport Property Acquisition - Jones Parcels City of Asheboro", prepared by Thomas Scaramastra, PLS, dated July 26, 2017, as Job # 17-002, amd recorded in Plat Book 156, Page 16, in the office of the Register of Deeds of Randolph County, North Carolina.

Together with all right, title and interest in that access easement recorded in Book 1569, Page 1203, Randolph County Registry.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book **1854** , Page

365 , Randolph County Registry.

A map showing the above described property is recorded in Plat Book 156 , Page 16 , and referenced within this instrument.

Does the above described property include the primary residence (yes/no) ? *No*

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

_____ (Entity Name)

By: _____

Title: _____

By: _____

Title: _____

Michael Evans Jones (SEAL)
Michael Evans Jones

Tina Oxendine Jones (SEAL)
Tina Oxendine Jones

_____ (SEAL)

_____ (SEAL)

NORTH CAROLINA RANDOLPH COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Michael Evans Jones and wife, Tina Oxendine Jones . Witness my hand and official stamp or seal, this the 26th day of June , 2018

My Commission Expires: 11-16-2021

CATHY ASHCRAFT-EDLEY Notary Public Randolph County, NC My Commission Expires 11-16-2021 RANDOLPH COUNTY, NC

Notary Public

Print Notary Name: Cathy Ashcraft- Edley

NORTH CAROLINA RANDOLPH COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____ , _____ . Witness my hand and official stamp or seal, this the _____ day of _____ , _____

My Commission Expires: _____

Notary Public

Print Notary Name: _____

BK 2603 PG 664 (2)
This document presented and filed:
06/27/2018 08:14:34 AM
DEED
Fee $26.00 Excise Tax: $134.00
20082947
Randolph County North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: **$134.00** Recording Time, Book and Page:

Tax Map No. Parcel Identifier No: **7639691287**

Mail after recording to: **J. Wilson Alexander, Jr., 111 Worth St, Asheboro, NC 27203**

This instrument was prepared by: **J. Wilson Alexander, Jr.**

THIS DEED made this **27th** day of **June**, **2018** by and between

GRANTOR

Farrah F. McNeill and husband, Jeremy E. McNeill

Mailing Address: 504 Upper Road Seagrove NC 27341

GRANTEE

City of Asheboro, a North Carolina municipal corporation
Property Address: 1480 Union Church Rd., Asheboro, NC 27205

Mailing Address: 146 N. Church Street Asheboro NC 27203

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land and more particularly described as follows:

CEDAR GROVE TOWNSHIP, RANDOLPH COUNTY, NORTH CAROLINA:

BEING ALL of that 3.214 acres, more or less, lying on the West side of Union Church Road, as shown on plat entitled "Plat of Proposed Airport Property Acquisition – McNeill Parcel - City of Asheboro", prepared by Thomas Scaramastra, PLS, dated July 18, 2017, as Job # 17-001, and recorded in Plat Book 156, Page 15, in the office of the Register of Deeds of Randolph County, North Carolina.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book **2510**, Page **709**, **Randolph** County Registry.

A map showing the above described property is recorded in Plat Book **156**, Page **15**, and referenced within this instrument.

Does the above described property include the primary residence (yes/no) ? ***No***

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

_____
(Entity Name)

By: _____

Title: _____

By: _____

Title: _____

_____

Farrah F. McNeill (SEAL)

Jeremy E. McNeill (SEAL)

_____ (SEAL)

_____ (SEAL)

NORTH CAROLINA **RANDOLPH** COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **Farrah F. McNeill and husband, Jeremy E. McNeill**. Witness my hand and official stamp or seal, this the **27th** day of **June**, **2018**

My Commission Expires: **11/16/2021**

CATHY ASHCRAFT-EDLEY Notary Public Randolph County, NC My Commission Expires 11-16-2021 RANDOLPH COUNTY, NC

Notary Public

Print Notary Name: **Cathy Ashcraft-Edley**

NORTH CAROLINA **RANDOLPH** COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____, _____. Witness my hand and official stamp or seal, this the _____ day of _____, _____

My Commission Expires: _____

_____
Notary Public

Print Notary Name: _____

BK 2661 PG 417 (2)
This document presented and filed:
08/06/2019 03:51:39 PM
DEED
Fee $26.00 Excise Tax: $253.00
20082903
Randolph County North Carolina
Krista M. Lowe, Register of Deeds

NORTH CAROLINA
GENERAL WARRANTY DEED

Excise Tax: **$253.00** Recording Time, Book and Page:

Tax Map No. Parcel Identifier No: **7639239453**

Mail after recording to: **Stephen Scott Eggleston, 111 Worth Street, Asheboro, NC 27203**

This instrument was prepared by: **Stephen Scott Eggleston/cae**

THIS DEED made this **24th** day of **June**, **2019** by and between

GRANTOR

Michael Evans Jones and wife, Tina O. Jones

Mailing Address: 2142 Doul Mountain Rd., Asheboro, NC 27205

GRANTEE

City of Asheboro, a North Carolina Municipal Corporation
Property Address: 2142 Doul Mountain Rd., Asheboro, NC 27205

Mailing Address: PO Box 1106, Asheboro, NC 27204

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land and more particularly described as follows:

CEDAR GROVE TOWNSHIP, RANDOLPH COUNTY, NORTH CAROLINA:

BEING ALL OF that certain 2.224-acre, more or less, tract or parcel of land labeled and shown as "Jones Parcel 1 Proposed for Conveyance to the City of Asheboro" on a plat of survey dated July 26, 2017, that was prepared as Job # 17-002 by Thomas Scaramastra, a professional land surveyor with license number L-4421. The plat of survey is titled "Plat of Proposed Airport Property Acquisition - Jones Parcels(;) CITY OF ASHEBORO" and is recorded in Plat Book 156, Page 16 in the Office of the Register of Deeds for Randolph County North Carolina.

ALONG WITH an easement for access as described in Deed Book 1580, Page 128.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book **1580**, Page

130 , Randolph County Registry.

A map showing the above described property is recorded in Plat Book 156 , Page 16 , and referenced within this instrument.

Does the above described property include the primary residence (yes/no) ? ***Yes***

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

_____ (Entity Name)	x _____ Michael Evans Jones (SEAL)
By: _____	x _____ Tina O. Jones (SEAL)
Title: _____	
By: _____	_____ (SEAL)
Title: _____	
_____	_____ (SEAL)

NORTH CAROLINA RANDOLPH COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Michael Evans Jones and wife, Tina O. Jones . Witness my hand and official stamp or seal, this the 6th day of August, 2019.

My Commission Expires: 07/24/2023

CATHY ASHCRAFT-EDLEY Notary Public Randolph County, NC My Commission Expires 07/24/2023 RANDOLPH COUNTY, NC

_____
Notary Public

Print Notary Name: Cathy Ashcraft-Edley

ORDINANCE NO. _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE TO ANNEX CITY-OWNED REAL PROPERTY THAT IS NOT CONTIGUOUS TO THE EXISTING PRIMARY MUNICIPAL BOUNDARIES

WHEREAS, on July 9, 2026, in accordance with Section 160A-58.7 of the North Carolina General Statutes, the Asheboro City Council adopted a resolution (Resolution Number -----) stating the governing board's intent to annex into the municipality approximately 264 acres of land in three areas, containing 17 parcels of land that surround the Asheboro Regional Airport; and

WHEREAS, area one is denoted as Airport Accessory Area and contains approximately 22.304 acres located north of NC Highway 49 South and west of Union Church Road, which is identified by Randolph County Parcel Identification Numbers 7639579806, 7369690113 and 7639691287; and

WHEREAS, area two is denoted as Airport Area North and contains approximately 125.150 acres located south of NC Highway 49 South and west of Tot Hill Farm Road, adjacent to and north of the Asheboro Regional Airport, which is identified by Randolph County Parcel Identification Numbers 7639473372, 7369479760, 7639579806, 7639454641 (the unannexed portion), 7639551008; and

WHEREAS, area three is denoted as Airport Area South and contains approximately 116.634 acres located north of Tot Hill Farm Road, adjacent to and south of the Asheboro Regional Airport, which is identified by Randolph County Parcel Identification Numbers 7639229344, 7639312766, 7639219308, 7639205494, 7639412973 (the unannexed portion), 7639229805, 7639239157, 7639239453 and 7639332815 ; and

WHEREAS, after the publication of the required public hearing notice in *The Courier-Tribune* on July 23, 2026, the public hearing on the proposed annexation into Asheboro's satellite municipal boundaries of the city-owned land described in Section 1 of this Ordinance was commenced at Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203, during a regular city council meeting that began at 6:00 p.m. on Thursday, August 6, 2026, and upon a duly adopted motion, this hearing was continued, without further advertising, until September 10, 2026;

WHEREAS, the public hearing on the proposed annexation into Asheboro's satellite municipal boundaries of the city-owned land described in Section 1 of this Ordinance was re-commenced at Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203, during a regular city council meeting that began at 6:00 p.m. on Thursday, September 10, 2026, and held in the council chamber at Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the Asheboro City Council finds that the area for which annexation is proposed meets the standards of Section 160A-58.1(b) of the North Carolina General Statutes, as follows:

a. The nearest point on the proposed satellite corporate limits line is not more than three miles from the primary corporate limits line of the City of Asheboro;

b. No point on the proposed satellite corporate limits line is closer to the primary corporate limits line of another municipality than to the primary corporate limits line of the City of Asheboro;

c. The area described in Section 1 of this Ordinance is situated in a manner that enables the City of Asheboro to provide the same services within the proposed satellite corporate limits that the city provides within the primary corporate limits;

d. No subdivision, as defined in Section 160A-376 of the North Carolina General Statutes, will be fragmented by this proposed annexation; and

WHEREAS, the Asheboro City Council further finds that the proposed annexation of the area described is in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro as follows:

Section 1. By virtue of the authority granted by Section 160A-58.7 of the North Carolina General Statutes, the following described property, which is owned

by the City of Asheboro and is not contiguous with Asheboro's existing primary corporate limits, is hereby annexed and made part of the City of Asheboro, effective immediately:

Airport Accessory Area
Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at a 2 inch Existing Iron Pipe, in the western Right of Way of Union Church Rd (State Road #1163), having North Carolina Grid Coordinates of Northing 699,431.77 US survey feet and Easting 1,736,586.34 US survey feet, said point also being a corner of the Proposed City of Asheboro Satellite City Limits, and lying being South 74°12'58" West a distance of 8487.26 feet from a corner of the Primary City Limits of the City of Asheboro having North Carolina Grid Coordinates of Northing 701,740.40 US survey feet and Easting 1,744,753.58 US survey feet, thence following the western edge of said Right of Way and the Proposed Satellite City Limits the following five (5) bearings and distances:

along a curve to the right having a chord bearing of South 06°45'37" East, a chord distance of 205.19 feet, and a radius of 800.00 feet to a Concrete Right of Way Monument;
South 01°04'36" West a distance of 7.93 feet to an Existing 1/2 inch Iron Rod;
along a curve to the right having a chord bearing of South 03°16'35" West, a chord distance of 185.09 feet, and a radius of 1866.61 feet to a Computed Point;
South 06°07'04" West a distance of 85.19 feet to a 5/8 inch Existing Iron Pipe;
South 06°10'46" West a distance of 230.22 feet to a Concrete Right of Way Monument located on the northwestern corner of the intersection of Union Church Road and NC Highway 49 South;

thence South 38°06'49" West a distance of 39.15 feet to a Concrete Right of Way Monument also located on the northwestern corner of the intersection of Union Church Road and NC Highway 49 South; thence along the northern Right of Way of NC Highway 49 South, South 77°26'40" West a distance of 761.35 feet to a Computed Point, thence, along a curve to the left having a chord bearing of South 74°41'11" West, a chord distance of 495.20 feet, and a radius of 5730.73 feet to a 5/8 inch Existing Iron Pipe, being the southeastern corner of Jennifer Ashley Hamilton and Brian Dean Hamilton (Deed Book 2947, Page 1264), and also being the southwestern corner of the City of Asheboro (Deed Book 1312, Page 1930); thence continuing with the common line of Hamilton and the City of Asheboro North 07°45'48" East a distance of 603.51 feet to a Computed Point; thence continuing along said common line South 87°31'31" East a distance of 118.34 feet to a 5/8 inch Existing Iron Rod, said point also being a common corner of said Hamilton Property, in the northern line of the City of Asheboro, and being the southwestern corner of another City of Asheboro parcel (Deed Book 1965, Page 1204); thence continuing with the common line of Hamilton and the City of Asheboro North 04°06'17" East a distance of 341.60 feet to a 5/8 inch Existing Iron Pipe, the northwestern corner of the aforesaid City of Asheboro parcel, and the

southwestern corner of another City of Asheboro parcel (Deed Book 2604, Page 664); thence continuing with Hamilton and the City of Asheboro North 03°38'25" East a distance of 103.43 feet to a 5/8 inch Existing Iron Pipe, a common corner of Hamilton, the City of Asheboro, and being the southwestern corner of L and W Realty II LLC (Deed Book 2862, Page 877); thence following along the common line of L and W Realty II LLC and the City of Asheboro South 87°26'05" East a distance of 698.37 feet to a 1 inch Existing Iron Pipe, being a corner of the L and W Realty II LLC and the southwestern corner of Apryl Nichole Smith and Joshua Smith (Deed Book 2663, Page 1575), following along the common line of aforesaid Smith Property and the City of Asheboro, South 87°06'21" East a distance of 214.53 feet to a 1-1/2 inch Existing Iron Pipe, a common corner of Smith and the City of Asheboro, thence continuing along the common line of Smith and the City of Asheboro North 70°54'59" East a distance of 129.80 feet to a 2 inch Existing Iron Pipe, the Point and Place of BEGINNING, containing a total area to be annexed of 22.304 Acres.

The above legal description was prepared based on a plat of survey by Thomas Scaramastra, PLS (North Carolina Professional Land Surveyor License Number L-4421), entitled "Annexation Plat for: Airport Accessory Area", and is identified as Job # 18-039.

Airport Area North
Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at a 3/4 inch Iron Pipe in the western right-of-way of Tot Hill Farm Road (State Road #1163), a corner of the City of Asheboro property as recorded in Deed Book 1312, Page 1930 in the Office of the Register of Deeds of Randolph County, having North Carolina Grid Coordinates of Northing 698,304.30 US survey feet and Easting 1,736,658.89 US survey feet, said point lying South 67°32'36" West a distance of 8759.69 feet from a corner of the Primary City Limits of the City of Asheboro having North Carolina Grid Coordinates of Northing 701,740.40 US survey feet and Easting 1,744,753.58 US survey feet, said point also being a corner of the Proposed City of Asheboro Satellite City Limits; thence along the proposed City Limits South 21°59'46" West a distance of 1763.40 feet, following the eastern line of the City of Asheboro and following the western property lines of David Alan Parrish (Deed Book 2362, Page 1352), Terry and Patricia Reeder (Deed Book 2379, Page 321), and Terry and Patty Reeder (Deed Book 2682, Page 698), to a 3/4" Iron Pipe, pinched top, a common corner with said Reeder, thence continuing along the common line with said Reeder and Terry and Patty Reeder (Deed Book 2665, Page 1097) South 89°43'51" East a distance of 1509.03 feet to a 3/4 inch Iron Pipe in the western Right of Way of Tot Hill Farm Road, also being the southeastern corner of said Reeder, thence following the western edge of the right of way of Tot Hill Farm Road and the proposed annexation line the following three (3) bearings and distances:

along a curve to the right having a chord bearing of South 12°08'45" East, a chord distance of 291.51 feet, and a radius of 1219.27 feet, to a

3/4 inch Existing Iron Pipe;

along a curve to the right having a chord bearing of South 07°00'41" West, a chord distance of 315.91 feet, and a radius of 1065.42 feet, to a Computed Point;

South 15°22'25" East a distance of 502.19 feet, to a Computed Point, a common corner with Raul Munoz and Rosa Barajas as recorded in Deed Book 1919, Page 1958; thence North 89°15'54" West a distance of 1832.68 feet along the common line of the City of Asheboro and the following six (6) parcels: Munoz and Barajas aforesaid, Conrad Hohing III (Deed Book 2744, Page 2403), Phillip and Angela Lanier (Deed Book 2028, Page 419), Phillip and Angela Lanier (Deed Book 1968, Page 1444), Tracey and Amy Bruce (Deed Book 1858, Page 3775), Tracey and Amy Bruce (Deed Book 1828, Page 4088) to a 3/4" Existing Iron Pipe, the northwestern corner of Bruce aforesaid; thence along the common line of the City of Asheboro and said Bruce parcel and Louise Parks (Deed Book 2826, Page 1609) South 22°04'20" West a distance of 1494.00 feet to a 3/4 inch Existing Iron Pipe in the current Satellite City Limits; thence following the current Satellite City Limits and through the property of the City of Asheboro the following eleven (11) bearings and distances:

North 03°56'00" East a distance of 707.60 feet, to a computed point;

North 00°58'00" East a distance of 539.28 feet, to a Computed Point;

North 57°13'00" East a distance of 266.73 feet to a Computed Point;

North 22°05'00" East a distance of 1153.02 feet to a Computed Point;

South 89°47'00" West a distance of 202.00 feet, to a Computed Point;

North 22°05'00" East a distance of 880.11 feet to a Computed Point;

North 67°55'00" West a distance of 600.08 feet to a Computed Point;

South 22°05'00" West a distance of 191.03 feet to a Computed Point;

South 39°41'00" West a distance of 994.60 feet to a Computed Point;

South 22°05'00" West a distance of 1247.20 feet to a Computed Point;

North 86°39'00" West a distance of 471.34 feet to a Computed Point in the western boundary of the City of Asheboro property, a corner of the current Satellite City Limits, said point also being the northeastern corner of Benjamin Frazier (Deed Book 1485, Page 650) and the southeastern corner of Benjamin Frazier (Deed Book 1485, Page 652), thence leaving the current Satellite City Limits and following the western line of the City of Asheboro and the eastern line of said Frazier North 15°46'51" East a distance of 1286.34 feet to a Computed Point, said point being the northeastern corner of the said Frazier and the southeastern corner of Ricky L. Pierce (Deed Book 2288, Page 957), thence, following the western line of the City of Asheboro and the eastern line of Pierce North 19°52'24" West a distance of 553.92 feet, to a 3/4 inch Pinched Top Existing Iron Pipe in the southern Right of Way line of North Carolina Highway 49, also being the northeastern corner of said Pierce; thence following the southern Right of Way of NC Highway 49 the following five (5) bearings and distances: North 64°11'13" East a distance of 962.01 feet, to a Computed Point;

along a curve to the right having a chord bearing of North 64°27'59" East, a chord distance of 57.62 feet and a radius of 5531.45 feet to a 1 inch Existing Iron Pipe;

along a curve to the right having a chord bearing of North 67°55'34" East, a chord distance of 610.07 feet and a radius of 5531.45 feet to a 3/4 inch Existing Iron Pipe;

along a curve to the right having a chord bearing of North 74°03'43" East, a chord distance of 574.14 feet, and a radius of 5531.45 feet to a Computed Point;

North 77°02'13" East and a distance of 748.37 feet to a Computed Point at the southwestern corner of the intersection of NC Highway 49 and Tot Hill Farm Road, continuing along that corner South 58°22'50" East and a distance of 65.42 feet to a Computed Point located in the southwestern corner of the intersection of NC Highway 49 and Tot Hill Farm Road and being the northern end of the right of way of Tot Hill Farm Road; thence with said right of way along a curve to the right having a chord bearing of South 26°10'53" East a chord distance of 72.34 feet, and a radius of 1346.82 feet to a 3/4 inch Existing Iron Pipe, the Point and Place of BEGINNING, containing a total area to be annexed of 125.150 Acres.

The above legal description was prepared based on a plat of survey by Thomas Scaramastra, PLS (North Carolina Professional Land Surveyor License Number L-4421), entitled "Annexation Plat for: Airport Area North", and is identified as Job # 18-038.

Airport Area South
Cedar Grove Township, Randolph County, North Carolina:

BEGINNING at a Computed Point in the northern right of way line of Pilots View Road (State Road 1197), said point being the southeastern corner of the City of Asheboro, as recorded in Deed Book 1465, Page 561 in the Office of the Register of Deeds of Randolph County, a common corner with Benito Murillo and Grobertis Lopez (Deed Book 2600, Page 686), and also being a corner of the Current City of Asheboro Satellite City Limits, having North Carolina Grid Coordinates of Northing 692,617.97 US survey feet and Easting 1,735,588.29 US survey feet, said point being South 45°08'00" West a distance of 12,934.85 feet from a corner of the Primary City Limits of the City of Asheboro having North Carolina Grid Coordinates of Northing 701,740.40 US survey feet and Easting 1,744,753.58 US survey feet; thence crossing Pilots View Road, and along the Proposed Satellite City Limits South 35°58'25" West a distance of 58.31 feet to a Computed Point located on the southern Right of Way of Pilots View Road, a corner of a parcel owned by City of Asheboro (Deed Book 1203, Page 1830); thence following the southern Right of Way of Pilots View Road, along a curve to the right having a chord bearing of South 40°21'17" East, a chord length of 432.44 feet, and a radius of 966.43' to a Computed Point, said point being a common corner of the City of Asheboro and Carolyn M. Hayes (Deed Book 1111, Page 591); thence following the proposed Satellite City Limits and the shared property line of the City of Asheboro and Hayes, South 89°21'50" West a distance of 348.87 feet to a White Flint Rock Pile; thence South 17°46'54" West a distance of 652.87 feet, to a 5/8 inch Existing Iron Pipe;

thence South 70°39'23" East a distance of 102.31 feet to a Computed Point; thence South 37°41'32" East a distance of 33.90 feet to a Computed Point located on the North side of Tot Hill Farm Road (SR 1163), said point being a common corner between the aforementioned City of Asheboro and Hayes properties; thence following the northern Right of Way of Tot Hill Farm Road the following seven (7) bearings and distances:

South 63°03'56" West a distance of 1304.29 feet to a Computed Point;
South 62°19'31" West a distance of 755.88 feet, to a Computed Point;
South 51°46'31" West a distance of 325.65 feet, to a Computed Point;
South 44°08'31" West a distance of 433.14 feet, to a Computed Point;
South 43°39'34" West a distance of 599.82 feet, to a Computed Point;
South 42°14'34" West a distance of 162.71 feet, to a Computed Point;
South 38°41'34" West a distance of 63.65 feet, to a Computed Point, in the northeastern intersection of Tot Hill Farm Road and Doul Mountain Road (SR 1199);

thence, following the eastern Right of Way of Doul Mountain Road the following twenty-one (21) bearings and distances:

North 76°00'56" West a distance of 53.24 feet, to a Computed Point;
North 10°43'26" West a distance of 23.56 feet, to a Computed Point;
North 12°31'54" West a distance of 101.22 feet, to a Computed Point;
North 14°37'57" West a distance of 100.77 feet, to a Computed Point;
North 13°05'49" West a distance of 301.53 feet, to a Computed Point;
Along a curve to the right, chord bearing North 03°40'04" East, chord distance 675.04 feet, and a radius of 1170.15 feet to a Computed Point;
Along a curve to the left, chord bearing North 15°28'52" East, chord distance 143.29 feet, and a radius of 830.11 feet to a Computed Point;
North 10°31'48" East a distance of 56.59 feet, to a Computed Point;
North 10°11'32" East a distance of 30.53 feet, to a Computed Point;
North 10°31'21" East a distance of 103.38 feet, to a Computed Point;
North 10°38'47" East a distance of 100.56 feet, to a Computed Point;
North 10°31'24" East a distance of 96.87 feet, to a Computed Point;
North 11°59'31" East a distance of 99.61 feet, to a Computed Point;
North 21°09'45" East a distance of 114.16 feet, to a Computed Point;
North 34°59'24" East a distance of 129.93 feet, to a Computed Point;
North 26°17'12" East a distance of 174.65 feet, to a Computed Point;
North 33°38'57" East a distance of 93.04 feet, to a Computed Point;
North 44°11'40" East a distance of 287.68 feet, to a Computed Point;
Along a curve to the left, chord bearing North 24°48'51" East, chord distance 235.64 feet, and a radius of 318.68 feet to a Computed Point;
North 05°26'01" East a distance of 251.18 feet, to a Computed Point;
Along a curve to the right, chord bearing North 15°02'28" East, chord distance 140.21 feet, and a radius of 420.75 feet to a Computed Point;

thence following around the cul-de-sac of Doul Mountain Road along a curve to the left, having a chord bearing North 14°44'10" East, a chord distance of 85.49 feet, and a radius of 50.01 feet to a Computed Point, thence continuing around the cul-de-sac of

Doul Mountain Road along a curve to the left, having a chord bearing of South 85°57'37" West, a chord distance of 76.66 feet, and a radius of 50.01 feet to a Computed Point, a common corner of Dennis Glenn Varner (Deed Book 1717, Page 1586) and a parcel owned by the City of Asheboro (Deed Book 1434, Page 22); thence following the common line of Varner and the City of Asheboro properties South 85°57'37" East a distance of 19.44 feet to a Computed Point; thence North 86°46'49" West a distance of 239.20 feet to a 5/8 inch Rebar, said point being a common corner with said Varner property, said City of Asheboro property, and Benjamin J. Frazier (Deed Book 1485, Page 650); thence following shared line the City of Asheboro and Frazier properties, North 07°34'28" West a distance of 11.00 feet, to a 3/4 inch Iron Pin; thence continuing with Frazier and the City of Asheboro North 22°03'27" East a distance of 439.46 feet to an Existing Iron Pipe, the northwestern corner of said City of Asheboro parcel, and in the southern line of another parcel owned by the City of Asheboro (Deed Book 2603, Page 597); thence along the common line of Frazier and said City of Asheboro parcel North 72°15'24" East a distance of 75.15 feet, to a 1 inch Existing Iron Pipe, thence, North 11°42'30" East a distance of 274.73 feet, to a 1-1/4 inch Existing Iron Pipe, the northwest corner of the City of Asheboro (Deed Book 2603, Page 597) and the southwest corner of another City of Asheboro parcel (Deed Book 2661, Page 417); thence continuing along said common line North 11°36'23" East a distance of 249.87 feet, to a 3/4 inch Existing Iron Pipe; thence South 72°18'57" East a distance of 170.15 feet to a 2" Existing Iron Pipe, thence, said point being in the northern line of the aforesaid City of Asheboro parcel, and being the southwestern corner of another City of Asheboro parcel (Deed Book 1434, Page 22); thence continuing along the common line of Frazier and the City of Asheboro North 22°03'24" East a distance of 982.91 feet to a 1/2 inch Rebar, a common corner of said Frazier and the City of Asheboro (Deed Book 729, Page 11), said point also being in the Current City of Asheboro Satellite City Limits; thence through the property of the City of Asheboro, and following the Current Satellite City Limits the following nine (9) bearings and distances:

South 08°07'53" West a distance of 829.93 feet, to an Existing Iron Rod;
South 13°36'16" West a distance of 162.04 feet, to a 1/2" Existing Iron Pipe;
South 13°37'29" West a distance of 249.10 feet, to a 5/8" Existing Iron Pipe;
South 13°36'05" West a distance of 274.31 feet, to a 5/8" Existing Iron Pipe;
South 13°45'29" West a distance of 339.86 feet, to a 1" Existing Iron Pipe;
South 89°34'00" East a distance of 106.19 feet, to a Computed Point;
South 22°05'00" West a distance of 760.52 feet, to a Computed Point;
South 67°55'00" East a distance of 1371.35 feet, to a Computed Point;
North 22°05'00" East a distance of 1552.22 feet, to a Computed Point,

said point being located on the southwestern Right of Way of Pilots View Road; thence North 61°21'00" West a distance of 202.33 feet to a Computed Point in western terminus of Pilots View Road; thence North 02°40'57" East a distance of 44.38 feet to a Computed Point, said point being the northwestern terminus of the Right of Way of Pilots View Road; thence following said Right of Way and the Current Satellite City Limits South 67°28'58" East a distance of 859.55 feet to a Computed Point; thence continuing with said right of way South 63°08'51" East a distance of 133.68 feet to a

Computed Point, thence continuing with said right of way South 52°38'00" East a distance of 82.51 feet to a Computed Point, the Point and Place of BEGINNING, containing a total area to be annexed of 116.634 Acres.

The above legal description was prepared based on a plat of survey by Thomas Scaramastra, PLS (North Carolina Professional Land Surveyor License Number L-4421), entitled "Annexation Plat for: Airport Area North", and is identified as Job # 18-038.

Section 2. Upon and after September 10, 2026, the above-described territory and any citizens and property found upon the described land shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The territory described in Section 1 of this Ordinance shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Register of Deeds of Randolph County, North Carolina, and in the Office of the Secretary of State of North Carolina in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections as required by Section 163-288.1 of the North Carolina General Statutes.

Section 4. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall be in full force and effect upon and after September 10, 2026.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on September 10, 2026.

_____
W. Joseph Trogdon, Jr, Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

Approved as to form:

_____

Thomas D. Carruthers, City Attorney

LEGEND

TEXT

EIP ~ Existing Iron Pipe
EIR ~ Existing Iron Rod
NIP ~ New Iron Pipe
CP ~ Computed Point
TBM ~ Temporary Bench Mark
R ~ Radius
Ch ~ Chord Distance
P/L ~ Property Line
R/W ~ Right-of-way
℄ ~ Centerline
D.B. ~ Deed Book
P.B. ~ Plat Book
Pg. ~ Page
YI ~ Yard Inlet
RCP ~ Reinforced Concrete Pipe
DI ~ Ductile Iron Pipe
CMP ~ Corrugated Metal Pipe

SYMBOLS

Existing Iron Pipe
Existing Iron Rod or Angle Iron
New Iron Pipe
Right of Way Monument
Computed Point
Utility Pole

LINETYPES

PIN / Deed Line
Right-of-Way
Adjacent Property

Line Table		
Line #	Length	Direction
L1	58.31	S35° 58' 25"W
L3	102.31	S70° 39' 32"E
L4	33.90	S37° 41' 32"E
L5	162.71	S42° 14' 34"W
L6	63.65	S38° 41' 34"W
L7	53.24	N76° 00' 56"W
L8	23.56	N10° 43' 26"W
L9	101.22	N12° 31' 54"W
L10	100.77	N14° 37' 57"W
L11	301.53	N13° 05' 49"W
L14	56.59	N10° 31' 48"E
L15	30.53	N10° 11' 32"E
L16	103.38	N10° 31' 21"E
L17	100.56	N10° 38' 47"E
L18	96.87	N10° 31' 24"E
L19	99.61	N11° 59' 31"E
L20	114.16	N21° 09' 45"E
L21	129.93	N34° 59' 24"E
L22	174.65	N26° 17' 12"E
L23	93.04	N33° 38' 57"E
L24	287.68	N44° 11' 40"E
L25	251.18	N5° 26' 01"E
L26	19.44	S85° 57' 37"W
L27	11.00	N7° 34' 28"W
L28	75.15	N72° 15' 24"W
L29	170.15	S72° 18' 57"E
L30	162.04	S13° 36' 16"W
L31	249.10	S13° 37' 29"W
L32	274.31	S13° 36' 05"W
L33	339.86	S13° 45' 29"W
L34	106.19	S89° 34' 00"E
L35	202.33	N61° 21' 00"W
L36	44.38	N2° 40' 57"E
L37	133.68	S63° 08' 51"E
L38	82.51	S52° 38' 00"E
L39	65.42	S58° 22' 50"E

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C6	72.35	1346.82	S26° 10' 53"E	72.34
C1	143.47	830.11	N15° 28' 52"E	143.29
C2	241.36	318.68	N24° 48' 51"E	235.64
C3	140.87	420.75	N15° 02' 28"E	140.21
C4	102.53	50.01	N14° 44' 10"E	85.49
C5	87.35	50.01	S85° 57' 37"W	76.66

Parcels in Annexation on This Sheet

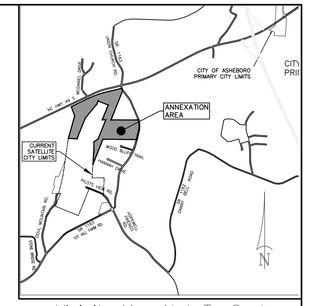
	PIN	Deed Reference
1.	7639473372	D.B. 1299, Pg. 205
2.	7639479760	D.B. 1577, Pg. 970
3.	7639579806	D.B. 1312, Pg. 930
4.	7639454641*	D.B. 729, Pg. 11
5.	7639551008	D.B. 1302, Pg. 866

* Portion already annexed

GRID NORTH
NAD 83 (2011)

NCGS MONUMENT "ASHEPORT"
NAD 83(2011) COORDINATES:
N: 693,997.30 FT.
E: 1,734,342.42 FT.
COMBINED FACTOR: 0.99987048

Annexation Area
125.150 Acres



Vicinity Map Not To Scale

Annexation Ordinance Adopted by the Asheboro City Council On:

_____

To Be Effective On:

_____

State of North Carolina
County of Randolph

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

_____
Review Officer

_____
Date

I, Thomas Scaramastra, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book AS, Page SHOWN); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, Page SHOWN; that the North Carolina Real Time Network was used to perform this GPS/GNSS survey; Class of Survey AA, Positional Accuracy 0.03', Field Survey Dates 4/24/2026 through 5/8/2026, NAD 83(2011) Datum, Combined Factor 0.99987048; that this plat was prepared in accordance with G. S. 47-30 as amended; that this plat was prepared in accordance with G. S. 47-30 section F-11-c-1, (survey of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision).

Witness my original signature, and Seal this

_____day of_____A.D. 2026.

_____
Professional Surveyor

License Number L-4421

NOTES

1. Total Area in Proposed Annexation: 125.150 Acres
2. The Area to be annexed shown represents all of the contiguous City-owned property of Asheboro Regional Airport lying north and east of the areas annexed into the City of Asheboro on June 27, 1989, October 27, 1998, and April 9, 2009 and which was not included in those annexations.
3. The sole purpose of this plat is to describe the annexation area of the unincorporated area left by the above earlier annexations, or subsequently acquired by The City of Asheboro
4. The property boundaries shown are a compilation of previously surveyed parcels, and not the result of a current field survey. Only the portions of this map for which physical monuments are shown are the result of a recent field survey, all other lines are based on data taken from Asheboro Regional Airport Exhibit "A" Property Map, prepared by the City of Asheboro Engineering Department, dated December, 1991, with deed references shown thereon.
5. All corners shown are Computed Points, unless otherwise indicated.
6. This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to this date and not visible at the time of inspection.
7. This survey was prepared without the benefit of a legal title search, and is subject to any facts an accurate title search may disclose.

Proposed City of Asheboro Satellite City Limits
Existing City of Asheboro Satellite City Limits
Existing City of Asheboro Primary City Limits

PICK UP: City of Asheboro

Airport Area North

Annexation Plat for the
Unincorporated Areas of Asheboro Regional Airport

City of Asheboro

Cedar Grove Township, City of Asheboro
Randolph County, North Carolina
Scale : 1" = 250' June 22, 2026

250 0 125 250 500 1000

Surveyed and Mapped By
Thomas Scaramastra, PLS
City of Asheboro Engineering Dept.
146 N. Church St.
Asheboro, North Carolina 27203
Ph : (336) 626-1200

Job # 18-038

LEGEND

TEXT

EIP ~ Existing Iron Pipe
EIR ~ Existing Iron Rod
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CP ~ Computed Point
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D.B. ~ Deed Book
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Pg. ~ Page
YI ~ Yard Inlet
RCP ~ Reinforced Concrete Pipe
DI ~ Ductile Iron Pipe
CMP ~ Corrugated Metal Pipe

SYMBOLS

Existing Iron Pipe
Existing Iron Rod or Angle Iron
New Iron Pipe
Right of Way Monument
Computed Point
Utility Pole

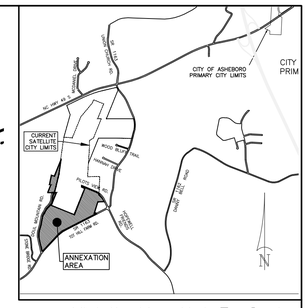
LINETYPES

PIN / Deed Line
Right-of-Way
Adjacent Property

Line Table		
Line #	Length	Direction
L1	58.31	S35° 58' 25"W
L3	102.31	S70° 39' 32"E
L4	33.90	S37° 41' 32"E
L5	162.71	S42° 14' 34"W
L6	63.65	S38° 41' 34"W
L7	53.24	N76° 00' 56"W
L8	23.56	N10° 43' 26"W
L9	101.22	N12° 31' 54"W
L10	100.77	N14° 37' 57"W
L11	301.53	N13° 05' 49"W
L14	56.59	N10° 31' 48"E
L15	30.53	N10° 11' 32"E
L16	103.38	N10° 31' 21"E
L17	100.56	N10° 38' 47"E
L18	96.87	N10° 31' 24"E
L19	99.61	N11° 59' 31"E
L20	114.16	N21° 09' 45"E
L21	129.93	N34° 59' 24"E
L22	174.65	N26° 17' 12"E
L23	93.04	N33° 38' 57"E
L24	287.68	N44° 11' 40"E
L25	251.18	N5° 26' 01"E
L26	19.44	S85° 57' 37"W
L27	11.00	N7° 34' 28"W
L28	75.15	N72° 15' 24"W
L29	170.15	S72° 18' 57"E
L30	162.04	S13° 36' 16"W
L31	249.10	S13° 37' 29"W
L32	274.31	S13° 36' 05"W
L33	339.86	S13° 45' 29"W
L34	106.19	S89° 34' 00"E
L35	202.33	N61° 21' 00"W
L36	44.38	N2° 40' 57"E
L37	133.68	S63° 08' 51"E
L38	82.51	S52° 38' 00"E
L39	65.42	S58° 22' 50"E

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C6	72.35	1346.82	S26° 10' 53"E	72.34
C1	143.47	830.11	N15° 28' 52"E	143.29
C2	241.36	318.68	N24° 48' 51"E	235.64
C3	140.87	420.75	N15° 02' 28"E	140.21
C4	102.53	50.01	N14° 44' 10"E	85.49
C5	87.35	50.01	S85° 57' 37"W	76.66

GRID NORTH
NAD 83 (2011)



Vicinity Map Not To Scale

Annexation Area #1
116.634 Acres
(Area in Parcels: 115.184 Acres
Area in R/W: 1.450 Acres)

Annexation Ordinance Adopted by the Asheboro City Council On:

_____

To Be Effective On:

_____

State of North Carolina
County of Randolph

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

_____
Review Officer

_____
Date

I, Thomas Scaramastra, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book AS , Page SHOWN); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS , Page SHOWN ; that the North Carolina Real Time Network was used to perform this GPS/GNSS survey: Class of Survey AA , Positional Accuracy 0.03' , Field Survey Dates 4/24/2026 through 5/8/2026, NAD 83(2011) Datum, Combined Factor 0.999987048; that this plat was prepared in accordance with G. S. 47-30 as amended; that this plat was prepared in accordance with G. S. 47-30 section F-11-c-1, (survey of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision).

Witness my original signature, and Seal this

_____day of_____A.D. 2026.

_____
Professional Surveyor

License Number L-4421

NOTES

1. Total Area in Proposed Annexation: 116.634 Acres
2. The Area to be annexed shown represents all of the contiguous City-owned property of Asheboro Regional Airport lying south and west of the areas annexed into the City of Asheboro on June 27, 1989, October 27, 1998, and April 9, 2009 and which was not included in those annexations.
3. The sole purpose of this plat is to describe the annexation area of the unincorporated area left by the above earlier annexations, or subsequently acquired by The City of Asheboro
4. The property boundaries shown are a compilation of previously surveyed parcels, and not the result of a current field survey. Only the portions of this map for which physical monuments are shown are the result of a recent field survey, all other lines are based on data taken from Asheboro Regional Airport Exhibit "A" Property Map, prepared by the City of Asheboro Engineering Department, dated December, 1991, with deed references shown thereon.
5. All corners shown are Computed Points, unless otherwise indicated.
6. This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to this date and not visible at the time of inspection.
7. This survey was prepared without the benefit of a legal title search, and is subject to any facts an accurate title search may disclose.

Proposed City of Asheboro Satellite City Limits
Existing City of Asheboro Satellite City Limits
Existing City of Asheboro Primary City Limits

NCGS MONUMENT "ASHEPORT"
NAD 83(2011) COORDINATES:
N: 693,997.30 FT.
E: 1,734,342.42 FT.
COMBINED FACTOR: 0.99987048

COMPUTED POINT
N: 692,617.97 FT
E:1,735,588.29 FT

CITY OF ASHEBORO
PRIMARY CITY LIMITS
N: 701,740.40 FT
E:1,744,753.58 FT

PICK UP: City of Asheboro

Parcels in Annexation on This Sheet

	PIN	Deed Reference
1.	7639229344	D.B. 871; Pg. 338
2.	7639312766	D.B. 871; Pg. 338
3.	7639219308	D.B. 1294, Pg. 518
4.	7639205494	D.B. 1291, Pg. 201
5.	7639412973*	D.B. 1203, Pg. 1830
6.	7639229805	D.B. 1434, Pg. 22
7.	7639239157	D.B. 2603, Pg. 597
8.	7639239453	D.B. 2661, Pg. 417
9.	7639332815	D.B. 1434, Pg. 22

* Portion already annexed

Airport Area South

Annexation Plat for the
Unincorporated Areas of Asheboro Regional Airport

City of Asheboro

Cedar Grove Township, City of Asheboro
Randolph County, North Carolina
Scale : 1" = 250' June 22, 2026

250 0 125 250 500 1000

Surveyed and Mapped By
Thomas Scaramastra, PLS
City of Asheboro Engineering Dept.
146 N. Church St.
Asheboro, North Carolina 27203
Ph : (336) 626-1200

Job # 18-038

LEGEND

TEXT

EIP ~ Existing Iron Pipe
EIR ~ Existing Iron Rod
NIP ~ New Iron Pipe
CP ~ Computed Point
TBM ~ Temporary Bench Mark
R ~ Radius
Ch ~ Chord Distance
P/L ~ Property Line
R/W ~ Right-of-way
℄ ~ Centerline
D.B. ~ Deed Book
P.B. ~ Plat Book
Pg. ~ Page
YI ~ Yard Inlet
RCP ~ Reinforced Concrete Pipe
DI ~ Ductile Iron Pipe
CMP ~ Corrugated Metal Pipe

SYMBOLS

Existing Iron Pipe
Existing Iron Rod or Angle Iron
New Iron Pipe
Right of Way Monument
Computed Point
Utility Pole

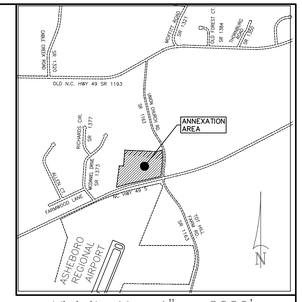
LINETYPES

PIN / Deed Line
Right-of-Way
Adajcent Property

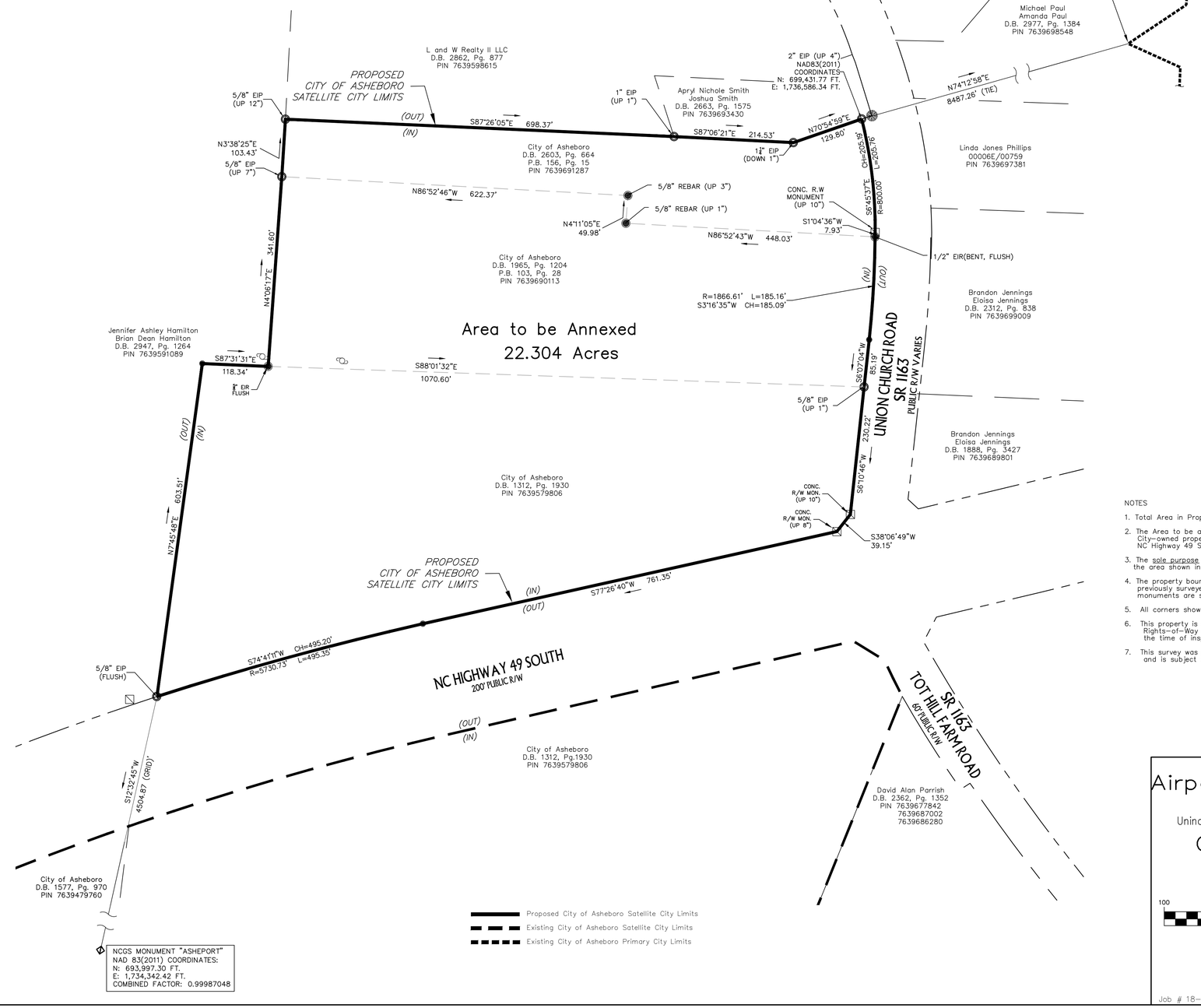
N
GRID NORTH
NAD 83 (2011)

Parcels in Annexation on This Sheet

	PIN	Deed Reference
1.	7639579806	D.B. 1312, Pg. 1930
2.	7639690113	D.B. 1965, Pg. 1204
3.	7639691287	D.B. 2603, Pg. 664



Vicinity Map 1" = 2000'



Annexation Ordinance Adopted by the Asheboro City Council On:

_____

To Be Effective On:

_____

State of North Carolina
County of Randolph

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

_____
Review Officer

_____
Date

I, Thomas Scaramastra, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book AS, Page SHOWN); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, Page SHOWN; that the North Carolina Real Time Network was used to perform this GPS/GNSS survey: Class of Survey AA, Positional Accuracy 0.03', Field Survey Dates 4/24/2026 through 5/8/2026, NAD 83(2011) Datum, Combined Factor 0.999987048; that this plat was prepared in accordance with G. S. 47-30 as amended; that this plat was prepared in accordance with G. S. 47-30 section F-11-c-1, (survey of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision).

Witness my original signature, and Seal this

_____day of_____A.D. 2026.

_____
Professional Surveyor

License Number L-4421

NOTES

1. Total Area in Proposed Annexation: 22.304 Acres
2. The Area to be annexed shown represents all of the City-owned property at Asheboro Regional Airport lying north NC Highway 49 South.
3. The sole purpose of this plat is to describe the annexation area of the area shown into the corporate limits of The City of Asheboro.
4. The property boundaries shown are a compilation of current and previously surveyed parcels. All portions of this map for which physical monuments are shown are the result of a current field survey.
5. All corners shown are Computed Points, unless otherwise indicated.
6. This property is subject to any Easements, Agreements, or Rights-of-Way of record prior to this date and not visible at the time of inspection.
7. This survey was prepared without the benefit of a legal title search, and is subject to any facts an accurate title search may disclose.

Airport Accessory Area

Annexation Plat for the
Unincorporated Areas of Asheboro Regional Airport

City of Asheboro

Cedar Grove Township, City of Asheboro
Randolph County, North Carolina
Scale : 1" = 100' June 22, 2026

100 0 50 10 200 400

Surveyed and Mapped By
Thomas Scaramastra, PLS
City of Asheboro Engineering Dept.
146 N. Church St.
Asheboro, North Carolina 27203
Ph : (336) 626-1200

Job # 18-039

ORDINANCE NO. _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

AN ORDINANCE EXTENDING THE ASHEBORO CITY LIMITS BY ANNEXING LAND LOCATED AT US HIGHWAY 64 EAST

WHEREAS, in accordance with Section 160A-31 of the North Carolina General Statutes, Shri Asheboro, LLC, a North Carolina limited liability company has submitted a petition requesting the annexation into Asheboro of approximately 3.365 Acres (2.156 Acres in the Annexation Parcel and 1.209 Acres in the Right of Way of US 64 Business East) at the intersection of Ragsdale Road and US Highway 64 East; and

WHEREAS, the territory proposed for annexation is more specifically described by metes and bounds in Section 1 of this Ordinance; and

WHEREAS, on August 6, 2026, by means of a duly adopted resolution (Resolution Number _____), the Asheboro City Council directed the city clerk to investigate the sufficiency of the petitions submitted by the above-listed petitioners, and the city clerk has in fact certified the sufficiency of the annexation petitions; and

WHEREAS, pursuant to Asheboro City Council Resolution Number _____, a legal notice was published on August 27, 2026, in *The Courier-Tribune*, a newspaper with general circulation in the City of Asheboro, announcing that a public hearing to consider the adoption of an ordinance annexing the described territory into the City of Asheboro would be held during the city council's next regular meeting, which was scheduled to begin at 6:00 p.m. on September 10, 2026, in the council chamber on the second floor of Asheboro City Hall, 146 North Church Street, Asheboro, North Carolina 27203; and

WHEREAS, the public hearing was held, as advertised, on September 10, 2026; and

WHEREAS, the city council has concluded that all landowners required by law to sign the annexation petitions have, in fact, signed the petitions; and

WHEREAS, the city council has concluded that the annexation petitions were not submitted under subsection (b1) or subsection (j) of Section 160A-31 of the North Carolina General Statutes; and

WHEREAS, the city council has also concluded that the annexation petitions meet the requirements of Section 160A-31 of the North Carolina General Statutes and that public health, safety, and welfare concerns within the City of Asheboro and the area proposed for annexation will be best addressed by annexing the territory described in Section 1 of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro as follows:

Section 1. By virtue of the authority granted in Section 160A-31 of the North Carolina General Statutes, the following described contiguous territory is annexed, attached to, and hereby becomes a part of the City of Asheboro, North Carolina:

Asheboro Township, Randolph County, North Carolina:

BEGINNING at an 5/8 inch Existing Iron Pipe in the Primary City Limits of the City of Asheboro, having North Carolina Grid Coordinates of Northing 713,389.63 US survey feet and Easting 1,768,937.75 US survey feet (NAD83 (2011) Datum), said point being in the western line of Shade and Tish Joines, as recorded in Deed Book 2311, Page 409 in the Office of the Register of Deeds of Randolph County, the southeastern corner of Neale and John Kearns, as recorded in Deed Book 2017, Page 1894 of said Registry, the northeastern corner of SHRI Asheboro, LLC (Deed Book 2552, Page 703), and the northeastern corner of the proposed Annexation Area herein described; thence along the common line of SHRI Asheboro, LLC and Joines, and with the current Primary City Limits South 04 degrees 20 minutes 03 seconds West a distance of 250.18 feet to a 1-1/2 inch Iron Pipe; thence continuing along the common line of SHRI Asheboro, LLC and Joines, and the current Primary City Limits South 43 degrees 48 minutes 30 seconds East a distance of 102.64 feet to a 1/2 inch Iron Rod in the northern Right of Way of US 64 Business East, said point being the southeastern corner of SHRI Asheboro, LLC and the southwestern corner of Joines; thence following the current Primary City Limits and crossing the Right of Way of US 64 Business East South 43 degrees 39 minutes 09 seconds East a distance of 139.26 feet to a Computed Point in the southern Right of Way of US 64 Business East, said point also being in the northern line of a parcel owned by Randolph County (Deed

Book 2524, Page 408), and a corner of the current Primary City Limits; thence along the northern line of said Randolph County property, the southern Right of Way of US 64 Business East, and the current Primary City Limits South 47 degrees 37 minutes 44 seconds West a distance of 94.88 feet to a Computed Point; thence continuing with said line South 45 degrees 12 minutes 06 seconds West a distance of 273.76 feet to a Computed Point; thence crossing the Right of Way of US 64 Business East, and along the Proposed Primary City Limits North 44 degrees 32 minutes 46 seconds West a distance of 148.15 feet to a 60D Nail set at the base of a 5/8 inch Iron Rod in the northern Right of Way of US 64 Business East, said point being the southwestern corner of SHRI Asheboro, LLC aforesaid and the southeastern corner of 1709 Properties, LLC (Deed Book 2552, Page 703); thence along the common Line of SHRI Asheboro, LLC and 1709 Properties, LLC, and along the Proposed Primary City Limits North 03 degrees 49 minutes 00 seconds East, a distance of 485.28 feet to a 60D Nail set at the base of a 1 inch Iron Pipe, meeting the Current Satellite City Limits at a point approximately 414 feet along said line; thence continuing along the common line of SHRI Asheboro, LLC and 1709 Properties, LLC, and the Current Satellite City Limits North 03 degrees 58 minutes 46 seconds East a distance of 99.96 feet to a 1-1/2 inch Iron Pipe, a common corner of SHRI Asheboro, LLC, 1709 Properties, LLC, and Kearns aforesaid, and being a corner of the Current Satellite City Limits; thence along the common line of Kearns and SHRI Asheboro, LLC, and the Proposed Primary City Limits South 87 degrees 20 minutes 03 seconds East a distance of 180.96 feet to a 5/8 inch Iron Rod, the Point and Place of BEGINNING, and containing a total of 3.365 Acres (2.156 Acres in the Annexation Parcel and 1.209 Acres in the Right of Way of US 64 Business East), more or less, and described in a plat of survey prepared by Survey Carolina, PLLC, as Job # 19059, and signed by Dan W Tanner, PLS #L-4787.

The plat of survey referenced in the immediately preceding paragraph is recorded in Plat Book _____, Page _____, Randolph County Registry.

Section 2. Upon and after September 10, 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheboro and shall be entitled to the same privileges and benefits as other parts of the City of Asheboro. The above-described territory shall be subject to municipal taxes according to Section 160A-58.10 of the North Carolina General Statutes.

Section 3. The Mayor of the City of Asheboro shall cause to be recorded in the Office of the Randolph County Register of Deeds and in the Office of the North Carolina Secretary of State an accurate map of the annexed territory described in Section 1 of this Ordinance together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Randolph County Board of Elections as required by Section 163-288.1 of the North Carolina General Statutes.

Section 4. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall be in full force and effect upon and after September 10, 2026.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting on September 10, 2026.

_____

W. Joseph Trogdon, Jr., Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

Approved as to form:

_____

Thomas D. Carruthers, City Attorney

SHRI HOTELS

Shri Asheboro, LLC
121 Brookbank Hill Place
Cary, NC 27519
919-455-5949

June 19th, 2026

City of Asheboro
Randolph County
North Carolina

Re: Petition for Voluntary Annexation – Proposed TownePlace Suites Development

Dear City of Asheboro:

We, the undersigned owners of the real property as contained in the metes and bounds description with plat attached hereto, respectfully request that the area described below be annexed and made part of the City of Asheboro, North Carolina.

The property subject to this petition consists of four (4) contiguous parcels located in Randolph County, North Carolina, which together comprise the development site for the proposed TownePlace Suites hotel project. The parcels are more particularly described as follows:

Randolph County Map & Parcel	Deed Book & Page Number	Acreage Annexed	Existing Population	Current Assessed Value
51713 / 7761837067	002951 / 01874	1.42	0	$99,450
51700 / 7761827912	002951 / 01874	0.11	0	$2,480
51699 / 7761826895	002951 / 01874	0.32	0	$99,110
51714 / 7761837268	002951 / 01874	0.40	0	$9,000

The owner of record of all four parcels described above is Shri Asheboro, LLC, a North Carolina limited liability company. As reflected in the table above, the total acreage subject to this petition is 2.25 acres, with a combined current assessed value of $210,940, and an existing population of zero (0).

The subject property is located within the East Side fire district, and the owner respectfully requests that the City coordinate with the appropriate fire service provider in connection with this annexation.

The owner intends to develop the property as a TownePlace Suites extended-stay hotel and is seeking annexation in order to receive municipal water, sewer, and other City services in connection with this development. The undersigned certifies that the information contained in this petition is true and correct to the best of their knowledge, and respectfully requests that the City of Asheboro act on this petition in accordance with applicable law.

Should the City require any additional information, surveys, deeds, or other documentation in support of this petition, the owner will promptly provide same upon request. We appreciate the City's consideration of this petition and look forward to working with City staff throughout the annexation process.

Respectfully submitted,

SHRI ASHEBORO, LLC

Akshat A. Patel
Member-Manager
Shri Asheboro, LLC

6/19/26

ANNEXATION PETITION
CITY OF ASHEBORO
RANDOLPH COUNTY
NORTH CAROLINA

Petition received at City Hall
by _____
date _____

WE, THE UNDERSIGNED OWNERS of the real property as contained in the METES AND BOUNDS DESCRIPTION with PLAT ATTACHED hereto, respectfully request that the area described below be annexed and made part of the City of Asheboro, North Carolina.

ATTACHMENTS - Please supply the following:
a complete copy of the last deed of record (a written metes and bounds description is required if the description contained in the deed is different from the boundary survey of the property to be annexed), and

one of the following: a copy of the plat outlining in red the property to be annexed (if property is split according to Randolph County Tax Map/Parcels), or a copy of the Randolph County Tax Map 1" = 200' scale or 1" = 100' inserts (if the property is entire Tax Map Parcels).

PROPERTY INFORMATION - Please complete (print or type) all of the following: 4 Parcels

RANDOLPH COUNTY MAP & PARCEL	DEED BOOK & PAGE NUMBER	ACREAGE ANNEXED	EXISTING POPULATION	CURRENT ASSESSED VALUE
① 51713/77618370 67	002951/	1.42	0	$ 99,450
② 51700/77619279 12	01874	0.11	0	$ 2,480
③ 51699/77618768 95		0.32	0	$ 99,110
FIRE DISTRICT EAST Side		0.40	0	$ 9,000

NAME OF PROPERTY OWNERS	CURRENT ADDRESS	TELEPHONE NUMBER
④ 51714/77618372 68 SHRI ASHEBORO, LLC	121 Brooksanic Hill Ct CARY, NC 27519	919-455-5949

Has any vested right under NC General Statute 160A 385.1 been established for the property subject to this annexation petition by any county or municipality? _____

SIGNATURES - Please complete one of the following sections:

PROPERTY OWNED BY INDIVIDUALS (Both husband and wife must sign)

Signature _____ Date _____
Signature _____ Date _____
Signature _____ Date _____

PROPERTY OWNED BY CORPORATION

The area to be annexed is owned by a corporation property registered with the State of North Carolina. THE PRESIDENT IS _____ AND THE SECRETARY IS _____.

_____
Signature of President/date

_____
Signature of Secretary/date

_____
Notary

(Notary Seal) _____ Commission Expires (Corporate Seal)

PROPERTY OWNED BY PARTNERSHIP

The area to be annexed is owned by a partnership of which both partners agree to this petition. The partners are _____ and _____.

_____
Signature of Partner/date

_____
Signature of Partner/date

_____
Notary

(Notary Seal) _____ Commission Expires (Corporate Seal)

PROPERTY OWNED BY LIMITED LIABILITY COMPANY

AKSHAT A. PATEL
Member-Manager (Print Name)

Member-Manager (Signature)

_____
Member-Manager (Print Name)

_____
Member-Manager (Signature)

Notes:
1. This project is not located within a special flood hazard area per NCFRIS.
   Map #: 3710776100J Effective Date: 1/2/2008
2. Area calculated by coordinate geometry.
3. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
4. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
5. Plat Reference
   PB: 19
   PG: 26
6. Tax PIN: 7761826895, 7761827912, 7761837067, 7761837268

Date Annexation Ordinance

Adopted by the Asheboro City Council: _____

Annexation Ordinance Effective Date: _____

STATE OF NORTH CAROLINA

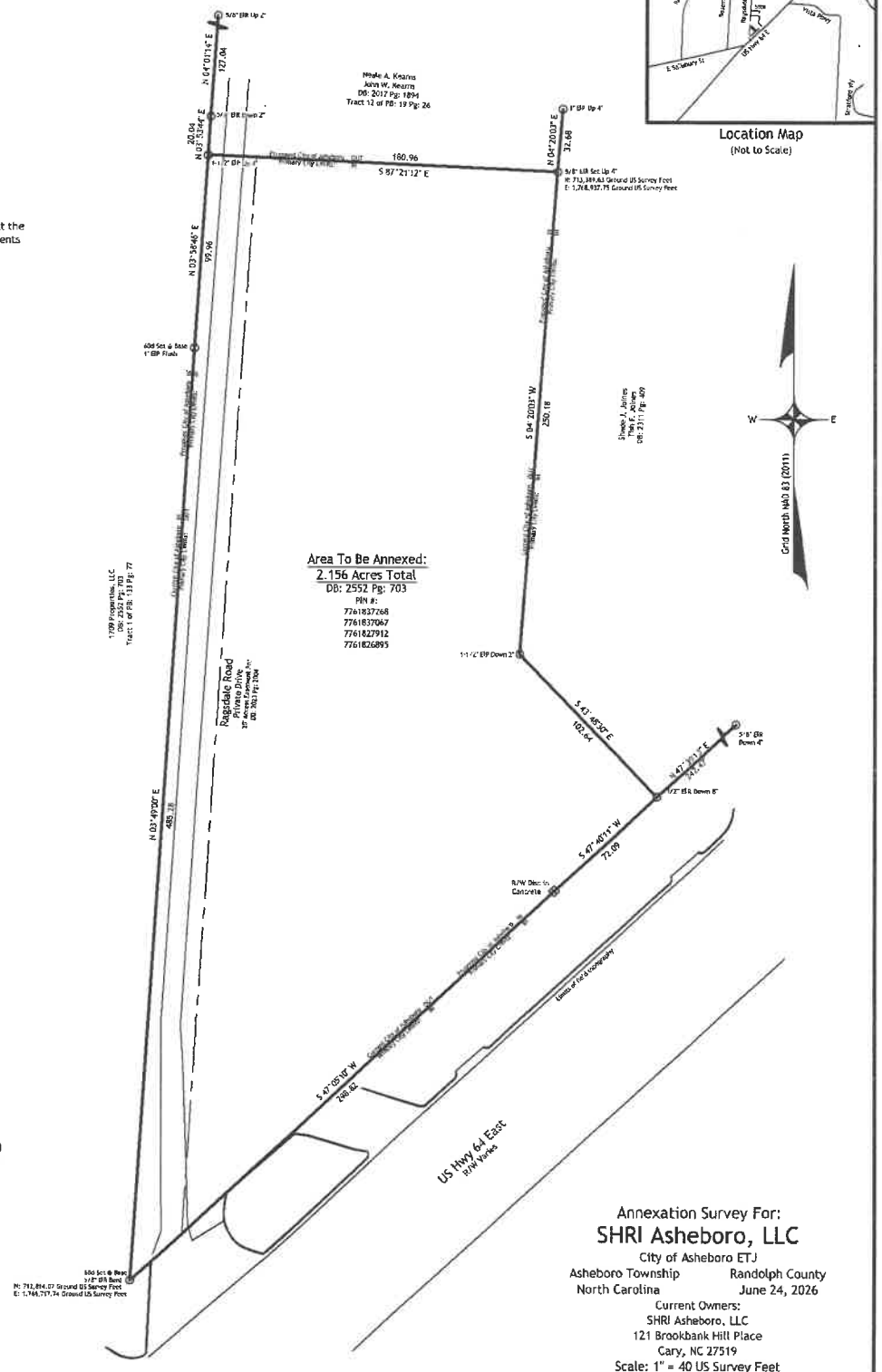
I, _____ Review Officer of Randolph County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

_____ _____
Date Review Officer

Hardwood Tree
Evergreen Tree
Stone
R/W - Right of Way Monument
RRS - Railroad Spike
NIR - New Iron Rod
NIP - New Iron Pipe
NCGS Monument
EM - Existing Mail
EIR - Existing Iron Rod
EIP - Existing Iron Pipe
Existing Concrete Monument
Bench Mark
Computed Point / Point Not Set
Well

Property Line
Computed Property Line
Right of Way Line
Easement Line
Tie Lines
Setback Lines
Gas Line
Sanitary Sewer Line
Storm Sewer Line
Water Line
Fence
Overhead Utility Line
Overhead Power Line
Underground Electric Line
Underground Comm. Line
100-Year Flood Hazard Line
Floodway
C/L Railroad

Catch Basin
Yard Inlet
Storm Sewer Manhole
Junction Box
Drop Inlet
Irrigation Control Valve
Back Flow Preventer
Water Valve
Water Manhole
Water Meter
Fire Dept. Connection
Fire Hydrant
Utility Pole
Telephone Pedestal
Telephone Pole
Transformer
Communications Manhole
SS - Sanitary Sewer
SS Manhole
SS Cleanout
U/G Power Box
Power Pole
Light Pole
Guy Pole
Gas Valve
Guy Wire
Gas Manhole
Gas Meter
Electric Meter
Electric Manhole
Spot Elevation



Location Map
(Not to Scale)

I, Dan W Tanner II, certify that this plat was prepared under my supervision from an actual field survey of description(s) as recorded in:

Book 2951 , page 1847 ;

That the boundaries not surveyed are clearly indicated as such and were plotted from information as referenced hereon; That the ratio of precision as calculated was 1:10000+ and that the global navigation satellite system (GNSS) was used to perform a portion of this survey and the following information was used:

(1) Class of survey: Class A
(2) Positional accuracy: <0.10'
(3) Type of GNSS field procedure: Real-Time Kinematic Networks
(4) Dates of survey: October 22, 2024
(5) Datum/Epoch: NAD83(2011) / 2010.00
(6) Published/Fixed-control use: North Carolina Real Time Network
(7) Geoid model: Geoid18
(8) Combined grid factor(s): 0.99990396
(9) GPS/GNSS Scale Point:
N:712,864.39 E:1,768,780.15 Z:836.09
(10) Units: US Survey Feet

In accordance with NC General Statute 47-30(f)11c.1.
I further certify this survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purpose of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.

That this plat meets the requirements of the standards of practice for land surveying in North Carolina (21 NCAC 56.1600) and that this plat was prepared in accordance with G.S 47-30 as amended. Witness my hand and seal this the 24th day of June, A.D. 2026.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

NORTH CAROLINA PROFESSIONAL SEAL L-4787 LAND SURVEYOR DAN W TANNER II

_____ _____
Professional Land Surveyor L-4787

Annexation Survey For:
SHRI Asheboro, LLC
City of Asheboro ETJ
Asheboro Township Randolph County
North Carolina June 24, 2026
Current Owners:
SHRI Asheboro, LLC
121 Brookbank Hill Place
Cary, NC 27519
Scale: 1" = 40 US Survey Feet
Bar Scale:
0' 40' 80' 120'

SURVEY CAROLINA, PLLC
154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Firm #: P-1110 Drawn By: AJS
© 2026 Survey Carolina, Pllc
Checked By: DWT
Job #: 19059

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

A RESOLUTION AUTHORIZING CITY PARTICIPATION IN THE EXTENSION OF WATER AND SEWER UTILITIES TO SERVE THE PROPOSED RAGSDALE ROAD HOTEL DEVELOPMENT PURSUANT TO THE CITY OF ASHEBORO POLICY FOR WATER AND SEWER LINE EXTENSIONS

WHEREAS, the City Council of the City of Asheboro has adopted a Policy for Water and Sewer Line Extensions establishing the circumstances under which the City may participate in the extension of public water and sewer infrastructure; and

WHEREAS, the proposed hotel development located on Ragsdale Road is located within the corporate limits of the City of Asheboro and requires the extension of public water and sewer facilities to provide municipal utility service; and

WHEREAS, the proposed utility extensions will enhance the City's public utility system, support economic development, expand the local tax base, and provide public infrastructure capable of serving future development in the area; and

WHEREAS, the City's Policy for Water and Sewer Line Extensions authorizes the City to provide or pay for eligible materials for water and gravity sewer line extensions along existing streets serving property within the City Limits, while requiring the developer to provide engineering plans, acquire easements, obtain all required approvals, install the improvements in accordance with City specifications, and bear all costs not specifically assumed by the City; and

WHEREAS, the estimated cost for the City's portion of this extension is one hundred and seventy-five thousand, six hundred and twenty-nine dollars ($175,629.00), subject to a 5% contingency increase in materials pricing.

WHEREAS, the City Council finds that participation in the utility extensions serving the proposed Ragsdale Road hotel development is consistent with the City's adopted policy and is in the best interest of the citizens of Asheboro.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro, North Carolina, that:

1. The City Council hereby authorizes City participation in the extension of public water and sewer facilities necessary to serve the proposed hotel development located on Ragsdale Road in accordance with the City's adopted Policy for Water and Sewer Line Extensions.

2. The amount of the City of Asheboro's participation shall not exceed one hundred and seventy-five thousand, six hundred and twenty-nine dollars ($175,629.00), subject to a 5% contingency increase in materials pricing.

3. The City's participation shall be limited to the costs authorized under the adopted Policy for Water and Sewer Line Extensions and shall be subject to the availability of appropriated funds. The authorization granted by this Resolution is expressly contingent upon the developer (a) paying all applicable water and sewer utility connection fees, including any required system development fees and tap fees, and (b) obtaining and paying for the building permit for the proposed hotel development.

4. The developer shall remain responsible for all obligations required by the City's Policy for Water and Sewer Line Extensions, including engineering, easement acquisition, permitting, installation, testing, and all other costs not specifically authorized for City participation.

5. The developer shall assume liability for and all costs, damages, or injuries arising from the method and /or manner of installation of the extensions. This assumption of liability shall be effectuated by means of the proper execution by the developer of a Release and Hold Harmless Declaration that is approved by the City Attorney.

6. The City of Asheboro will own and maintain the extensions upon approval for use.
7. The City shall not participate in the cost of water or sewer improvements located within the boundaries of the development except as authorized by the City's adopted policy.
8. The City Manager is authorized to execute all agreements and administrative documents and make all payments necessary to implement this Resolution, provided that the conditions set forth in Paragraph 2 through 6 have been satisfied and such agreements are consistent with the City's Policy for Water and Sewer Line Extensions and approved budget.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

_____

W. Joseph Trogdon, Jr, Mayor

ATTEST

_____

Holly H. Doerr CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2026-2027

WHEREAS, the City of Asheboro Code of Ordinances has a cost sharing provision in the Code of Ordinances as it relates to service area and water & sewer line extension.

WHEREAS, The City of Asheboro desires to amend its 2026-2027 adopted budget to add funding for use for cost sharing for a water & sewer extension project.

WHEREAS The City Council of the City of Asheboro desires to amend the budget as required by law to adjust for changes in expenditures in comparison to the current fiscal year adopted budget.

WHEREAS the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

That the following Revenue line item be increased:

Account #	Description	Increase
30-000-399.0000	Fund Balance Allocation	$185,000

That the following Expense line item be increased:

Account #	Description	Increase
30-840-545.0001	Contracted Services- Extension for development	46,000
30-850-545.0001	Contracted Services- Extension for development	139,000
		$185,000

Adopted this 10th day of September 2026.

_____
W. Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE PETITIONS SEEKING THE ANNEXATION OF LAND LOCATED ON HUB MORRIS ROAD

WHEREAS, Larry W. McKenzie and Amber M. Hill (the "Petitioners") have submitted a petition requesting the annexation into Asheboro of approximately 13.85 acres of the land located on Morris Hub Road (PIN 7763523412 & 776356282); and

WHEREAS, the proposed annexation area is contiguous to Asheboro's primary city limits; and

WHEREAS, Section 160A-31 of the North Carolina General Statutes provides that the sufficiency of such annexation petitions shall be investigated by the city clerk before further annexation proceedings take place; and

WHEREAS, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the council the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on September 10, 2026.

_____

W. Joseph Trogdon, Jr., Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

CERTIFICATE OF SUFFICIENCY

(Petition Requesting the Annexation of Land Owned by Larry W. McKenzie and Amber M. Hill)

TO: The City Council of the City of Asheboro, North Carolina

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by Larry W. McKenzie and Amber M. Hill. I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The Petitioner has requested annexation into Asheboro of approximately 13.85 acres of the land located on Morris Hub Road. The proposed annexation area contains territory identified by Randolph County Parcel Identification Numbers PIN 7763523412 & 776356282. This territory is contiguous to the primary corporate limits of the City of Asheboro.

Based on my investigation, I have concluded that all of the owners of the real property for which annexation has been requested have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro to make this certification effective as of September 10, 2026.

(CITY SEAL)

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF ANNEXING LAND LOCATED ON HUB MORRIS ROAD

WHEREAS, Larry W. McKenzie and Amber M. Hill (the "Petitioners") have submitted a petition requesting the annexation into Asheboro of approximately 13.85 acres of the land located on Hub Morris Road (PIN 7763523412 & 776356282); and

WHEREAS, the proposed annexation area is contiguous to the primary corporate limits of the City of Asheboro; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk has investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk has certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation in accordance with Section 160A-31 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro as stated in the next three sections of this Resolution.

Section 1. A public hearing on the question of annexing the contiguous territory described herein will be held in the council chamber on the second floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 6:00 p.m. on October 8, 2026; and

Section 2. The territory proposed for annexation is described by metes and bounds in the following italicized text.

Franklinville Township, Randolph County, North Carolina:

BEGINNING at a 5/8 inch Existing Iron Rod in the northeastern Right of Way of Hub Morris Road (North Carolina Secondary Road 2149), having North Carolina Grid Coordinates of Northing 731,954.08 US survey feet and Easting 1,765,643.34 US survey feet (NAD83 (2011) Datum), said point being the southeastern corner of Larry W. McKenzie and Amber M. Hill, as recorded in Deed Book 2973, Page 912 in the Office of the Register of Deeds of Randolph County, and the southwestern corner of Larry W. McKenzie, as recorded in Deed Book 3003, Page 616 of said Registry, and a corner of the proposed Annexation Area herein described; thence along the

northeastern Right of Way of Hub Morris Road and with the proposed Primary City Limits the following four (4) bearings and distances:
North 55 Degrees 22 Minutes 04 Seconds West a distance of 317.29 feet to a Computed Point;
Along a curve to the right, having a chord bearing of North 52 Degrees 32 Minutes 09 Seconds West, a chord distance of 92.78 feet, and a radius of 965.15 to a Computed Point;
Along a curve to the right, having a chord bearing of North 46 Degrees 47 Minutes 01 Seconds West, a chord distance of 100.94 feet, and a radius of 965.15 to a Computed Point;
Along a curve to the right, having a chord bearing of North 36 Degrees 32 Minutes 31 Seconds West, a chord distance of 243.40 feet, and a radius of 965.15 to a Computed Point, said point being the southernmost corner of Jose Valencia-Gonzalez and Laura Valencia-Guzman (Deed Book 2916, Page 964);
thence leaving said Right of Way, along the southern line of Gonzalez and Guzman, the northern line of McKenzie and Hill, and the proposed Primary City Limits North 42 Degrees 16 Minutes 41 Seconds East a distance of 77.65 feet to a computed point; thence continuing with said line North 38 Degrees 01 Minutes 35 Seconds East a distance of 396.19 to a computed point, a common corner of said Gonzalez and Guzman, McKenzie and Hill, and Diane Norris, et al, as referenced in Randolph County Estate File 19E/646 (see Deed Book 1535 Page 325 for prior reference); thence along the common line of said Norris and the McKenzie and Hill parcel, and the proposed Primary City Limits the following five (5) Bearings and Distances:
North 45 Degrees 25 Minutes 33 Seconds East a distance of 104.94 feet to a Computed Point;
North 57 Degrees 58 Minutes 12 Seconds East a distance of 235.51 feet to a Computed Point;
North 70 Degrees 22 Minutes 55 Seconds East a distance of 185.03 feet to a Computed Point;
North 04 Degrees 48 Minutes 44 Seconds West a distance of 104.55 feet to a computed point;
North 40 Degrees 21 Minutes 19 Seconds East a distance of 138.94 feet to a Computed Point in the western line of The Town of Asheboro (Deed Book 652, Page 648), said point also being in the current City of Asheboro Satellite City Limits;
thence along the western line of said Town of Asheboro parcel, the eastern line of McKenzie and Hill, and the current City of Asheboro Satellite City Limits South 03 Degrees 56 Minutes 54 Seconds West a distance of 30.10 feet to a 1 inch Iron Pipe, the southwestern corner of the aforesaid Town of Asheboro property, the northwestern corner of Jerry Rollins and Joey Rollins (Estate File 1E/273, see Deed Book 1104, Page 932 for prior reference), in the eastern line of McKenzie and Hill aforesaid, and being a corner of current City of Asheboro Satellite City Limits; thence along common line of McKenzie and Hill, and Rollins, and also the proposed City of Asheboro Primary City Limits South 03 Degrees 56 Minutes 54 Seconds West a distance of 357.40 feet to a Stone, the southwestern corner of Rollins, the northwestern corner of Michael Hernandez (Deed Book 1847, Page 184), and also being a corner of the current City of Asheboro Primary City Limits; thence continuing with the current City of Asheboro Primary City Limits, and the western line of Hernandez South 03 Degrees 20 Minutes 10 Seconds West a distance of 107.67 feet to a 5/8 inch Iron Rod, a common corner of said Hernandez and Nora M Juarez and Salvador J Perez (Deed Book 2427, Page 1165); thence along the western line of said Juarez and Perez, and continuing with the current City of Asheboro Primary City Limits South 03 Degrees 33 Minutes 46 Seconds West a distance of 204.56 feet to a 1/2 inch Iron Rod, a common corner of said Juarez and Perez and Pilar and Marabella Vences (Deed Book 2277, Page 1353); thence along the common line of Vences and the aforesaid McKenzie and Hill parcel South 03 Degrees 28 Minutes 27 Seconds West a distance of 5.00 feet to a Computed Point, said point being in the western line of Vences and being a common corner with the aforesaid McKenzie and Hill property

and a parcel owned by Larry McKenzie (Deed Book 3003, Page 616); thence continuing along the common line of Vences and McKenzie and with the current Primary City Limits South 03 Degrees 31 Minutes 00 Seconds West a distance of 95.05 feet to a 5/8 inch Iron Rod, a common corner of Vences and Lora Owens (Deed Book 2958, Page 956) and in the eastern line of McKenzie; thence along the common line of McKenzie and Owens and with the current Primary City Limits South 03 Degrees 20 Minutes 42 Seconds West a distance of 113.17 feet to a 5/8 inch Iron Rod, a common corner of Owens and Ernest Joseph Norton, Jr (Deed Book 2700, Page 1188) and in the eastern line of McKenzie; thence along the common line of McKenzie and Norton and with the current Primary City Limits South 03 Degrees 30 Minutes 37 Seconds West a distance of 147.98 feet to a 5/8 inch Iron Rod, a common corner with Brittany Hardin (Deed Book 2923, Page 506) and in the eastern line of McKenzie; thence along the common line of McKenzie and Hardin, and with the current Primary City Limits South 03 Degrees 28 Minutes 50 Seconds West a distance of 119.37 feet to a 1-1/4 inch Iron Pipe, the southwest corner of said Hardin, the northwest corner of William A Long, Jr (Deed Book 1638, Page 1518), in the eastern line of said McKenzie, and a corner of the current Primary City Limits; thence along the common line of Long and McKenzie, and the proposed Primary City Limits South 06 Degrees 55 Minutes 48 Seconds West a distance of 278.95 feet to a 5/8 inch Iron Rond in the eastern Right of Way of Hub Morris Road; thence along said right of way and the southern line of McKenzie and with the proposed Primary City Limits North 55 Degrees 30 Minutes 28 Seconds West a distance of 199.76 feet to a 5/8 inch Iron Rod, the Point and Place of BEGINNING, and containing a total of 13.855 Acres (10.860 Acres in the McKenzie and Hill parcel and 2.995 Acres in the McKenzie parcel), more or less, and described in a plat of survey prepared by Survey Carolina, PLLC, as Job # 18172, and signed by Dan W Tanner, PLS #L-4787.

Section 3. Notice of the public hearing scheduled pursuant to this Resolution shall be published in *The Courier-Tribune*, which is a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted in open session during a regular meeting of the Asheboro City Council on September 10, 2026.

_____

W. Joseph Trogdon, Jr., Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

Notes:
1. This project is located within a special flood hazard area per NCFRIS.
   Map #: 3710776300J Effective Date: 1/2/2008
2. Area calculated by coordinate geometry.
3. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
4. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
5. Tax PIN: 7763523412, 7763526282

I, Dan W Tanner II, certify that this map was drawn under my supervision from an actual GPS/ GNSS survey made under my supervision and the following information was used to perform the survey:
(1) Class of survey: Class A
(2) Positional accuracy: <0.10'
(3) Type of GNSS field procedure: Real-Time Kinematic Networks
(4) Dates of survey: October 03, 2025
(5) Datum/Epoch: NAD83(2011) / 2010.00
(6) Published/Fixed-control use: North Carolina Real Time Network
(7) Geoid model: Geoid18
(8) Combined grid factor(s): 0.99988429
(9) GPS/GNSS Scale Point:
N:731,775.01 E:1,765,776.58 Z:656.98
(10) Units: US Survey Feet

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	965.15	92.81	92.78	N 52°32'09" W	5°30'36"
C2	965.15	100.98	100.94	N 46°47'01" W	5°59'42"
C3	965.15	244.05	243.40	N 36°32'31" W	14°29'17"

LINE	BEARING	DISTANCE
L1	S 03°56'54" W	30.10
L2	S 03°28'27" W	5.00
L3	S 54°56'31" W	56.33

STATE OF NORTH CAROLINA

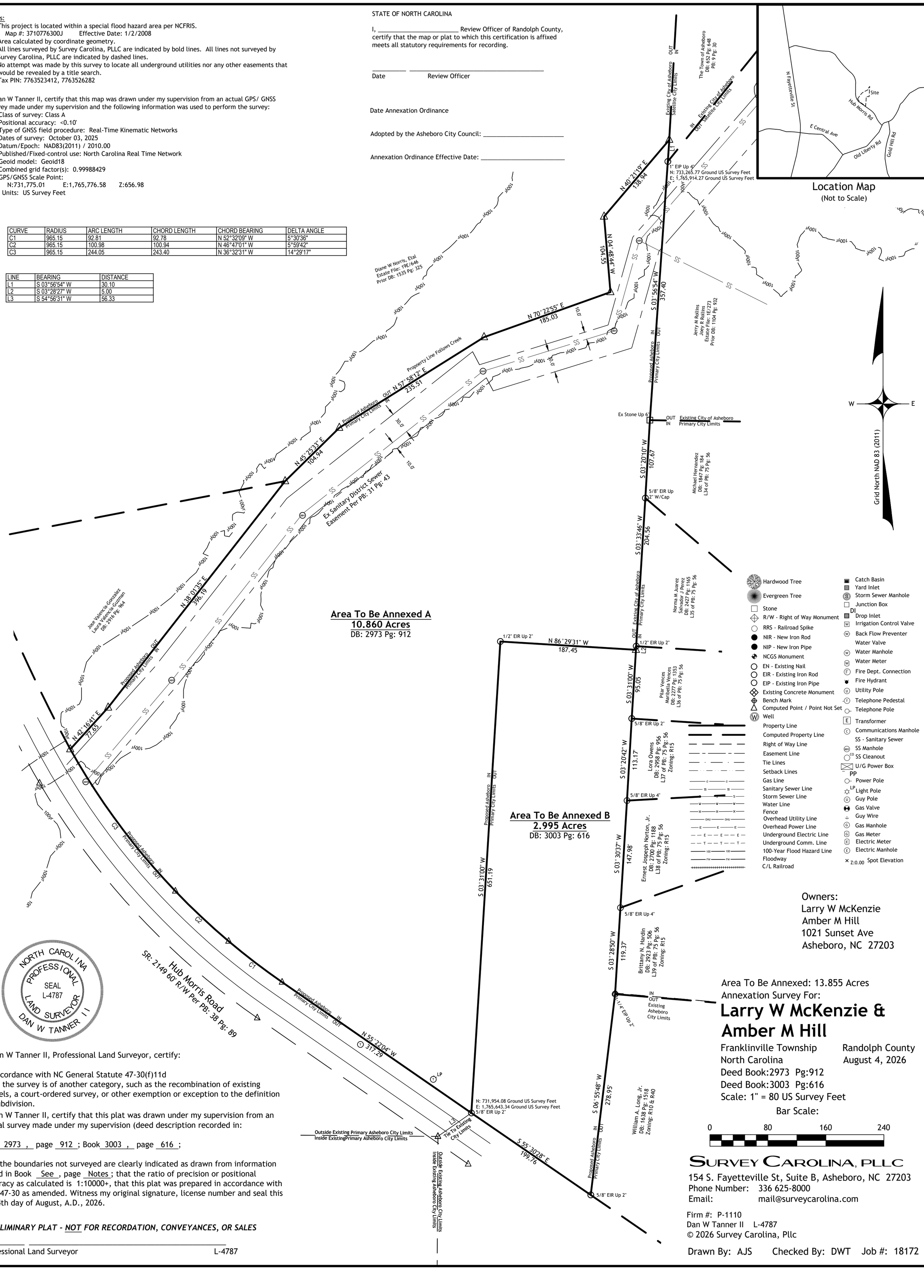
I, _____ Review Officer of Randolph County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

_____ _____
Date Review Officer

Date Annexation Ordinance

Adopted by the Asheboro City Council: _____

Annexation Ordinance Effective Date: _____



Area To Be Annexed A
10.860 Acres
DB: 2973 Pg: 912

Area To Be Annexed B
2.995 Acres
DB: 3003 Pg: 616

Owners:
Larry W McKenzie
Amber M Hill
1021 Sunset Ave
Asheboro, NC 27203

Area To Be Annexed: 13.855 Acres
Annexation Survey For:

Larry W McKenzie & Amber M Hill

Franklinville Township Randolph County
North Carolina August 4, 2026
Deed Book:2973 Pg:912
Deed Book:3003 Pg:616
Scale: 1" = 80 US Survey Feet
Bar Scale:

0 80 160 240

NORTH CAROLINA PROFESSIONAL SEAL L-4787 LAND SURVEYOR DAN W TANNER II

I, Dan W Tanner II, Professional Land Surveyor, certify:

In accordance with NC General Statute 47-30(f)11d
That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.

I, Dan W Tanner II, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in:

Book 2973 , page 912 ; Book 3003 , page 616 ;

that the boundaries not surveyed are clearly indicated as drawn from information found in Book See , page Notes ; that the ratio of precision or positional accuracy as calculated is 1:10000+, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this the 4th day of August, A.D., 2026.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

_____ _____
Professional Land Surveyor L-4787

SURVEY CAROLINA, PLLC
154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com
Firm #: P-1110
Dan W Tanner II L-4787

© 2026 Survey Carolina, Pllc

Drawn By: AJS Checked By: DWT Job #: 18172

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE PETITIONS SEEKING THE ANNEXATION OF LAND LOCATED AT 1801 SOUTH FAYETTEVILLE STREET

WHEREAS, Journey Church of the Piedmont, Inc. (the "Petitioners") have submitted a petition requesting the annexation into Asheboro of approximately 3.017 Acres (2.667 Acres in the two Journey Church parcels and 0.350 Acre in the Right of Way of South Fayetteville Street) located at 1801 South Fayetteville Street (PIN 7750731357 & 7750733483); and

WHEREAS, the proposed annexation area is contiguous to Asheboro's primary city limits; and

WHEREAS, Section 160A-31 of the North Carolina General Statutes provides that the sufficiency of such annexation petitions shall be investigated by the city clerk before further annexation proceedings take place; and

WHEREAS, the Asheboro City Council has decided to proceed with the statutorily prescribed voluntary annexation process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the city clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the council the results of her investigation.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on September 10, 2026.

_____

W. Joseph Trogdon, Jr., Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

CERTIFICATE OF SUFFICIENCY

(Petition Requesting the Annexation of Land Owned by Journey Church of the Piedmont, Inc.)

TO: The City Council of the City of Asheboro, North Carolina

I, Holly H. Doerr, am the City Clerk for the City of Asheboro. I hereby certify that, with the assistance of staff members in various city departments, I have investigated the annexation petition submitted by Journey Church of the Piedmont, Inc. I further certify that the following paragraphs accurately state the information obtained during the course of my investigation of the annexation petition.

The Petitioner has requested annexation into Asheboro of approximately 3.017 Acres (2.667 Acres in the two Journey Church parcels and 0.350 Acre in the Right of Way of South Fayetteville Street) located at 1801 South Fayetteville Street. The proposed annexation area contains territory identified by Randolph County Parcel Identification Numbers 7750731357 & 7750733483. This territory is contiguous to the primary corporate limits of the City of Asheboro.

Based on my investigation, I have concluded that all of the owners of the real property for which annexation has been requested have signed the prescribed petition. The petition appears to be sufficient to satisfy the provisions of Section 160A-31 of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Asheboro to make this certification effective as of September 10, 2026.

(CITY SEAL)

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE QUESTION OF ANNEXING LAND LOCATED AT 1801 SOUTH FAYETTEVILLE STREET

WHEREAS, Journey Church of the Piedmont, Inc. (the "Petitioners") have submitted a petition requesting the annexation into Asheboro of 3.017 Acres (2.667 Acres in the two Journey Church parcels and 0.350 Acre in the Right of Way of South Fayetteville Street) located at 1801 South Fayetteville Street (PIN 7750731357 & 7750733483); and

WHEREAS, the proposed annexation area is contiguous to the primary corporate limits of the City of Asheboro; and

WHEREAS, pursuant to a previously adopted resolution, the city clerk has investigated the sufficiency of the annexation petition; and

WHEREAS, the city clerk has certified the sufficiency of the petition for proceeding with setting the date for a public hearing on the question of the requested annexation in accordance with Section 160A-31 of the North Carolina General Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro as stated in the next three sections of this Resolution.

Section 1. A public hearing on the question of annexing the contiguous territory described herein will be held in the council chamber on the second floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203 during a regular meeting of the Asheboro City Council that will begin at 6:00 p.m. on October 8, 2026; and

Section 2. The territory proposed for annexation is described by metes and bounds in the following italicized text.

Asheboro Township, Randolph County, North Carolina:

BEGINNING at a 5/8 inch Existing Iron Rod in the eastern Right of Way of South Fayetteville Street (US Highway 220 Business) having North Carolina Grid Coordinates of Northing 703,607.38 US survey feet and Easting 1,757,188.47 US survey feet (NAD83 (2011) Datum), said point being the southwestern corner of Journey Church of the Piedmont, Inc., as recorded in Deed Book 2492, Page 406, in the Office of the Register of Deeds of Randolph County, and the

northwestern corner of Journey Church of the Piedmont, Inc, recorded as Tract 1 of Deed Book 2587, Page 303 of said Registry, a corner of the current Primary City Limits, and a corner of the Proposed Annexation Area herein described; thence along the common line of the aforesaid Journey Church properties and with the current Primary City Limits South 87 Degrees 03 Minutes 42 Seconds East a distance of 579.40 feet to a 1 inch Iron Pipe, a common corner of the two aforesaid Journey Church properties and Darrell and Annette Jordan (Deed Book 1922, Page 2804); thence along the common line of said Jordan and Journey Church (Deed Book 2587, Page 303, Tract 1), and the Proposed Primary City Limits South 04 Degrees 13 Minutes 14 Seconds East a distance of 119.66 feet to a 5/8 inch Iron Rod, the southwest corner of said Jordan and the northwest corner of Farr Knitting Company, Inc. (Deed Book 2210, Page 270); thence along the common line of Journey Church (Deed Book 2587, Page 303, Tract 1) and Farr Knitting Company South 05 Degrees 04 Minutes 46 Seconds East a distance of 75.69 feet to a 1-1/2 inch Iron Pipe in the northern Right of Way of Boyd Avenue (Secondary Road 2811); thence along said Right of Way and the southern line of Journey Church (Deed Book 2587, Page 303, Tract 1) North 87 Degrees 34 Minute 37 Seconds West a distance of 458.12 feet to a 60d nail set at the base of a 1 inch Iron Rod (Bent), common corner of Journey Church of the Piedmont, Inc (Deed Book 2587, Page 303, Tract 1) and Journey Church of the Piedmont, Inc (Deed Book 2587, Page 303, Tract 2); thence continuing along said Right of Way, and the southern line of Journey Church (Deed Book 2587, Page 303, Tract 2) North 88 Degrees 42 Minutes 28 Seconds West a distance of 198.51 feet to a Computed Point, the southwestern corner of Journey Church (Deed Book 2587, Page 303, Tract 2), the point of intersection of the northern Right of Way of Boyd Avenue with the eastern Right of Way of South Fayetteville Street, and a corner of the Proposed Primary City Limits; thence crossing the Right of Way of South Fayetteville Street along the Proposed Primary City Limits North 72 Degrees 53 Minute 32 Seconds West a distance of 46.15 feet to a Computed Point in the Current Primary City Limits; thence along the Current Primary City Limits North 17 Degrees 06 Minutes 28 Seconds East a distance of 209.96 feet to a Computed Point, a corner of the Current Primary City Limits; thence crossing the Right of Way of South Fayetteville Street along the Current Primary City Limits South 72 Degrees 53 Minutes 32 Seconds East a distance of 46.42 feet to a 5/8 inch Iron Rod, the Point and Place of BEGINNING, and containing a total of 3.017 Acres (2.667 Acres in the two Journey Church parcels and 0.350 Acre in the Right of Way of South Fayetteville Street), more or less, and described in a plat of survey prepared by Survey Carolina, PLLC, as Job # 16977, and signed by Michael B. Martin, PLS #L-5681.

Section 3. Notice of the public hearing scheduled pursuant to this Resolution shall be published in *The Courier-Tribune*, which is a newspaper having general circulation in the City of Asheboro, at least ten (10) days prior to the date of the public hearing.

This Resolution was adopted in open session during a regular meeting of the Asheboro City Council on September 10, 2026.

_____

W. Joseph Trogdon, Jr., Mayor

ATTEST:

_____

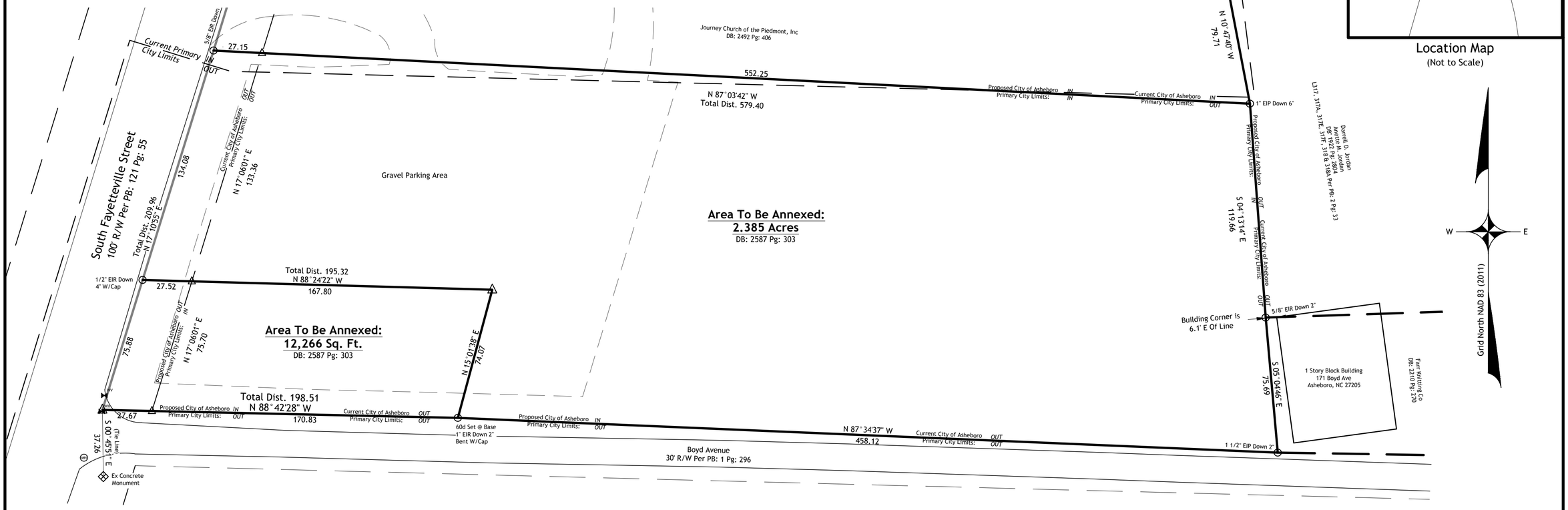
Holly H. Doerr, CMC, NCCMC, City Clerk

Notes:
1. This project is not located within a special flood hazard area per NCFRIS.
   Map #: 3710775000J Effective Date: 1/2/2008
2. Area calculated by coordinate geometry.
3. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
4. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
5. Tax PIN: 7750733483, 7750731357

Date Annexation Ordinance

Adopted by the Asheboro City Council: _____

Annexation Ordinance Effective Date: _____



I, Michael B. Martin, certify that this plat was prepared under my supervision from an actual field survey of description(s) as recorded in:

Book 2587 , page 303 ;

That the boundaries not surveyed are clearly indicated as such and were plotted from information as referenced hereon; That the ratio of precision as calculated was 1:10000+ and that the global navigation satellite system (GNSS) was used to perform a portion of this survey and the following information was used:

(1) Class of survey: Class A
(2) Positional accuracy: <0.10'
(3) Type of GNSS field procedure: Real-Time Kinematic Networks
(4) Dates of survey: May 11, 2026
(5) Datum/Epoch: NAD83(2011) / 2010.00
(6) Published/Fixed-control use: North Carolina Real Time Network
(7) Geoid model: Geoid18
(8) Combined grid factor(s): 0.99986501
(9) GPS/GNSS Scale Point:
N:703,888.87 E:1,757,303.09 Z:848.82
(10) Units: US Survey Feet

In accordance with NC General Statute 47-30(f)11c.1.
I further certify this survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purpose of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.

That this plat meets the requirements of the standards of practice for land surveying in North Carolina (21 NCAC 56.1600) and that this plat was prepared in accordance with G.S 47-30 as amended. Witness my hand and seal this the 6th day of August, A.D,. 2026.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

_____ _____
Professional Land Surveyor L-5681

NORTH CAROLINA PROFESSIONAL SEAL L-5681 LAND SURVEYOR MICHAEL B. MARTIN

STATE OF NORTH CAROLINA

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

_____ _____
Date Review Officer

Hardwood Tree
Evergreen Tree
Stone
R/W - Right of Way Monument
RRS - Railroad Spike
NIR - New Iron Rod
NIP - New Iron Pipe
NCGS Monument
EN - Existing Nail
EIR - Existing Iron Rod
EIP - Existing Iron Pipe
Existing Concrete Monument
Bench Mark
Computed Point / Point Not Set
Well
Property Line
Computed Property Line
Right of Way Line
Easement Line
Tie Lines
Setback Lines
Gas Line
Sanitary Sewer Line
Storm Sewer Line
Water Line
Fence
Overhead Utility Line
Overhead Power Line
Underground Electric Line
Underground Comm. Line
100-Year Flood Hazard Line
Floodway
C/L Railroad
Catch Basin
Yard Inlet
Storm Sewer Manhole
Junction Box
Drop Inlet
Irrigation Control Valve
Back Flow Preventer
Water Valve
Water Manhole
Water Meter
Fire Dept. Connection
Fire Hydrant
Utility Pole
Telephone Pedestal
Telephone Pole
Transformer
Communications Manhole
SS - Sanitary Sewer
SS Manhole
SS Cleanout
U/G Power Box
Power Pole
Light Pole
Guy Pole
Gas Valve
Guy Wire
Gas Manhole
Gas Meter
Electric Meter
Electric Manhole
Z:0.00 Spot Elevation

Total Area To Be Annexed: 2.667 Acres

Annexation Survey For:

Journey Church

Asheboro Township Randolph County
North Carolina August 6, 2026

Current Owners:
Journey Church of the Piedmont, Inc
PO Box 1508
Asheboro, NC 27204

Scale: 1" = 40 US Survey Feet

Bar Scale:

0' 40' 80' 120'

SURVEY CAROLINA, PLLC
154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Firm #: P-1110
© 2026 Survey Carolina, Pllc

Drawn By: AJS
Checked By: MBM
Job #: 16977

RESOLUTION NUMBER _____
CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

RESOLUTION SELECTING THE CONSTRUCTION MANAGER AT RISK FOR THE ASHEBORO EMERGENCY OPERATIONS CENTER (FIRESTATION #3)

WHEREAS, on February 5, 2026, the City of Asheboro determined that the use of the Construction Manager at Risk (CMAR) process for the construction of the Asheboro Emergency Operations Center was in the best interest of the City of Asheboro; and

WHEREAS, City staff were authorized to proceed with the selection of a Construction Manager at Risk in accordance with G.S. 143-128.1 and 143-64.31 and applicable City policies and procedures; and

WHEREAS, on February 5, 2026, the City of Asheboro approved the engagement of Storey Project Management to serve as the City of Asheboro's Owners Representative to advise City staff during this selection process; and

WHEREAS, on March 3, 2026, the City issued its Request for Qualifications (RFQ) for CMAR services on April 7, 2026, and four firms submitted RFQs: Bobbitt Construction, D.R. Reynolds, M.B Kahn Construction and Samet Corporation; and

WHEREAS, Three firms were selected for interviews: D.R. Reynolds, M.B Kahn Construction and Samet Corporation; and

WHEREAS, on May 5, 2026, the City of Asheboro Selection Committee considered the evaluated firms experience, team qualifications, project understanding, schedule approach and project delivery and selected D.R. Reynolds as the firm which best demonstrated competence and qualification for the successful delivery of the Asheboro Emergency Operations Center pursuant to G.S. 143-128.1 and 143-64.31; and

WHEREAS, the summary of the solicitation process submitted by Storey Project Management and the summary of the selection process submitted by the City of Asheboro Selection Committee is attached to this resolution and incorporated thereby, and

WHEREAS, the Financial Feasibility Price for construction of the Asheboro Emergency Operations Center including the estimated Cost of Work as defined in the Contract and the Design-Build Fee for Construction Services was determined to be

Eight Million and ninety thousand dollars ($8,090,000.00), this finding is attached to this resolution and incorporated thereby; and

WHEREAS, City staff and Storey Project Management proceeded to negotiate with D.R. Reynolds and formalized two proposed construction agreements: AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Contractor and AIA Document A201-2017, General Conditions of the Contract for Construction; and

WHEREAS, city staff recommend selection of D.R. Reynolds as the CMAR for the Asheboro Emergency Operations Center and adoption of the AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Contractor and AIA Document A201-2017, General Conditions of the Contract for Construction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro as follows:

Section 1. The City Council of Asheboro adopts the foregoing recitals as its findings and conclusions; and

Section 2. That D.R. Reynolds is selected as the Construction Manager at Risk (CMAR) for the Asheboro Emergency Operations Center in accordance with G.S. 143-128.1 and 143-64.31; and

Section 3. That AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Contractor attached to this Resolution as EXHIBIT 1 is hereby approved, and

Section 4. That AIA Document A201-2017, General Conditions of the Contract for Construction attached to this Resolution as EXHIBIT 2 is hereby approved; and

Section 5. That Donald Duncan, City Manager for the City of Asheboro is authorized to execute both Exhibit 1 and 2 in a form substantially similar to that which is attached hereto, subject to the preaudit certification required by law; and

Section 6. That City Staff and Storey Project Management are authorized to continue negotiations with D.R. Reynolds to formulate a Guaranteed Maximum Price and the construction timeline for construction of the Asheboro Emergency Operations Center; and

Section 7. That approval of the Guaranteed Maximum Price and any other documents necessary to authorize commencement of construction of the Asheboro

Emergency Operations Center, in accordance with G.S. 143-128.1 and 143-64.31, will be considered for adoption by the Asheboro City Council in the future; and

Section 8. That this Resolution shall be effective upon adoption.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting held on September 10, 2026.

_____

W. Joseph Trogdon, Jr., Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

ASHEBORO FIRE DEPARTMENT

DATE: 05/05/2026

TO: Greg Lokitis, Storey PM

FROM: T. Edward Cockman
Fire Chief

SUBJECT: CMAR Selection

Following the completion of the qualifications review and interview process for Construction Manager at Risk (CMAR) services for Fire Station #3, the evaluation committee has finalized its recommendation for contractor selection.

After careful consideration of all factors, the City recommends negotiating the CMAR contract to D.R. Reynolds Company, Inc..

While D.R. Reynolds was ranked third based on numerical scoring, the differences among the top-ranked firms were minimal. In accordance with CMAR procurement best practices, the final selection should be based on a best-value determination rather than strict adherence to numerical rankings alone.

Several key factors informed this recommendation:

- **Preconstruction Expertise:** D.R. Reynolds demonstrated a thorough and proactive approach to cost control, value engineering, and constructability, indicating a strong ability to manage the project effectively from early design through completion.
- **Relevant Project Experience:** The firm has successfully delivered comparable municipal and public safety facilities, including the completion of 43 fire stations across North Carolina, reflecting a strong understanding of the operational, durability, and response-readiness requirements associated with fire station construction.
- **Project Team Strength:** The proposed team exhibited strong cohesion, relevant experience, and availability. The committee placed significant weight on the specific individuals assigned to the project and their ability to collaborate effectively with City staff and the design team.

The Asheboro Fire Department is committed to providing service with compassion, professionalism, and dedication to the citizens and visitors of Asheboro, NC. We serve with the highest level of life safety and property conservation.

- **Interview Performance:** D.R. Reynolds showed a clear understanding of the City's goals, constraints, and expectations. Their communication style and problem-solving approach aligned well with the collaborative nature required for CMAR delivery.
- **Local Knowledge:** Their familiarity with local subcontractors, permitting processes, and regional construction conditions is expected to reduce risk and support adherence to schedule and budget.

Based on these considerations, the committee determined that D.R. Reynolds Company, Inc. likely provides the best overall value and is the most suitable partner for the successful delivery of Fire Station #3.

The Asheboro Fire Department is committed to providing service with compassion, professionalism, and dedication to the citizens and visitors of Asheboro, NC. We serve with the highest level of life safety and property conservation.

STOREYPM

TO: City of Asheboro
FROM: Greg Lokitis, Storey Program Management
DATE: September 4, 2026
RE: Fire Station No. 3 / EOC - CMAR Selection Process Documentation

This letter documents the Construction Manager at Risk (CMAR) selection process for the Fire Station No. 3 project, conducted in accordance with North Carolina General Statute 143-64.31.

Selection Timeline:

- March 3, 2026: Request for Qualifications (RFQ) for CMAR services posted to City website
- March 17, 2026: Deadline for questions
- March 19, 2026: Responses to questions published
- March 23, 2026: Addendum No. 1 posted to City website, extending proposal deadline
- April 7, 2026: Qualifications proposals due and received from four firms: Bobbitt Construction, D.R. Reynolds, M.B. Kahn Construction, and Samet Corporation
- April 16, 2026: Three firms shortlisted for interviews: D.R. Reynolds, M.B. Kahn Construction, and Samet Corporation
- April 29, 2026: Interviews conducted with shortlisted firms
- May 8, 2026: D.R. Reynolds notified as selected CMAR

Evaluation Process:

The evaluation committee, reviewed and scored all proposals and interviews based on the qualifications criteria established in the RFQ. The scorecard evaluated firms on their experience, team qualifications, project understanding, schedule approach, and project delivery.

Based on the compiled scorecard results, D.R. Reynolds has been identified as the selected CMAR for Fire Station No. 3 / EOC project.

Respectfully submitted,

Greg Lokitis
Sr. Project Manager
Storey Program Management

Master Contractor Scoring Template

Project Name: Asheboro Fire Station #3

Scoring System

Date: April 29th, 2026

Name: Master

Revised:

Description		DR Reynolds				Samet				MB Kahn			
		Weight on a scale of 1-5	#1 on Scale of 1-10 "RFP"	#1 on Scale of 1-10 "Interview"	Weighted Score Total	Weight on a scale of 1-5	#2 Scale of 1-10 "RFP"	#2 on Scale of 1-10 "Interview"	Weighted Score Total	Weight on a scale of 1-5	#4 Scale of 1-10 "RFP"	#4 on Scale of 1-10 "Interview"	Weighted Score Total
Depth of Team													
	Project Executive / Principal	3	24.00	24.00	72.00	3	20.00	27.00	70.50	3	18.00	27.00	67.50
	Project Manager	4	24.00	22.00	92.00	4	20.00	25.00	90.00	4	18.00	27.00	90.00
	Superintendent	5	24.00	26.00	125.00	5	19.00	25.00	110.00	5	18.00	28.00	115.00
	Preconstruction Manager	5	24.00	26.00	125.00	5	19.00	26.00	112.50	5	17.00	26.00	107.50
	Other (Technology, BIM, ….)	3	20.00	25.00	67.50	3	21.00	27.00	72.00	3	16.00	27.00	64.50
Availability of Team		4	25.00	21.00	92.00	4	17.00	28.00	90.00	4	16.00	23.00	78.00
Depth of Experience		3	25.00	26.00	76.50	3	19.00	26.00	67.50	3	15.00	27.00	63.00
Strength of Organization		3	24.00	26.00	75.00	3	20.00	28.00	72.00	3	16.00	28.00	66.00
System Relationship (w/ Fire Stations)		4	25.00	26.00	102.00	4	20.00	26.00	92.00	4	16.00	24.00	80.00
Relevance of similar Projects		5	25.00	26.00	127.50	5	20.00	25.00	112.50	5	17.00	26.00	107.50
Construction Safety		5	25.00	26.00	127.50	5	20.00	27.00	117.50	5	16.00	28.00	110.00
Depth of Lean processes - A3, LPS/Pull Plan, Retrospective, etc.		5	24.00	20.00	110.00	5	19.00	24.00	107.50	5	17.00	26.00	107.50
Depth of Preconstruction Services		5	25.00	22.00	117.50	5	20.00	25.00	112.50	5	16.00	26.00	105.00
Previous experience w/ Target Value Design		4	25.00	25.00	100.00	4	20.00	26.00	92.00	4	16.00	27.00	86.00
Previous experience w/ Design Assist		4	24.00	25.00	98.00	4	19.00	27.00	92.00	4	20.00	27.00	94.00
Previous experience w/ collaborative projects		4	25.00	26.00	102.00	4	20.00	27.00	94.00	4	19.00	27.00	92.00
Community Engagement		4	23.00	25.00	96.00	4	23.00	29.00	104.00	4	16.00	26.00	84.00
Approach to scheduling		5	24.00	25.00	122.50	5	16.00	27.00	107.50	5	16.00	27.00	107.50
Team Chemistry (Interview ONLY)		5	0.00	26.00	65.00	5	0.00	26.00	65.00	5	0.00	26.00	65.00
		80	435.00 out of 190	468.00 out of 190	**1893.00** out of 800	**80**	352.00 out of 190	501.00 out of 190	**1781.00** out of 800	**80**	303.00 out of 190	503.00 out of 190	**1690.00** out of 800

Score Summary		Ranking	EMR Rating
DR Reynolds	1893	1	1.08
Samet	1781	2	0.48
Bobbitt (Not Shortlisted for Inteview)	374	4	-
MB Kahn	1690	3	0.72

Notes/Comments:

	Interview Y/N
DR Reynolds	Y
Samet	Y
Bobbitt	N
MB Kahn	Y

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as ***Constructor*** *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the Twelfth day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Asheboro
PO Box 1106
Asheboro, NC 27204
336-626-1201

and the Construction Manager:
(Name, legal status, address, and other information)

D R Reynolds Company Inc
708 Griffin Farm Road
Star, NC 27356
9104281360

for the following Project:
(Name, location, and detailed description)

City of Asheboro Emergency Operations Center / Fire Station No. 3
New Fire Station located at Zoo Parkway and Crestview Church Rd

The Architect:
(Name, legal status, address, and other information)

Stewart Cooper Newell Architects
719 E Second Avenue
Gastonia, NC 28054
704-865-6311

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

A New Asheboro Emergency Operations Center / Fire Station No. 3 to be located at Zoo Parkway and Crestview Church Rd

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

Upon receipt of the Architect's Bid Documents, DR Reynolds Company, Inc. will prepare and submit the GMP within 30 days.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Donald Duncan Duncan
PO Box 1106
Asheboro, NC 27204
336-626-1201 ext. 2313

(704) 282-4702
dduncan@ci.asheboro.nc.us

Greg Lokitis
Storey Program Management, LLC
5925 Carnegie Blvd Suite 390
Charlotte NC 28209
(704) 724-4221
greg.lokitis@storeypm.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Stewart Cooper Newell Architects

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719 East Second Avenue
Gastonia, North Carolina 28054

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Ken Newell
719 E Second Avenue
Gastonia, NC 28054
(704) 865-6311
(704) 865-0046
knewell@scn-architects.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Bob Rawson
708 Griffin Farm Road
Star, NC 27356
(910) 975-1611
(704) 975-1611 Bob Rawson
(910) 974-0689 Thomas Bulla
brawson@drreynolds.com
tbulla@drreynolds.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Owner review and approval of all subcontractors with contracts over $50k, Fifty Thousand.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

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ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

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§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. E-VERIFY. Construction Manager shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, Construction Manager shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes (G.S. 64-25 et seq.). Iran Divestment Act Certification. As of the date of this Agreement, the Construction Manager and its subcontractors are not in violation of and are not on any list created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Article 6E of Chapter 147 of the General Statutes of North Carolina (G.S. 147-86.55 et seq.). Companies that Boycott Israel Act Certification. As of the date of this Agreement, the Construction Manager and its subcontractors are not in violation of and are not listed on any list created and maintained by the North Carolina Department of State Treasurer pursuant to the Divestment from Companies that Boycott Israel Act, Article 6G, as amended, of Chapter 147 of the General Statutes of North Carolina (G.S 147-86.80 et seq.).

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the

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Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

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§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. Including schedule updates, cost reporting, contingency tracking, change order log, progress photos, safety incidents.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Storey Program Mangagement is the owner's designated representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$54,000.00 (lump sum total) billed across 6 month period from date of contract.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Seven (7) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

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(Insert rate of monthly or annual interest agreed upon.)

monthly

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

To be determined and included in the guaranteed maximum price plus 8% of the Cost of Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:
Changes will be adjusted at the same rate as the Construction Manager's Fee

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Changes will be adjusted at the same rate as the Construction Manager's Fee

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Fifteen percent (15.00 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages $500/Day. Delays not a result of contractor's action or inaction will result in a mutually acceptable extension of time towards deadlines.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

100% of Owner's unused contingency to be returned to Owner and all cost saving including Contractor's contingency to be split 60% Owner-40% Construction Manager.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in

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accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Manager, Buyout Procedures Pro-Core Administration, Scheduling
Assistant Project Manager Buyout, Pro-Core, Scheduling
Project Developer, Plan Development, Permitting, Contract Administration

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

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§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at

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the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;

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.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

.10 Costs incurred to correct, repair, or replace work that does not conform to the contract documents due to the CM's acts or omissions shall not be included in the Cost of the Work.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer

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period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

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.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Builders Risk Insurance and Payment and Performance Bonds

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage shall be reduced to 0% after the first 50% of the GMP

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be

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deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0.50 % monthly

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ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination

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bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

N/A

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document

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A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Five Million Dollars and Zero Cents ($ 5,000,000.00) for each occurrence and 5,000,000.00 ($ Five Million Dollars and Zero Cents) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, ($) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents ($ 5,000,000.00) per claim and Five Million Dollars and Zero Cents ($ 5,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage Builders Risk by CMAR	**Limits TBD**
P&P Bond by CMAR	TBD

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§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1 Additional named insured, must be listed in the certificate of insurance and provide acceptable named insured language as an addendum to the policy.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, if GMP is accepted

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, if GMP is accepted

.5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[X] Supplementary and other Conditions of the Contract:
Construction Manager and its subcontractors shall comply with the Memorandum of Agreement for the Emergency Operations Center Grant Program, Fiscal Year 2022, AL # 970052, Grant #: EMA-2022-EO-00003 and Title 2 of the Code of Federal Regulations (C,F,R.), Part 200, sections 200 317-200 327, including Appendix II of this part (Uniform Guidance) as applicable.

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.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS
This is an acknowledgement that FEMA financial assistance may be used to fund this contract. The Construction Manager shall comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The following contract provisions are required by Appendix II to 2 CFR, Part 200 ("Uniform Guidance") and the terms of the Emergency

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Operations Center Grant Program. During the performance of this contract, the Construction Manager agrees to comply with the terms below, as may be updated from time to time by FEMA and the State of North Carolina Department of Public Safety.

A.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Construction Manager, or any other party pertaining to any matter resulting from this Agreement.

B.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Construction Manager agrees as follows:
Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Construction Manager will ensure that conduct and communication with all personnel will not be discriminatory, inappropriate or offensive and the City of Asheboro shall have the right to request replacement personnel when violations of this policy occur.
Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Construction Manager may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

C.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 5.5(b))

(1)
Overtime requirements. No Construction Manager or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2)
Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Construction Manager and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Construction Manager and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be

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computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $33.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3)

Withholding for unpaid wages and liquidated damages.

a.

Withholding Process. The City of Asheboro may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Construction Manager so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Construction Manager or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, any other Federal contract with the same Construction Manager, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same Construction Manager (as defined in § 5.2). The necessary funds may be withheld from the Construction Manager under this contract, any other Federal contract with the same Construction Manager, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same Construction Manager, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Construction Manager liability for which the funds were withheld.

b.

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by: (A) A Construction Manager's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its reprocurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Construction Manager, or a Construction Manager's bankruptcy estate; (D) A Construction Manager's assignee(s); (E) A Construction Manager's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)

Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a.

Notifying any Construction Manager of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b.

Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c.

Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d.

Informing any other person about their rights under CWHSSA or this part.

(5)

CWHSSA Records Retention. Construction Manager and its subcontractors must retain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this paragraph must be made available by the Construction Manager or subcontractor for inspection, copying, or transcription by authorized representatives of the County, FEMA, and the Department of Labor, and the Construction Manager or subcontractor will permit such representatives to interview workers during working hours on the job.

(6)

Subcontracts. The Construction Manager or subcontractor shall insert in any subcontracts the clauses set

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forth in paragraph (1) through (5) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section. In the event of any violations of these clauses, the Construction Manager and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

D.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

In the event that work provided by Construction Manager meets the definition of "funding agreement" then the provisions of 37 CFR 401 and FEMA's implementing regulations shall apply to this Agreement.

E.

CLEAN AIR ACT

(1)

The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2)

The Construction Manager agrees to report each violation to the City of Asheboro and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of North Carolina, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3)

The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F.

FEDERAL WATER POLLUTION CONTROL ACT

(1)

The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2)

The Construction Manager agrees to report each violation to the City of Asheboro and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of North Carolina, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3)

The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

G.

SUSPENSION AND DEBARMENT

Applicable to federally assisted contracts and subcontracts greater than $25,000.

(1)

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Construction Manager is required to verify that none of the Construction Manager, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2)

The Construction Manager must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3)

This certification is a material representation of fact relied upon by the City of Asheboro. If it is later determined that the Construction Manager did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of North Carolina and, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

(4)

The Construction Manager agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise

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from this offer. The Construction Manager further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H.

BYRD ANTI-LOBBYING AMENDMENT

Construction Managers who apply or bid for an award of $100,000 or more, including subcontracts entered into for $100,000 or more, shall file the required certification in Appendix A below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I.

DRUG FREE WORKPLACE REQUIREMENTS

Construction Manager entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988. (P.L. 100-690, Title V, Subtitle D)

J.

PROCUREMENT OF RECOVERED MATERIALS

(1)

In the performance of this contract, the Construction Manager shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

i.

Competitively within a timeframe providing for compliance with the contract performance schedule;

ii.

Meeting contract performance requirements; or

iii.

At a reasonable price.

(2)

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, Comprehensive Procurement Guideline (CPG) Program | US EPA. The Construction Manager also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

K.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1)

Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2)

Prohibitions.

a.

Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b.

Unless an exception in paragraph 3 of this clause applies, the Construction Manager and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i.

Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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ii.
Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
iii.
Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
iv.
Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
(3)
Exceptions.
a.
This clause does not prohibit Construction Managers from providing:
i.
A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
ii.
Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
b.
By necessary implication and regulation, the prohibitions also do not apply to:
i.
Covered telecommunications equipment or services that:
1.
Are not used as a substantial or essential component of any system; and
2.
Are not used as critical technology of any system.
ii.
Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
(4)
Reporting requirement.
a.
In the event the Construction Manager identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Construction Manager is notified of such by a subcontractor at any tier or by any other source, the Construction Manager shall report the information in paragraph 4.b of this clause to the City of Asheboro, unless elsewhere in this contract are established procedures for reporting the information.
b.
The Construction Manager shall report the following information pursuant to paragraph 4.a of this clause:
i.
Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
ii.
Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Construction Manager shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(5)
Subcontracts. The Construction Manager shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

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L.

DOMESTIC PREFERENCES FOR PROCUREMENTS

(1)

As appropriate and to the extent consistent with law, the Construction Manager should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).

(2)

For the purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M.

BUILD AMERICA, BUY AMERICA ACT (BABAA)

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after January 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after January 2, 2023. For a list of FEMA programs for which BABAA applies, see Programs and Definitions: Build America, Buy America Act | FEMA.gov (https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject).

(1)

Architectural and/or Engineering Contracts. Design professionals agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub.L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

(2)

Construction Managers and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to City of Asheboro with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Construction Managers and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Construction Managers and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

(3)

For FEMA financial assistance programs subject to BABAA, Construction Managers and subcontractors must sign and submit the following certification in Appendix B below to the next tier (e.g., subcontractors submit to the Construction Manager; Construction Managers submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

N.

UTILIZATION OF MINORITY AND WOMEN OWNED FIRMS (M/WBE)

Construction Manager must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Construction Manager has documented efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their proposal, which shall be made part of the Agreement.

O.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1)

The Construction Manager agrees to provide the City of Asheboro, the State of North Carolina, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Construction Manager which

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are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2)

The Construction Manager agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3)

The Construction Manager agrees to provide the Federal Awarding Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4)

"In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, City of Asheboro and Construction Manager acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

P.

FEDERAL AWARDING AGENCY SEAL, LOGO, AND FLAGS

The Construction Manager shall not use the Federal Awarding Agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency preapproval.

Q.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund the contract. The Construction Manager will comply will all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

R.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Construction Manager acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Construction Manager's actions pertaining to this contract.

S.

LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

The following provision applies for contracts where Construction Manager or subcontractor produces copyrightable subject matter for the City of Asheboro under the Federal award. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

The Construction Manager grants to the City of Asheboro a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Construction Manager will identify such data and grant to the City of Asheboro or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Construction Manager will deliver to the City of Asheboro data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Asheboro.

These Federal Contract Requirements were agreed and entered into the same day and year as the Agreement Between the Owner and Construction Manager (Agreement).

_____

_____

Owner (Signature)

Construction Manager (Signature)

_____

_____

(Printed name and title)

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(Printed name and title)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
BY: Donald Duncan, City Manager	BY: Danny Reynolds, President/Owner
(Printed name and title)	*(Printed name and title)*

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Changes to original AIA text

PAGE 1

~~300 W Crowell St~~
~~Monroe, 28111~~New Fire Station located at Zoo Parkway and Crestview Church Rd

PAGE 3

Upon receipt of the Architect's Bid Documents, DR Reynolds Company, Inc. will prepare and submit the GMP within 30 days.

PAGE 7

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. E-VERIFY. Construction Manager shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, Construction Manager shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes (G.S. 64-25 et seq.). Iran Divestment Act Certification. As of the date of this Agreement, the Construction Manager and its subcontractors are not in violation of and are not on any list created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Article 6E of Chapter 147 of the General Statutes of North Carolina (G.S. 147-86.55 et seq.). Companies that Boycott Israel Act Certification. As of the date of this Agreement, the Construction Manager and its subcontractors are not in violation of and are not listed on any list created and maintained by the North Carolina Department of State Treasurer pursuant to the Divestment from Companies that Boycott Israel Act, Article 6G, as amended, of Chapter 147 of the General Statutes of North Carolina (G.S 147-86.80 et seq.).

PAGE 9

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. Including schedule updates, cost reporting, contingency tracking, change order log, progress photos, safety incidents.

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The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Storey Program Mangagement is the owner's designated representative.

PAGE 11

~~%~~ monthly

To be determined and included in the guaranteed maximum price plus 8% of the Cost of Work

Changes will be adjusted at the same rate as the Construction Manager's Fee

~~Changes will be adjusted at the same rate as the Construction Manager's Fee~~

PAGE 12

Project Manager, Buyout Procedures Pro-Core Administration, Scheduling
Assistant Project Manager Buyout, Pro-Core, Scheduling
Project Developer, Plan Development, Permitting, Contract Administration

PAGE 15

.9 Costs for services incurred during the Preconstruction Phase.
.10 Costs incurred to correct, repair, or replace work that does not conform to the contract documents due to the CM's acts or omissions shall not be included in the Cost of the Work.

PAGE 21

Coverage Builders Risk by CMAR	**Limits TBD**
P&P Bond by CMAR	TBD

PAGE 22

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1. Additional named insured, must be listed in the certificate of insurance and provide acceptable named insured language as an addendum to the policy.

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, if GMP is accepted

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, if GMP is accepted

[X] Supplementary and other Conditions of the Contract:
Construction Manager and its subcontractors shall comply with the Memorandum of Agreement for the Emergency Operations Center Grant Program, Fiscal Year 2022, AL # 970052, Grant #: EMA-2022-EO-00003 and Title 2 of the Code of Federal Regulations (C,F,R.), Part 200, sections 200 317-200 327, including Appendix II of this part (Uniform Guidance) as applicable.

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FEDERAL CONTRACT REQUIREMENTS

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COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund this contract. The Construction Manager shall comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The following contract provisions are required by Appendix II to 2 CFR, Part 200 (“Uniform Guidance") and the

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terms of the Emergency Operations Center Grant Program. During the performance of this contract, the Construction Manager agrees to comply with the terms below, as may be updated from time to time by FEMA and the State of North Carolina Department of Public Safety.

A.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Construction Manager, or any other party pertaining to any matter resulting from this Agreement.

B.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Construction Manager agrees as follows:
Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Construction Manager will ensure that conduct and communication with all personnel will not be discriminatory, inappropriate or offensive and the City of Asheboro shall have the right to request replacement personnel when violations of this policy occur.
Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Construction Manager may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

C.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 5.5(b))

(1)
Overtime requirements. No Construction Manager or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2)
Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Construction Manager and any subcontractor responsible

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therefor shall be liable for the unpaid wages. In addition, such Construction Manager and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $33.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3)

Withholding for unpaid wages and liquidated damages.

a.

Withholding Process. The City of Asheboro may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Construction Manager so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Construction Manager or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, any other Federal contract with the same Construction Manager, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same Construction Manager (as defined in § 5.2). The necessary funds may be withheld from the Construction Manager under this contract, any other Federal contract with the same Construction Manager, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same Construction Manager, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Construction Manager liability for which the funds were withheld.

b.

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by: (A) A Construction Manager's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its reprocurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Construction Manager, or a Construction Manager's bankruptcy estate; (D) A Construction Manager's assignee(s); (E) A Construction Manager's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)

Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a.

Notifying any Construction Manager of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b.

Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c.

Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d.

Informing any other person about their rights under CWHSSA or this part.

(5)

CWHSSA Records Retention. Construction Manager and its subcontractors must retain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the

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records to be maintained under this paragraph must be made available by the Construction Manager or subcontractor for inspection, copying, or transcription by authorized representatives of the County, FEMA, and the Department of Labor, and the Construction Manager or subcontractor will permit such representatives to interview workers during working hours on the job.

(6)

Subcontracts. The Construction Manager or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs

(1) through (5) of this section. In the event of any violations of these clauses, the Construction Manager and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

D.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

In the event that work provided by Construction Manager meets the definition of "funding agreement" then the provisions of 37 CFR 401 and FEMA's implementing regulations shall apply to this Agreement.

E.

CLEAN AIR ACT

(1)

The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2)

The Construction Manager agrees to report each violation to the City of Asheboro and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of North Carolina, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3)

The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F.

FEDERAL WATER POLLUTION CONTROL ACT

(1)

The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2)

The Construction Manager agrees to report each violation to the City of Asheboro and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of North Carolina, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3)

The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

G.

SUSPENSION AND DEBARMENT

Applicable to federally assisted contracts and subcontracts greater than $25,000.

(1)

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Construction Manager is required to verify that none of the Construction Manager, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2)

The Construction Manager must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3)

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This certification is a material representation of fact relied upon by the City of Asheboro. If it is later determined that the Construction Manager did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of North Carolina and, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

(4)

The Construction Manager agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Construction Manager further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H.

BYRD ANTI-LOBBYING AMENDMENT

Construction Managers who apply or bid for an award of $100,000 or more, including subcontracts entered into for $100,000 or more, shall file the required certification in Appendix A below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I.

DRUG FREE WORKPLACE REQUIREMENTS

Construction Manager entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988. (P.L. 100-690, Title V, Subtitle D)

J.

PROCUREMENT OF RECOVERED MATERIALS

(1)

In the performance of this contract, the Construction Manager shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

i.

Competitively within a timeframe providing for compliance with the contract performance schedule;

ii.

Meeting contract performance requirements; or

iii.

At a reasonable price.

(2)

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, Comprehensive Procurement Guideline (CPG) Program | US EPA. The Construction Manager also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

K.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1)

Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2)

Prohibitions.

a.

Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub.

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L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
b.
Unless an exception in paragraph 3 of this clause applies, the Construction Manager and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
i.
Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
ii.
Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
iii.
Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
iv.
Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
(3)
Exceptions.
a.
This clause does not prohibit Construction Managers from providing:
i.
A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
ii.
Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
b.
By necessary implication and regulation, the prohibitions also do not apply to:
i.
Covered telecommunications equipment or services that:
1.
Are not used as a substantial or essential component of any system; and
2.
Are not used as critical technology of any system.
ii.
Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
(4)
Reporting requirement.
a.
In the event the Construction Manager identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Construction Manager is notified of such by a subcontractor at any tier or by any other source, the Construction Manager shall report the information in paragraph 4.b of this clause to the City of Asheboro, unless elsewhere in this contract are established procedures for reporting the information.
b.
The Construction Manager shall report the following information pursuant to paragraph 4.a of this clause:
i.
Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier

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Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii.

Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Construction Manager shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5)

Subcontracts. The Construction Manager shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

L.

DOMESTIC PREFERENCES FOR PROCUREMENTS

(1)

As appropriate and to the extent consistent with law, the Construction Manager should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).

(2)

For the purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M.

BUILD AMERICA, BUY AMERICA ACT (BABAA)

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after January 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after January 2, 2023. For a list of FEMA programs for which BABAA applies, see Programs and Definitions: Build America, Buy America Act | FEMA.gov (https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject).

(1)

Architectural and/or Engineering Contracts. Design professionals agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub.L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

(2)

Construction Managers and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to City of Asheboro with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Construction Managers and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Construction Managers and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

(3)

For FEMA financial assistance programs subject to BABAA, Construction Managers and subcontractors must sign and submit the following certification in Appendix B below to the next tier

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(e.g., subcontractors submit to the Construction Manager; Construction Managers submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

N.

UTILIZATION OF MINORITY AND WOMEN OWNED FIRMS (M/WBE)

Construction Manager must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Construction Manager has documented efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with
their proposal, which shall be made part of the Agreement.

O.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1)

The Construction Manager agrees to provide the City of Asheboro, the State of North Carolina, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Construction Manager which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2)

The Construction Manager agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3)

The Construction Manager agrees to provide the Federal Awarding Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4)

"In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, City of Asheboro and Construction Manager acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

P.

FEDERAL AWARDING AGENCY SEAL, LOGO, AND FLAGS

The Construction Manager shall not use the Federal Awarding Agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency preapproval.

Q.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund the contract. The Construction Manager will comply will all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

R.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Construction Manager acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Construction Manager's actions pertaining to this contract.

S.

LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

The following provision applies for contracts where Construction Manager or subcontractor produces copyrightable subject matter for the City of Asheboro under the Federal award. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

The Construction Manager grants to the City of Asheboro a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data

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required by the contract but not first produced in the performance of this contract, the Construction Manager will identify such data and grant to the City of Asheboro or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Construction Manager will deliver to the City of Asheboro data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Asheboro.

These Federal Contract Requirements were agreed and entered into the same day and year as the Agreement Between the Owner and Construction Manager (Agreement).

_____
_____
Owner (Signature)
Construction Manager (Signature)

_____
_____
(Printed name and title)
(Printed name and title)

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Variable Information

PAGE 1

AGREEMENT made as of the Twelfth day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

City of Asheboro

PO Box 1106
Asheboro, NC 27204

336-626-1201

D R Reynolds Company Inc

708 Griffin Farm Road
Star, NC 27356

9104281360

City of Asheboro
Emergency Operations Center / Fire Station No. 3

Stewart Cooper Newell Architects

719 E Second Avenue
Gastonia, NC 28054

704-865-6311

PAGE 2

A New Asheboro Emergency Operations Center / Fire Station No. 3 to be located at Zoo Parkway and Crestview Church Rd

PAGE 3

Upon receipt of the Architect's Bid Documents, DR Reynolds Company, Inc. will prepare and submit the GMP within 30 days.

TBD

TBD

Donald Duncan Duncan

PO Box 1106
Asheboro, NC 27204

336-626-1201 ext. 2313

-

(704) 282-4702

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(704) 975-1611 Bob Rawson
(910) 974-0689 Thomas Bulla

brawson@drreynolds.com
tbulla@drreynolds.com

Owner review and approval of all subcontractors with contracts over $50k, Fifty Thousand.

PAGE 10

$54,000.00 (lump sum total) billed across 6 month period from date of contract.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Seven (7) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

PAGE 11

monthly

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To be determined and included in the guaranteed maximum price plus 8% of the Cost of Work

Changes will be adjusted at the same rate as the Construction Manager's Fee

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Fifteen percent (15.00 %) of the standard rental rate paid at the place of the Project.

Liquidated damages $500/Day. Delays not a result of contractor's action or inaction will result in a mutually acceptable extension of time towards deadlines.

100% of Owner's unused contingency to be returned to Owner and all cost saving including Contractor's contingency to be split 60% Owner-40% Construction Manager.

PAGE 12

Project Manager, Buyout Procedures Pro-Core Administration, Scheduling
Assistant Project Manager Buyout, Pro-Core, Scheduling
Project Developer, Plan Development, Permitting, Contract Administration

PAGE 16

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

PAGE 17

5%

Builders Risk Insurance and Payment and Performance Bonds

Retainage shall be reduced to 0% after the first 50% of the GMP

PAGE 18

0.50 % monthly

PAGE 19

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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N/A

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§ 14.3.1.1 Commercial General Liability with policy limits of not less than Five Million Dollars and Zero Cents ($ 5,000,000.00) for each occurrence and 5,000,000.00 ($ Five Million Dollars and Zero Cents) in the aggregate for

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bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars and Zero Cents ($ 5,000,000.00) per claim and Five Million Dollars and Zero Cents ($ 5,000,000.00) in the aggregate.

PAGE 22

[X] Supplementary and other Conditions of the Contract:
Construction Manager and its subcontractors shall comply with the Memorandum of Agreement for the Emergency Operations Center Grant Program, Fiscal Year 2022, AL # 970052, Grant #: EMA-2022-EO-00003 and Title 2 of the Code of Federal Regulations (C,F,R.), Part 200, sections 200 317-200 327, including Appendix II of this part (Uniform Guidance) as applicable.

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FEDERAL CONTRACT REQUIREMENTS
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APPENDIX A: 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
APPENDIX B: BUILD AMERICA, BUY AMERICA ACT (BABAA) SELF CERTIFICATION

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund this

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contract. The Construction Manager shall comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The following contract provisions are required by Appendix II to 2 CFR, Part 200 (“Uniform Guidance") and the terms of the Emergency Operations Center Grant Program. During the performance of this contract, the Construction Manager agrees to comply with the terms below, as may be updated from time to time by FEMA and the State of North Carolina Department of Public Safety.

A. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Construction Manager, or any other party pertaining to any matter resulting from this Agreement.

B. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Construction Manager agrees as follows: Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Construction Manager will ensure that conduct and communication with all personnel will not be discriminatory, inappropriate or offensive and the City of Asheboro shall have the right to request replacement personnel when violations of this policy occur.

Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Construction Manager’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Construction Manager may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

C. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 5.5(b))

(1) Overtime requirements. No Construction Manager or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Construction Manager and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such

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Construction Manager and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $33.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

(3) Withholding for unpaid wages and liquidated damages.

a. Withholding Process. The City of Asheboro may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Construction Manager so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Construction Manager or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, any other Federal contract with the same Construction Manager, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same Construction Manager (as defined in § 5.2). The necessary funds may be withheld from the Construction Manager under this contract, any other Federal contract with the same Construction Manager, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same Construction Manager, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Construction Manager liability for which the funds were withheld.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by: (A) A Construction Manager's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its reprocurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Construction Manager, or a Construction Manager's bankruptcy estate; (D) A Construction Manager's assignee(s); (E) A Construction Manager's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any Construction Manager of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

(5) CWHSSA Records Retention. Construction Manager and its subcontractors must retain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be

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maintained under this paragraph must be made available by the Construction Manager or subcontractor for inspection, copying, or transcription by authorized representatives of the County, FEMA, and the Department of Labor, and the Construction Manager or subcontractor will permit such representatives to interview workers during working hours on the job.

(6) Subcontracts. The Construction Manager or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs

(1) through (5) of this section. In the event of any violations of these clauses, the Construction Manager and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

In the event that work provided by Construction Manager meets the definition of "funding agreement" then the provisions of 37 CFR 401 and FEMA's implementing regulations shall apply to this Agreement.

E. CLEAN AIR ACT

(1) The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Construction Manager agrees to report each violation to the City of Asheboro and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of North Carolina, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. FEDERAL WATER POLLUTION CONTROL ACT

(1) The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Construction Manager agrees to report each violation to the City of Asheboro and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of North Carolina, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Construction Manager agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

G. SUSPENSION AND DEBARMENT

Applicable to federally assisted contracts and subcontracts greater than $25,000.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Construction Manager is required to verify that none of the Construction Manager, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Construction Manager must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Asheboro. If it is later determined that the Construction Manager did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of North Carolina and, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

(4) The Construction Manager agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Construction Manager further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. BYRD ANTI-LOBBYING AMENDMENT

Construction Managers who apply or bid for an award of $100,000 or more, including

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subcontracts entered into for $100,000 or more, shall file the required certification in Appendix A below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. DRUG FREE WORKPLACE REQUIREMENTS

Construction Manager entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988. (P.L. 100-690, Title V, Subtitle D)

J. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Construction Manager shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, Comprehensive Procurement Guideline (CPG) Program | US EPA. The Construction Manager also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph 3 of this clause applies, the Construction Manager and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as

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a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

a. This clause does not prohibit Construction Managers from providing:

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

a. In the event the Construction Manager identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Construction Manager is notified of such by a subcontractor at any tier or by any other source, the Construction Manager shall report the information in paragraph 4.b of this clause to the City of Asheboro, unless elsewhere in this contract are established procedures for reporting the information.

b. The Construction Manager shall report the following information pursuant to paragraph 4.a of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Construction Manager shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. The Construction Manager shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

L. DOMESTIC PREFERENCES FOR PROCUREMENTS

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(1) As appropriate and to the extent consistent with law, the Construction Manager should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).
(2) For the purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. BUILD AMERICA, BUY AMERICA ACT (BABAA)

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after January 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after January 2, 2023. For a list of FEMA programs for which BABAA applies, see Programs and Definitions: Build America, Buy America Act | FEMA.gov (https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject).
(1) Architectural and/or Engineering Contracts. Design professionals agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub.L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.
(2) Construction Managers and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to City of Asheboro with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Construction Managers and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Construction Managers and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.
(3) For FEMA financial assistance programs subject to BABAA, Construction Managers and subcontractors must sign and submit the following certification in Appendix B below to the next tier (e.g., subcontractors submit to the Construction Manager; Construction Managers submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

N. UTILIZATION OF MINORITY AND WOMEN OWNED FIRMS (M/WBE)

Construction Manager must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Construction Manager has documented efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with
their proposal, which shall be made part of the Agreement.

O. ACCESS TO RECORDS

The following access to records requirements apply to this contract:
(1) The Construction Manager agrees to provide the City of Asheboro, the State of North Carolina, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Construction Manager which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Construction Manager agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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(3) The Construction Manager agrees to provide the Federal Awarding Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
(4) “In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, City of Asheboro and Construction Manager acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

P. FEDERAL AWARDING AGENCY SEAL, LOGO, AND FLAGS

The Construction Manager shall not use the Federal Awarding Agency’s seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency preapproval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund the contract. The Construction Manager will comply will all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Construction Manager acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Construction Manager's actions pertaining to this contract.

S. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

The following provision applies for contracts where Construction Manager or subcontractor produces copyrightable subject matter for the City of Asheboro under the Federal award. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

The Construction Manager grants to the City of Asheboro a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Construction Manager will identify such data and grant to the City of Asheboro or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Construction Manager will deliver to the City of Asheboro data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Asheboro.

These Federal Contract Requirements were agreed and entered into the same day and year as the Agreement Between the Owner and Construction Manager (Agreement).

_____ _____

Owner (Signature) Construction Manager (Signature)

_____ _____

(Printed name and title) (Printed name and title)

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Certification of Document's Authenticity

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I, Christopher Langham, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:48:37 EDT on 08/07/2026 under Order No. 20250122610 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

City of Asheboro Emergency Operations Center / Fire Station No.3
New Fire Station to be located at Zoo Parkway and Crestview Church Rd

THE OWNER:
(Name, legal status and address)

City of Asheboro
PO Box 1106
Asheboro, NC 27204

THE ARCHITECT:
(Name, legal status and address)

Stewart Cooper Newell Architects
719 E Second Avenue
Gastonia, NC 28054

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

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purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

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but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

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constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

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Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others

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whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

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or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;

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.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

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the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

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fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

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approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

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Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner

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may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially

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similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for
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Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

City of Asheboro Emergency Operations Center / Fire Station No.3

New Fire Station to be located at Zoo Parkway and Crestview Church Rd

City of Asheboro

PO Box 1106
Asheboro, NC 27204

Stewart Cooper Newell Architects

719 E Second Avenue
Gastonia, NC 28054

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I, Christopher Langham, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:52:11 EDT on 08/07/2026 under Order No. 20250122610 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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PRELIMINARY AMENDMENT TO THE CONTRACT FOR CONSTRUCTION MANAGER AS CONSTRUCTOR AND THE CONSTRUCTION OF THE CITY OF ASHEBORO EMERGENCY OPERATIONS CENTER/ FIRE STATION #3 PROJECT BETWEEN THE CITY OF ASHEBORO, OWNER AND D.R. REYNOLDS COMPANY, INC., CONSTRUCTION MANAGER AS CONSTRUCTOR

Financial Feasibility Price

The Construction Manager as Constructor Financial Feasibility Price for the construction of the City of Asheboro Emergency Operations Center/ Fire Station #3, including the estimated Cost of Work as defined in the Contract and the Design-Build Fee for Construction Services as therein defined is:

EIGHT MILLION NINETY THOUSAND DOLLAS… … … … … …$8,090,000.00

Project Breakdown as Follows:

Description			
General Requirements	$ 210,803.00	Door Hardware & Accessories	$ 103,343.00
Grading, Erosion Control, SW	$ 559,742.00	Four Fold Doors	$ 357,853.00
Utilities	$ 94,230.00	Glass & Glazing	$ 80,000.00
Asphalt, Curb & Gutter	$ 326,606.00	Sprinkler	$ 79,800.00
Fence	$ 44,000.00	Plumbing and Air Lines	$ 239,344.00
Landscaping	$ 90,000.00	HVAC	$ 321,341.00
Retaining Wall	$ 31,999.00	Electrical, Fire Alarm & Generator	$ 765,770.00
Concrete	$ 411,512.00	BDA	$ 50,000.00
Masonry	$ 687,534.00	Access Control, Alert, VOIP, Camara	$ -
Steel Including Erection	$ 584,730.00	HVLS Fans	$ 30,000.00
Framing Drywall Accoust Ceiling	$ 423,851.00	Final Clean	$ 15,040.00
Roofing	$ 207,500.00	Supervision/Project Manager/Safety	$ 677,779.00
Floor Coverings	$ 112,031.00	Permits	$ 47,750.00
Paint	$ 119,720.00	Builders Risk Insurance	$ 20,000.00
Cabinetry	$ 187,900.00	Performance Bond	$ 65,000.00
Canopies	$ 80,200.00	Owner Contingency	$ -
Murphy Beds	$ 25,622.00	Builder Contingency	$ 200,000.00
Signage & Flag Poles	$ 19,740.00	Market Factor Buffer	$ 200,000.00
Blinds	$ 20,000.00	8% Construction Cost	$ 599,260.00
		Construction Cost Estimate	**$ 8,090,000.00**

REV: August 28,2026

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2026-2027

WHEREAS, The City of Asheboro established the Emergency Operating Center / Fire Station 3 Capital Project fund on October 5, 2023 and amended the budget on February 5, 2026.

WHEREAS, The City of Asheboro has received updated cost estimates for the project and it is ready to proceed with the construction phase.

WHEREAS, the current project budget is $7,484,456 and the new budget based on revised information is $11,390,000.

WHEREAS, The City of Asheboro wishes to transfer $3,905,544 from the General Fund to the Emergency Operating Center / Fire Station 3 Capital Project fund.

WHEREAS, the City of Asheboro wishes to amend the current adopted budget to account for changes in revenues and expenses as required by law.

WHEREAS, the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: That the following revenue line be increased:

Account #	Expense Description	Increase
10-000-399.0000	Fund Balance Allocation	$3,905,544

Section 2: That the following expense line be increased:

Account #	Expense Description	Increase
10-530-571.7100	Contribution to EOC / FS3 fund	$3,905,544

Adopted this on the 10th day of September 2026,

_____
W. Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
EMERGENCY OPERATING CENTER / FIRE STATION 3 FUND
FY 2026-2027

WHEREAS, the City of Asheboro created the Emergency Operating Center / Fire Station 3 Fund (EOC / FS3) on October 5, 2023 and most recently amended the budget on February 5, 2026.

WHEREAS, the current approved budget has a budget allocation of $6,784,456 for construction.

WHEREAS, the City of Asheboro has received a preliminary budget for pre-construction and construction costs of $8,144,000.

WHEREAS, the current approved budget has other allocations total of $700,000 for expenses that are not part of the grant eligible construction costs.

WHEREAS, the updated budget for other expenses that are not part of grant eligible construction costs is $2,485,000.

WHEREAS, the City of Asheboro wishes to amend the current adopted project budget to account for changes in revenues and expenses as required by law.

WHEREAS, the City Council of the City of Asheboro wants to follow all generally accepted accounting principles.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

Section 1: That the following revenue line budgets be increased:

Line Item	Description	Increase
71-000-300.0000-71	Contribution from General Fund- Construction	1,359,544
71-000-300.0000-71	Contribution from General Fund- other	2,546,000
		$3,905,544

ORDINANCE TO AMEND
EMERGENCY OPERATING CENTER / FIRE STATION 3 FUND
FY 2026-2027

Section 2: The following expense line budget be increased / (decreased):

Line Item	Description	Increase
71-000-410.0000-71	Design & Professional Fees	835,000
71-000-425.0002-71	Construction	1,359,544
71-000-426.0000-71	Furniture, Fixtures, Equipment	300,000
71-000-427.0000-71	Technology	190,000
71-000-450-0000-71	Development & Administration	250,000
71-000-475.0000-71	Miscellaneous	610,000
71-000-400.0000-71	Engineer-Architect	61,000
71-000-476.0000-71	Roadway	175,000
71-000-477.0000-71	Utility	25,000
	Total	$3,905,544

Adopted on the 10th day of September 2026.

_____
W. Joseph Trogdon Jr., Mayor

ATTEST:

_____
Holly H. Doerr, CMC, NCCMC, City Clerk

ORDINANCE NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

ORDINANCE AMENDING THE CODE OF ASHEBORO
CHAPTER 51: GARBAGE

WHEREAS, the City of Asheboro strives to provide a high level of service to its citizens; and

WHEREAS, the city council has concluded that it is necessary and advisable to revise the Code of Asheboro, Chapter 51: Garbage to provide a more efficient and effective service to its residents; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Asheboro, North Carolina as follows:

Section 1. Chapter 51 of the Code of Asheboro is hereby amended to provide as follows.

§ 51.02 LITTERING PROHIBITED.

(A) It shall be unlawful for any person to deposit or cause to be deposited any litter, rubbish, trash or any like material upon the streets, sidewalks or other public places, or to throw, drop, or permit to be thrown or dropped any litter, rubbish, trash or like material from an automobile.

(B) ~~This section shall not be construed to prohibit occupants of residential premises or merchants, tenants or owners of business establishments within the city from depositing trash or refuse from such establishments for regular pick-up in spaces and containers as provided by this chapter.~~ This section shall not be construed to prohibit occupants of residential premises or merchants, tenants, or owners of business establishments within the city from placing trash or refuse from such premises or establishments for collection in locations or containers authorized by this chapter.

§ 51.03 ACCUMULATION OF TRASH UNLAWFUL.

~~It shall be unlawful to permit trash or any kind of filth to accumulate on any premises, or permit it to accumulate, or to throw any trash or filth on the streets or any vacant lots.~~ It shall be unlawful to permit trash or any kind of filth to accumulate on any premises, except when properly placed for collection in accordance with this chapter, or to throw or deposit any trash or filth on any street or vacant lot.

§ 51.06 TRANSPORTATION OF SOLID WASTE INTO CITY FOR COLLECTION PROHIBITED.

(A) It shall be unlawful for any person to haul, carry, or in any other manner transport solid waste into the city from outside the city for the purpose of leaving or depositing such solid waste for collection by city forces. A violation of this division is punishable as a misdemeanor.

(B) For the purpose of interpreting and applying this section, the term SOLID WASTE, in addition to including any materials that are collected by the city's Environmental Services Department and regulated elsewhere in this chapter, is defined as any hazardous or nonhazardous garbage, refuse, sludge, and any other material that has served its original intended use and has been discarded.

(C) ~~If nonhazardous solid waste transported into the city in violation of this section is left for collection by or with the acquiescence of an otherwise lawful customer of the city's Environmental Services Department, and such solid waste would be subject to collection but for the fact it was transported into the city in violation of this section, the otherwise lawful customer who placed or acquiesced in the placement of such solid waste for collection shall be billed for the collection of the illegally placed solid waste in the same manner and to the same extent as customers billed for improperly placed waste material under the provisions of § 51.22(A)(5) and § 51.22(E) of this chapter. If the illegally placed solid waste can be collected without the use of a knuckle boom truck, the charge for the collection services will be based on the amount of solid waste actually collected and how many scoops would have been required to remove such a quantity of solid waste if a knuckle boom truck had been used.~~ If nonhazardous solid waste transported into the city in violation of this section is left for collection by or with the acquiescence of an otherwise lawful customer of the city's Environmental Services Department, and such solid waste would otherwise be eligible for collection by the city, the customer who placed or acquiesced in the placement of the solid waste shall be charged the applicable collection or special cleanup fee established in the City's Schedule of Fees adopted by the City Council. The City Manager or his or her designee shall determine the appropriate collection method and applicable charge based upon the type and quantity of material and the labor, equipment, disposal, and other costs incurred by the city.

(D) ~~Notwithstanding any other provision in this section, recyclable materials transported to a recycling collection point/facility and solid waste transported to the city's transfer station are permitted so long as such materials are delivered and unloaded in accordance with all applicable laws and regulations, specifically including without limitation the regulations governing the operations of the recycling center(s) and/or the city's transfer station.~~ Notwithstanding any other provision of this section, recyclable materials may be transported to an authorized city recycling collection point or facility, provided such materials are delivered and unloaded in accordance with all applicable laws, regulations, and facility rules. Solid waste may be transported to the city's transfer station only as expressly authorized by § 51.37 and in accordance with all applicable laws, regulations, and operating rules.

§ 51.15 CONTAINER REQUIREMENTS.

(A) Containers to be used with the automated garbage collection trucks shall be provided exclusively by the city and shall be placed within two feet of a curb and at least four feet from any object, such as fences, utility poles, mail boxes, and the like. ~~Waste materials shall be placed in a plastic bag that is properly secured at the top before the materials are placed in the container provided by the city for use with the automated garbage collection trucks. If customers desire to dispose of an amount of waste materials that exceeds the capacity of the container provided by the city, the excess materials shall be collected in a plastic bag or bags, such a bag is not to exceed a holding capacity of 32 gallons, and placed within two feet of a curb and at least four feet from the container provided by the city and any other object, such as fences, utility poles, mail boxes, and the like. The plastic bags shall be properly secured at the top. Metal containers shall not be used in conjunction with the containers provided by the city for use with the automated garbage collection trucks.~~

Each residential dwelling unit shall be provided two (2) city-issued collection containers, consisting of one (1) garbage container and one (1) recycling container. These containers shall constitute the required base level of residential sanitation service.

Upon request, a resident may exchange the recycling container for a second garbage container. A one-container level of service shall not be offered as a standard residential sanitation service option. The City Manager or his or her designee may authorize an exception allowing one-container service.

The required base level of residential sanitation service shall be subject to the applicable fee established in the City's Schedule of Fees adopted by the City Council.

All containers shall be used only for their intended purpose. Recycling containers shall contain only acceptable recyclable materials as determined by the City.

Repeated misuse of a recycling container may result in the removal of the recycling container and replacement with a garbage container.

Except as otherwise provided in this chapter, all solid waste shall be placed inside authorized containers. Materials placed outside authorized containers shall not be collected as part of regular container service.

BULK WASTE shall be handled in accordance with § 51.22A.

(B) These containers provided by the city for use with the automated garbage collection trucks are the property of the city. Residents are permitted to use them only as long as they live within the city limits. When a resident moves, either within the city limits or away, he or she ~~leave~~ shall leave the container at the residence or dwelling where it has been used prior to the move of the resident. If the

move is within the city, another container will be provided at the new location. Persons who take their containers with them upon moving will be charged ~~$70.00~~ the applicable replacement fee established in the City's Schedule of Fees adopted by the City Council.

(C) The containers provided by the city for use with the automated garbage collection trucks are warranted against defects. Containers which fail in the course of normal use will be replaced by the city at no expense to the user. The warranty does not cover failure resulting from abuse, malicious act(s), or negligent act(s) by the owner(s) and/or occupant(s) of the residence or dwelling where the container has been placed, including acts committed by anyone acting on behalf of or with the consent of the owner(s) and/or occupant(s). For the purpose of interpreting this section, an ACT OF ABUSE shall be deemed to include, by way of illustration and without limitation, the act of placing chemicals or hot ashes in the container or overfilling with construction debris or other weighty refuse. Containers damaged by abuse will be replaced only upon payment of ~~a $70.00 replacement fee to the city~~ the applicable replacement fee established in the City's Schedule of Fees adopted by the City Council. Nothing contained in this division (C) shall release a person found to have damaged a city-owned container from liability for doing so, and the provisions of this division shall not preclude the city from pursuing a claim for damages and any other remedy available at law or equity for conduct that is the proximate cause of damage to city-owned personal property.

§ 51.16 RECEPTACLES FOR MULTIFAMILY RESIDENTIAL, COMMERCIAL, AND BUSINESS ENTERPRISES.

(A) It shall be the duty of every owner, occupant, tenant, or lessee, or any of them individually of any or every occupied building used for multifamily residential, commercial, or business purposes within the city to furnish a container or containers that can be serviced by the city's sanitation trucks. ~~In the case of multifamily residential, commercial, and business enterprises of over four units per structure or development, a provision for dumpster-type disposal shall be provided which conforms to all city codes.~~ Notwithstanding §51.15, multifamily residential structures or developments containing more than four dwelling units, and commercial or business enterprises of over four units per structure or development, shall provide dumpster-type disposal or another collection method approved by the City Manager or his or her designee, in compliance with all applicable city codes. ~~All other multifamily residential, commercial, or business shall provide a type and size of container which shall be subject to the approval of the City Manager or his duly authorized representative.~~ All other multifamily residential properties and commercial or business enterprises shall provide a type and size of container approved by the City Manager or his or her designee. Multifamily residential, commercial, or business enterprises of over four units occupied or in operation as of July 6, 1995 shall not be considered in violation of this section if the method of disposal is not in keeping with this section.

(B) Nothing in this section shall prohibit several businesses from combining in the use of a single container, provided the location and size is approved by the City Manager or ~~his duly authorized representative~~ his or her designee. It shall be the responsibility of the City Manager or ~~his duly authorized representative~~ his or her designee to determine the most feasible method of providing service to those users with unusual access situations or other problems of a special nature.

(C) Frequency of collection to any particular commercial or business user will be determined between the user and the City Manager or ~~his duly authorized representative~~ his or her designee. The frequency of collection, however, shall not exceed once daily on the days Monday through Friday.

(D) Multifamily residential properties may receive routine BULK WASTE collection service from the Environmental Services Department upon approval by the City Manager or his or her designee. Properties receiving this service shall be charged the applicable monthly fee established in the City's Schedule of Fees adopted by the City Council, based upon the number of dwelling units served.

(1) Routine BULK WASTE collection shall include waste generated through normal residential occupancy.

(2) Construction and demolition debris, waste resulting from evictions or major cleanouts, hazardous materials, tires, electronics, white goods, and excessive accumulations shall not be included as part of routine multifamily BULK WASTE collection. The collection or removal of such materials, if accepted by the City, shall be subject to the applicable special collection fee established in the City's Schedule of Fees adopted by the City Council, including labor, equipment, and disposal costs.

(3) The owner or manager of a multifamily residential property may be required to provide and maintain a designated BULK WASTE collection area approved by the Environmental Services Department.

(4) Multifamily residential properties receiving service under this subsection shall not be entitled to the no-charge collection allowance established in §51.22A(C).

§ 51.17 CONTAINERS TO BE PLACED AT STREET ONLY ON COLLECTION DAYS.

~~No container issued to an individual or any other legal entity for the collection and disposition of solid waste or recyclable material, regardless of whether any contents are actually present in the container, shall be placed or left in a location adjacent to any street or sidewalk, except on a designated collection day. A schedule of days for collection of garbage, brush, recyclables, and appliances shall be maintained in the office of the Director of Public Works and shall be open to public inspection. Such schedule may be altered or amended, from time to time, but when any such alteration is made, notice thereof will be given by publication.~~ No container issued by the city to an individual or other legal entity for the collection and disposal of solid waste or recyclable material, regardless of whether

the container contains any material, shall be placed or left adjacent to any street or sidewalk except during the collection period authorized by the city for the applicable designated collection day. A schedule for regularly scheduled garbage and recycling collection shall be maintained by the Environmental Services Department and made available to the public. Yard waste, construction and demolition material, BULK WASTE, WHITE GOODS, ELECTRONICS, and other special collections shall be collected in accordance with the applicable provisions of this chapter. Collection schedules may be altered or amended from time to time, and the city shall provide reasonable public notice of any material change.

§ 51.18 REMOVAL OF EMPTY CONTAINERS.

(A) Solid waste containers and containers for recyclable materials that have been placed adjacent to any street or sidewalk for collection shall be removed from their position adjacent to the street or sidewalk after a collection service, city-operated or otherwise, has collected the contents of such containers. The removal of such a container from its position adjacent to the street or sidewalk shall occur before the end of the calendar day on which the contents of the container were physically collected.

(B) When a container is placed adjacent to a street or sidewalk in violation of § 51.17 and/or is not removed in accordance with the provisions of division (A) of this section, the following enforcement actions shall be taken by city personnel designated by the City Manager:

(1) Upon discovery of a violation, city personnel shall make an on-site notification of the violation by means of placing a door hanger, or some equivalent form of notification, at the structure for which the improperly placed container is designated. This notification shall describe the nature of the violation and advise the recipient that this violation must be abated within five business days of the date of the notice.

(2) If the violation is not corrected within the time period prescribed by the initial notice of violation, a second notice of violation shall be transmitted to the offending party or parties. This second notice of violation shall state that the continuing violation must be abated within five business days of the date of the notice in order to avoid an interruption in the solid waste removal and/or curbside recycling service. Two methods of delivery shall be used in order to provide the second notice of violation. A second door hanger, or some equivalent form of notification, shall be posted on the premises where the violation is occurring and a written notice of violation shall be mailed to the owner of the premises as determined by an examination of the county tax records. The written notice to the property owner shall be transmitted via the United States Postal Service as registered or certified mail.

(3) ~~Upon the expiration of the time period specified in the second notice of violation, any container located adjacent to the street or sidewalk in violation of this section shall be removed from the premises by city employees. The city's Sanitation Department shall retain any container removed from service as a consequence of a violation of this section~~

~~until a service fee of $60 is paid to the City of Asheboro for each container that has to be moved by the city. This fee is to serve as reimbursement for the costs incurred by the city to remove and store the improperly placed container(s). During the time that a container is held by the city pursuant to this section, the city's Sanitation Department shall not provide service to the location from which any containers were removed unless a container appropriate for the materials to be collected is on-site and placed in the proper location.~~ Upon the expiration of the time period specified in the second notice of violation, any container located adjacent to the street or sidewalk in violation of this section shall be removed from the premises by city employees. The city's Environmental Services Department shall retain any container removed from service as a consequence of a violation of this section until the applicable service fee established in the City's Schedule of Fees adopted by the City Council is paid for each container removed by the city. The fee shall reimburse the city for the costs of removing and storing the improperly placed container or containers. During the time that a container is held by the city pursuant to this section, the Environmental Services Department shall not provide service to the location from which the container was removed unless a container appropriate for the materials to be collected is on-site and properly placed.

(4) ~~After city employees have removed a container designated for solid waste collection from a location pursuant to this section, the container designated for recyclable materials shall not be utilized for the disposition of solid waste materials that are ineligible for collection as recyclables. Any such use of a container designated for the collection of recyclable materials is strictly prohibited and shall result in city employees removing an improperly used recyclables container without further notice. Once removed from a site, such a container will not be returned to the site and the corresponding curbside recycling service will be suspended until a service fee of $60 is paid to the City of Asheboro for each container that has to be moved by the city.~~ After city employees have removed a container designated for solid waste collection from a location pursuant to this section, a container designated for recyclable materials shall not be used for the disposal of solid waste or other materials ineligible for collection as recyclables. Any such use is prohibited and shall result in the removal of the improperly used recycling container without further notice. Collection service associated with the removed container shall remain suspended until the applicable fee established in the City's Schedule of Fees adopted by the City Council is paid. After payment, the city may replace the recycling container with a garbage container in accordance with § 51.15.

(C) For the purpose of evaluating whether the placement of a container constitutes a violation of this section, a container shall not be deemed to have been removed from its position adjacent to the street or sidewalk after a collection service, city-operated or otherwise, has collected the contents of the container unless the entirety of the container in question is located outside of the public right-of-way.

~~§ 51.19 LIQUID MATERIALS NOT TO BE COLLECTED.~~

§ 51.19 LIQUID AND SEMI-LIQUID WASTE NOT TO BE COLLECTED.

~~No liquid or semi-liquid matter will be collected, nor shall such matter be put in containers for removal by the city's garbage truck.~~ No liquid or semi-liquid waste, including waste containing free liquids, shall be collected by the city or placed in any city-issued container, dumpster, or other receptacle serviced by the city.

§ 51.20 CONTAINERS NOT TO INTERFERE WITH TRAFFIC.

~~Garbage containers, when placed for collection of garbage by the city, shall not be placed so as to interfere with traffic, on foot, in vehicles or otherwise.~~ Any container placed for collection by the city shall be positioned so that it does not obstruct or interfere with pedestrian, vehicular, bicycle, or other lawful traffic, including access to sidewalks and curb ramps.

~~§ 51.21 INTERFERENCE WITH SOLID WASTE/ RECYCLABLES CONTAINERS PROHIBITED.~~

§ 51.21 INTERFERENCE WITH SOLID WASTE OR RECYCLING CONTAINERS PROHIBITED.

(A) ~~It shall be unlawful for anyone other than the person who initially placed the solid waste/recyclables for collection to open, move, or otherwise disturb a solid waste/recyclables container that has been placed for collection adjacent to a street or sidewalk in compliance with the regulations prescribed by this chapter.~~ It shall be unlawful for any person, other than the person who initially placed a solid waste or recycling container for collection, to open, move, or otherwise disturb the container after it has been placed adjacent to a street or sidewalk in compliance with this chapter.

(B) ~~It shall be unlawful for anyone other than the person who initially placed the solid waste/recyclables for collection to open a plastic bag placed inside a solid waste/recyclables container or to remove or otherwise disturb in any manner the contents of the solid waste/ recyclables container after the container has been placed for collection adjacent to a street or sidewalk in compliance with the regulations prescribed by this chapter.~~ It shall be unlawful for any person, other than the person who initially placed the container for collection, to open any bag placed inside the container or to remove or otherwise disturb the contents of the container after it has been placed adjacent to a street or sidewalk for collection in compliance with this chapter.

(C) ~~Notwithstanding divisions (A) and (B) of this section, the prohibition against opening, moving, removing, or otherwise disturbing a solid waste/ recyclables container, or its contents, after placement for collection is inapplicable to the following individuals and~~

~~entities:~~ Notwithstanding divisions (A) and (B), the prohibitions against opening, moving, removing, or otherwise disturbing a solid waste or recycling container or its contents shall not apply to:

(1) ~~Employees or contractors of the United States of America, the State of North Carolina, or the City of Asheboro when such employees or contractors are operating within the scope of their employment or contractual responsibilities.~~ Employees or contractors of the United States of America, the State of North Carolina, or the City of Asheboro when acting within the scope of their employment or contractual responsibilities.

(2) ~~Any and all individuals who belong to the same household as the person who initially placed the solid waste/recyclables container adjacent to the street or sidewalk for collection.~~ Any individual who belongs to the same household as the person who initially placed the container adjacent to the street or sidewalk for collection.

(D) A violation of this section is punishable as a misdemeanor.

§51.22A BULK WASTE COLLECTION

(A) As used in this section, the term BULK WASTE shall include, but not be limited to, furniture, mattresses, box springs, couches, sofas, chairs, tables, dressers, and similar household items that cannot reasonably be placed inside a city-issued collection container. The term BULK WASTE shall not include yard waste, construction and demolition debris, white goods, electronics, tires, leaves, hazardous waste, or any material otherwise regulated by this chapter.
(B) The Environmental Services Department shall provide collection of BULK WASTE in accordance with the provisions of this section. The Department shall utilize a route-type system for the collection of BULK WASTE and shall not be obligated to respond within any specified time frame to a request for collection.
(C)(1) One (1) or two (2) bulk items shall be collected without charge.
(C)(2) Three (3) through five (5) bulk items shall be collected upon payment of the fee established in the City's Schedule of Fees adopted by the City Council.
(C)(3) Six (6) or more bulk items shall require a special collection and shall be subject to the applicable fee established in the City's Schedule of Fees adopted by the City Council.
(D) Occupants or owners of property desiring to have BULK WASTE collected shall place such waste at the edge of the yard and approximately two feet from the edge of the pavement of a public street or highway. BULK WASTE shall be placed a minimum of four (4) feet from any other object and shall not be placed under guy wires.
(E) No BULK WASTE shall be placed in a ditch, upon a curb, sidewalk, public street, or highway, or in any manner that obstructs vehicular or pedestrian traffic. BULK WASTE improperly placed may be left uncollected or removed by the Department and the responsible occupant or owner shall be subject to the

applicable fee established in the City's Schedule of Fees adopted by the City Council.
(F) The City Manager or his or her designee shall have the authority to interpret and enforce the provisions of this section. BULK WASTE placed in violation of this section may be left uncollected until brought into compliance or removed by the Department in accordance with this chapter.
(G) Multifamily Residential Properties. The item limits and no-charge collection allowance established in subsection (C) shall not apply to multifamily residential properties receiving routine BULK WASTE collection service under §51.16(D). BULK WASTE generated at such properties shall be collected and billed in accordance with §51.16(D) and the City's Schedule of Fees adopted by the City Council.

§ 51.23 MATERIALS NOT SUBJECT TO COLLECTION.

No collection, with or without charge, shall be made from vacant lots nor shall any large rocks, tree trunks, tree stumps, tree limbs of more than five feet in length or other heavy objects be collected by the city. ~~No waste building materials or lot clearings shall be collected from houses or other structures under construction or reconstruction or recently completed.~~ Construction and demolition debris, building materials, and lot clearings from houses or other structures under construction, reconstruction, or recently completed shall not be collected under this section and shall instead be handled in accordance with §51.22. BULK WASTE as defined in §51.22A shall be eligible for collection in accordance with §51.22A.

§ 51.24 COMPLIANCE REQUIRED.

(A) The placing of garbage for collection by the city or by any other person or instrumentality whatsoever, on or adjacent to street or sidewalk of the city, except in accordance with this chapter, shall be and is hereby prohibited.

(B) Notwithstanding any other provision in this chapter, in cases where an otherwise lawful customer of the city's Environmental Services Department has improperly placed for collection normal, nonhazardous household waste that will not fit into the container made available for the collection and disposition of solid waste, ~~such a customer shall be billed for the collection of the improperly placed waste material in lieu of pursuing the criminal process otherwise authorized by this chapter~~ such customer shall be subject to the applicable fee established in the City's Schedule of Fees adopted by the City Council for the collection of improperly placed waste material in lieu of pursuing the criminal process otherwise authorized by this chapter.

~~If the normal, nonhazardous household waste that will not fit into the provided container (such waste material includes by way of illustration mattresses, couches, and chairs) is placed in or on a street, sidewalk, ditch, or in front of or on another person's property, the otherwise lawful customer who improperly placed or acquiesced in the improper placement of such solid waste for collection shall be billed for the collection of the improperly placed~~

~~solid waste in the same manner and to the same extent as customers billed for improperly placed waste material under the provisions of § 51.22(A)(5) and § 51.22(E) of this chapter. If the improperly placed solid waste can be collected without the use of a knuckle boom truck, the charge for the collection services will be based on the amount of solid waste actually collected and how many scoops would have been required to remove such a quantity of solid waste if a knuckle boom truck had been used.~~

BULK WASTE as defined in §51.22A shall be collected in accordance with §51.22A. BULK WASTE placed in violation of this section may be left uncollected until brought into compliance or removed by the Department in accordance with this chapter. The responsible occupant or property owner shall be subject to the applicable fee established in the City's Schedule of Fees adopted by the City Council.

§ 51.35 USER CHARGES FOR COMMERCIAL SANITATION CUSTOMERS.

(A) ~~A charge of $33.00 per regularly scheduled pick-up of a dumpster, $18.00 per month per solid waste disposal can, $5.00 per month for each recycling container, and $10.00 per month for curbside pick-up of solid waste material equivalent in volume to the capacity of a commercial can is hereby established for commercial sanitation customers. The charge for compaction dumpsters shall be $44.00 per regularly scheduled pick-up. Additional pick-ups for commercial dumpsters shall be $44.00 per pick-up, and additional pick-ups for compaction dumpsters shall be $54.00.~~ Commercial sanitation customers shall be charged the applicable rates established in the City's Schedule of Fees adopted by the City Council for regularly scheduled dumpster pick-ups, commercial solid waste containers, recycling containers, curbside collection of solid waste material equivalent in volume to the capacity of a commercial container, compaction dumpster pick-ups, and any additional dumpster or compaction dumpster pick-ups.

(B) Dumpsters may be rented from the city by a commercial customer ~~at a rental rate of $25.00 per dumpster per month~~ at the applicable monthly rental rate established in the City's Schedule of Fees adopted by the City Council. A customer's eligibility to rent a dumpster from the city is contingent on the customer utilizing the city as the exclusive provider of solid waste collection services for the rented dumpster(s). The city's Environmental Services Department will terminate, without any penalty to the city, the rental relationship with a customer and will immediately retrieve any and all dumpsters rented to a customer if a solid waste collection service other than the city is found to have collected materials from a city-owned dumpster. The city will replace a dumpster previously rented from the city with a cleaned dumpster upon the request and agreement of the customer to receive this service ~~at a charge of $100.00 per dumpster each time such a request is made~~ at the applicable cleaning or exchange fee established in the City's Schedule of Fees adopted by the City Council.

(C) For purposes of this section and throughout Chapter 51, commercial customer is hereby defined as any customer which is a non-residential or a non- industrial user.

(D) Cans provided exclusively by the city may be used as a substitute for dumpsters in areas approved by the Environmental Services Department.

(E) A one pick-up per week minimum is hereby established for any commercial customer using a dumpster.

(F) The collection charges instituted in this section will be added to the sanitation customer's water and sewer bill. Payment terms will be the same as for the water and sewer bill. In the event of nonpayment of this charge, collection of the customer's refuse/recyclables will be discontinued until payment is remitted in full. All payments for solid waste/recycling services user fees and water and sewer charges whether full or partial payments shall be applied to the customer's account as follows: First, to any solid waste services user fee charges including any arrears charges; second, to any recycling services user fee charges including arrears charges; and third, to any water and sewer charges including arrears charges. In the event of partial payments, the utility charges will be considered outstanding and the prescribed disconnection of services for non-payment will be enforced.

(G) Unless arrangements are made otherwise and the city is notified of these arrangements, all property owners renting premises to a commercial sanitation customer shall be responsible for the charges specified in this section. Responsibility for payment of the charges may be passed to the renter of the premises if the city billing department is notified of this arrangement.

(H) All property owners are deemed responsible to maintain their lots and locate their dumpsters or cans in a fashion that allows the city sanitation trucks acceptable access to the dumpsters or cans.

(I) All property owners must complete a Dumpster Permit and sign a hold harmless agreement.

(J) The city is not liable for any damages resulting to parking lots, drives, and the like caused by the weight of the trucks used for the dumpster pick-ups. Each property owner is expected to maintain a lot or drive of sufficient structure to support the weight of the collection trucks.

(K) No refuse which is unacceptable as routine refuse at the landfill will be collected from commercial sanitation customers. Examples of unacceptable waste include but are not limited to: hazardous waste, tires, batteries, medical waste, yard waste, liquid waste, and white goods. Any receptacles containing any of these materials will not be picked up by the sanitation department until the unacceptable material is removed.

(L) The commercial customer is responsible for the contents of its containers. The city is not responsible for policing containers to prevent dumping of unacceptable waste, or refuse from individuals not related to the commercial customer.

§ 51.36 USER CHARGES FOR RESIDENTIAL SANITATION CUSTOMERS.

(A) ~~Charges for residential sanitation customers are hereby established. The specific types of charges are listed in the following divisions:~~

~~(1) A charge for each regularly scheduled pick-up of a residential dumpster, and a separate charge for each additional pick-up of a residential dumpster;~~

~~(2) A monthly charge for each solid waste disposal container provided by the city and assigned to a residential dwelling;~~

~~(3) A monthly charge for each recycling container provided by the city and assigned to a residential dwelling.~~

Residential sanitation customers shall be charged the applicable rates established in the City's Schedule of Fees adopted by the City Council for the base level of residential sanitation service described in § 51.15, any additional city-issued collection container, regularly scheduled residential dumpster pick-ups, and additional residential dumpster pick-ups.

(B) The collection charges instituted in this section will be added to the sanitation customer's water and sewer bill. Payment terms will be the same as for the water and sewer bill. In the event of nonpayment of this charge, collection of the customer's refuse/recyclables will be discontinued until payment is remitted in full. All payments for solid waste/recycling services user fees and water and sewer charges whether full or partial payments shall be applied to the customer's account as follows: First, to any solid waste services user fee charges including any arrears charges; second, to any recycling services user fee charges including arrears charges; and third, to any water and sewer charges including arrears charges. In the event of partial payments, the utility charges will be considered outstanding and the prescribed disconnection of services for non-payment will be enforced.

(C) All residential premises located within the corporate limits of the City of Asheboro shall be assumed to be using the ~~solid waste and recycling collection services~~ residential sanitation collection services offered by the city. The occupants of the premises shall be charged for these services so long as the premises remain in the city limits, are or have previously been improved for residential dwelling purposes, and contractual arrangements for solid waste collection services have not been made with an entity other than the City of Asheboro. In the absence of documentation to establish otherwise, the customer of record with the city's water billing office shall be deemed to be the occupant of the premises receiving ~~solid waste/recycling collection services~~ residential sanitation collection services and shall be responsible for all of the associated fees that will be charged each month.

(D) In the case of disputes about the fees charged pursuant to the provisions of this section, the City Manager, or ~~his designee~~ his or her designee, shall have the authority to adjust any fee charged after the Manager or other designated official has reviewed the circumstances surrounding the charge and determined, consistent with the provisions of the Code of Asheboro, that the disputed charge was added to the customer's account in error.

(E) Provisions specific to residential dumpsters.

(1) Dumpsters may be rented from the city by a residential sanitation customer ~~at a monthly rental rate per dumpster per month~~ at the applicable monthly rental rate established in the City's Schedule of Fees adopted by the City Council. A customer's eligibility to rent a dumpster from the city is contingent on the customer utilizing the city as the exclusive provider of solid waste collection services for the rented dumpster(s). The city's Environmental Services Department will terminate, without any penalty to the city, the rental relationship with a customer and will immediately retrieve any and all dumpsters rented to a customer if a solid waste collection service other than the city is found to have collected materials from a city-owned dumpster. The city will replace a dumpster previously rented from the city with a cleaned dumpster upon the request and agreement of the customer to receive this service ~~at a charge that will be set on a per dumpster each time such a request is made~~ at the applicable cleaning or exchange fee established in the City's Schedule of Fees adopted by the City Council.

(2) A one pick-up per week minimum is hereby established for any residential customer using a dumpster.

(3) Unless arrangements are made otherwise and the city is notified of and agrees to these arrangements, the owner(s) of the real property where a residential dumpster is located shall be responsible for the charges specified in this section.

(4) The owner of the property upon which a dumpster is located is deemed responsible for the maintenance of the premises in general and the location of the dumpster site in particular so as to allow the Environmental Services Department's trucks reasonable access to the dumpster.

(5) In order to receive residential dumpster service, all property owners must complete a dumpster permit and properly execute a hold harmless agreement in favor of the city.

(6) The city shall not be liable for any damages resulting to parking lots, drives, and the like caused by the weight of the trucks used for dumpster pick-up. Each property owner is expected to maintain a lot or drive of sufficient structure to support the weight of the collection trucks.

(F) No refuse which is unacceptable as routine refuse at the landfill will be collected from residential sanitation customers. Examples of unacceptable waste include but are not limited to: hazardous waste, tires, batteries, medical waste, yard waste, liquid waste, and white goods. Any receptacles containing any of these materials will not be picked-up by the Environmental Services Department until the unacceptable materials are removed.

(G) The owner of the premises where the dumpsters/containers are located and the residents utilizing the dumpsters/containers are responsible for the contents of the containers. The city is not responsible for policing containers to prevent the dumping of unacceptable waste, or refuse from individuals not related to the customer(s).

(H) The amount of the charges and fees imposed by this section shall be determined by the city council and specified in the consolidated City of Asheboro Schedule of Fees adopted

by resolution of the city council and amended from time to time in the sole discretion of the city council.

Section 2. All ordinances and clauses of ordinances in conflict with this Ordinance are hereby repealed.

Section 3. This Ordinance shall take effect and be in full force from and after the date of its adoption.

This Ordinance was adopted by the Asheboro City Council in open session during a regular meeting held on September 10, 2026.

_____

W. Joseph Trogdon, Jr., Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

Resolution Amending the City of Asheboro Schedule of Fees

WHEREAS, the City of Asheboro has an established schedule of fees that is amended from time to time by the city council; and

WHEREAS, the city's professional staff has recommended amending the City of Asheboro Schedule of Fees; and

WHEREAS, the city council concurs with this recommendation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that the Fees established in the Environmental Services section of the City of Asheboro Schedule of Fees are hereby set at the following rates:

Recycling Transfer Station	
Tipping Fee per Ton - Municipal	$44
Commercial Curbside Collection / per month	$10
City-Issued Container Removal, Storage, and Service Restoration	$60 per container
City-Issued Container Replacement	$70 per container
Yard Waste Collection per Scoop	
Traffic Hazard Removal During Normal Business Hours / per scoop	$24
Bulk Item Collection (Household Items Only)	
Special Collection / Cleanup	Labor + equipment + disposal

Applies to excessive set-outs, improperly placed waste, illegally transported waste, evictions, major cleanouts, and other non-routine collections.

Tire Collection / Tires must be removed from rims before collection.	each $7
C&D / Building Materials / per scoop	$24
Televisions and Monitors / each	$10

BE IT FURTHER RESOLVED that all other Fees remain unchanged.

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that the effective date of the above-described rate changes shall be effective October 1, 2026.

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on September 10, 2026.

_____

W. Joseph Trogdon, Jr., Mayor

ATTEST:

_____

Holly H. Doerr, CMC, NCCMC, City Clerk

Environmental Services

Recycling Transfer Station	
Tipping Fee per Ton - Municipal	$44
90 Gallon Residential Garbage Can / per month	$23
Additional 90 Gallon Residential Can (garbage or recycling) / per month	$7
90 Gallon Commercial Garbage Can / per month	$23
90 Gallon Commercial Recycling Can / per month	$7
Commercial Curbside Collection / per month	$10
City-Issued Container Removal, Storage, and Service Restoration	$60 per container
City-Issued Container Replacement	$70 per container
Residential Dumpster / per pick-up	$33
Commercial Dumpster / per pick-up	$33
Dumpsters billed monthly based on annualized collection schedule.	
Additional Residential Dumpster / per pick-up	$40
Additional Commercial Dumpster / per pick-up	$44
Compaction Dumpster / per pick-up	$44
Additional Compaction Dumpster / per pick-up	$54
Residential Dumpster Rent / per month	$21
Commercial Dumpster Rent / per month	$25
Dumpster Clean / Replace / each	$100
Cardboard Dumpster / per pick-up	$20
Recycling Dumpster / per pick-up	$20
Yard Waste Collection per Scoop	
First and Second Scoop*	$0
Each Scoop Thereafter*	$15
*Applicable to brush that is within specifications.	
Waste Left in Ditch, Curb, or Street / per scoop	$24
Waste Out of Specifications / per scoop	$24
Traffic Hazard Removal During Normal Business Hours / per scoop	$24
Waste After Hours / Emergency Collection / per scoop	$50
Bulk Item Collection (Household Items Only)	
One to Two Bulk Items per Scheduled Collection	$0
Three to Five Bulk Items per Scheduled Collection	$25
Six or More Bulk Items / Excessive Set-Out	Special collection / roll-off rate
Bulk Items Mixed with C&D, Yard Waste, Tires, White Goods, or Electronics	Charged by applicable item/category
Special Collection / Cleanup	Labor + equipment + disposal
Applies to excessive set-outs, improperly placed waste, illegally transported waste, evictions, major cleanouts, and other non-routine collections.	
Tire Collection / each	$7
Tires must be removed from rims before collection.	
C&D / Building Materials / per scoop	$24
Televisions and Monitors / each	$10

White Goods Collection / each	$10
12 Yard Roll-Off (Property Owner)	$300 per 7 days
24 Yard Roll-Off (Property Owner)	$300 per 7 days

- Only household trash and bulk items; no C&D, yard waste, tires, white goods, or electronics.
- Anything over 2 tons is an additional $38 per ton.

Multi-Family Bulk Collection

Multi-Family Bulk Collection Fee (1-24 units)	$200/month
Multi-Family Bulk Collection Fee (25-74 units)	$300/month
Multi-Family Bulk Collection Fee (75+ units)	$500/month
Excess Bulk Cleanup / Special Collection	Labor + equipment + disposal

Includes routine bulk collection associated with normal residential occupancy.
Construction debris, evictions, major cleanouts, hazardous materials, tires, electronics, white goods, and excessive accumulations are not included and may be billed separately.
Properties may be required to provide and maintain a designated bulk collection area approved by the city.

ABC Permitted Establishments Curbside Glass Recycling

Weekly Pickup	$200/month