

**SPECIAL MEETING NOTICE
CITY COUNCIL OF THE CITY OF ASHEBORO**

MEETING DATE: MONDAY, JUNE 29, 2026

MEETING TIME: 12:00 P.M.

**LOCATION: COUNCIL CHAMBER ON THE 2ND
FLOOR OF ASHEBORO CITY HALL,
146 NORTH CHURCH STREET,
ASHEBORO, NORTH CAROLINA 27203**

At 12:00 p.m. on Monday, June 29, 2026, the Asheboro City Council will convene for a special meeting in the council chamber located on the 2nd floor of Asheboro City Hall, 146 N. Church Street, Asheboro, North Carolina 27203. A special meeting has been called to address the topics listed below.

1. Approval of the findings, conclusions, and order denying the requested special use permit (Case No. SUP-26-02)
2. Approval of an ordinance amending the General Fund to adjust fiscal year-end allocations
3. Approval of an ordinance amending the Water and Sewer Fund to adjust fiscal year-end allocations.
4. Consideration of revisions to FY 2026-2027 Schedule of Fees to clarify certain Environmental Services fees
5. Acceptance of N.C. Department of Commerce Grant Number SA-0452 for the Trade/North Street infrastructure project and authorization for city staff officials to execute all necessary documents related to the funding agreement
6. Discussion of the need for potential security improvements at city-owned facilities
7. Report on the qualifications-based selection process for Comprehensive Planning Services solicited for in March, 2026

8. Discussion of sponsorship opportunities for the David and Pauline Center City Garden
9. Agenda review for July 9, 2026

This special city council meeting will be primarily conducted in open session, and anyone who wishes to attend the meeting is welcome. This meeting notice was issued on the 24th day of June 2026.

W. Joseph Trogon, Jr., Mayor

City Council of the City of Asheboro, North Carolina

**IN THE MATTER OF AN APPLICATION FOR A SPECIAL USE PERMIT
AUTHORIZING A BILLBOARD**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING
THE REQUESTED SPECIAL USE PERMIT**

A SPECIAL USE PERMIT APPLICATION was brought before the City Council of the City of Asheboro (the "City Council") for a quasi-judicial hearing on June 4, 2026. After receiving sworn testimony and documentary evidence the City Council hereby enters the following:

FINDINGS OF FACT

1. The Special Use Permit hearing was heard during the duly noticed Asheboro City Council Meeting in accordance with N.C.G.S. 160D-406. Tella Billboards, L.L.C., (the "Applicant"), with consent of property owners James David Cooper and Sarah Rich Cooper, applied for a Special Use Permit ("SUP") authorizing the installation of a 12' X 24' lighted and double-sided billboard sign up to 34 feet tall ("Billboard"). The application was received by Asheboro's planning department staff on April 9, 2026, and included the required site plan.
2. The Billboard is proposed to be constructed at 350 West Salisbury Street. The Lot is used for parking, contains a permitted stand-alone ice vending machine, and is approximately .42 acres in size. The Randolph County Parcel Identification Number is 7751730820.
3. The following individuals were placed under oath; City of Asheboro Community Development Director, John Evans, who presented the staff report; The Applicant's attorney Tom Terrell; Applicant's witness Brian Crowder, Certified Appraiser, who was tendered and accepted as an expert on the market impact of the proposed billboard; and R. Reynolds Neely, former City of Asheboro Planning Director and current Planning and Zoning Consultant who was tendered and accepted as an expert in land use and zoning. R. Reynolds Neely testified in opposition to the proposed Special Use Permit.

4. The original application included plans for a future digital or electronic billboard. The Applicant, through its attorney Tom Terrell, revised its submission at the onset of the hearing and withdrew the Applicant's request for a digital or electronic billboard. Mr. Terrell also added a requirement that the proposed Billboard will be maintained in accordance with current and future requirements of the NC Building Code.

5. The Asheboro Zoning Ordinance (AZO), Section 2.03(B)(2)(b) provides, in pertinent part, the City Council must find that the following general standards have been met by an applicant for approval of a SUP to be granted:

(i) That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved;

(ii) That the use meets all required conditions and specifications;

(iii) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity;

(iv) That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs;

6. That the "plan of development of Asheboro" as noted in the paragraph 5 (iv) above, consists of the AZO and the City of Asheboro Land Development Plan, 2020, updated 2015, ("Asheboro Development Plan").

7. Billboards must comply with the special use regulations for "Signs, Off Premise" as specified in AZO Section 5.05(19). The location of the proposed Billboard is within the Central Business Fringe Planning Area of the Center City Planning Area. Special Use Permits are permitted in the Central Business Fringe Planning Area District provided they also meet all requirements of this District. See AZO, Section 4.07(D)(1).

8. The proposed Billboard as presented will comply with the NC State Building Code and will not materially endanger public health or safety.

9. The Applicant's proposed Billboard complies with Section 5.05(19) of the AZO.

10. The Applicant's Proposed Billboard will not substantially injure the value of adjoining or abutting property

11. The SUP is not in harmony with the area in which it is proposed and is not in conformity with Center City Planning Area as set out in AZO, Section 4.07 (A)-(B). The proposed Billboard is located on West Salisbury Street which leads into the City Center. This is the historic core of the community. The Billboard's lighted commercial advertising and large size will attract attention to its display rather than the historic nature of the area. The Billboard's appearance will not promote development that encourages pedestrian-scale environment or that preserves and enhances the visual appeal of streets leading into the Center City Planning Area.

12. The SUP is not in harmony with the area in which it is proposed and is not in conformity with the AZO, Section 4.07 (D), Central Business Fringe Planning Area. The proposed Billboard's construction will not facilitate future development of the businesses that surround the sign. The proposed design, size and location violate the principals of urban design because it will not blend in with or complement the surrounding buildings. The sign will extend above the surrounding buildings, and this will detract from the older urban appearance of downtown Asheboro. The proposed Billboard's design and location will eliminate an open urban space, impair the streetscape and will not encourage a pedestrian friendly environment with sidewalks and street trees.

12. The SUP is not in harmony with the area in which it is proposed and is not in conformity with the requirements of the Central Business Fringe Planning Area, AZO, Section 4.07(D)(6) that prohibits free standing pole signs in the Central Business Fringe Planning Area.

13. The SUP is not in harmony with the area in which it is proposed and is not in conformity with the Goal 3.2 and Policy 3.1.2 and 3.2.3 in the Asheboro Development Plan. The proposed Billboard is surrounded on both sides by industrially zoned parcels, which are currently commercial businesses, and are a mix of one or two-story buildings. The proposed Billboard's height and size is not of appropriate scale and context and will not blend harmoniously with the surrounding buildings, streetscape and other architectural elements surrounding the site. The proposed Billboard's design will not enhance the historic core of community life in Asheboro and not will serve to create a unique and vibrant atmosphere setting the City Center apart from other districts.

14. The SUP is not in harmony with the area in which it is proposed and is not in conformity with the surrounding area of the Center City Planning Area and the

Central Business Fringe Planning Area in that the National Register Historic District is across the street from the location and behind the location as well. The proposed Billboard will be across the street from the Randolph County Senior Center, the historic Mill Apartments, and nearby to the proposed renovation of the historic McCrary Mill complex. The proposed Billboard's design, size and placement will visually conflict with the historic appearance of these redevelopment projects in Asheboro's Downtown.

CONCLUSIONS OF LAW

1. The Special Use Permit hearing was conducted during the duly noticed Asheboro City Council Meeting on June 4, 2026, in accordance with N.C.G.S. 160D-406.
2. The competent, material and substantial evidence demonstrated that:
 - (i) The proposed SUP use will not materially endanger public health or safety;
 - (ii) The proposed SUP meets all required conditions and specifications contained in AZO Section 5.05(19);
 - (iii) The proposed SUP will not substantially injure the value of adjoining or abutting property.
3. The competent, material and substantial evidence demonstrated that:
 - (iv) The proposed SUP is not in harmony with the area in which it is proposed and is not in conformity with the Asheboro Zoning Ordinance or the Asheboro Development Plan.

Based on the Findings of Fact and Conclusions of Law, the City Council, by unanimous vote on June 4, 2026, denied the Special Use Permit.

ORDER

The Applicant's request for the Special Use Permit is denied.

This Order adopted the ____ day of July 2026, with the following votes, ____ in favor and ____ opposed.

W. Joseph Trogon, Jr, Mayor

ATTEST

Holly H. Doerr CMC, NCCMC, City Clerk

ORDINANCE TO AMEND
THE GENERAL FUND
FY 2025-2026

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, and;

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

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

That the following revenue line item be increased / (decreased):

<u>Account #</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
10-000-399.0000	FUND BALANCE ALLOCATION	371,385

That the following Expense line item be increased / (decreased):

<u>Account #</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
10-420-502.0000	SALARIES AND WAGES	5,000
10-420-507.0002	FRINGE-FICA	385
10-650-554.0000	HANGAR RENTAL PURCHASE AMORTIZATION(GASB)	12,000
10-565-521.0001	EQUIPMENT RENTALS	4,000
10-565-534.0002	OTHER SUPPLIES-ASPHALT	319,500
10-565-545.0005	CONTRACTED SERVICES- MILLING	30,500
		371,385

Adopted this 29th day of June 2026

W. Joseph Trogon Jr., Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

**ORDINANCE TO AMEND
THE WATER & SEWER FUND
FY 2025-2026**

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, and;

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

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

That the following Revenue line item be increased / decreased:

<u>Account #</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
30-000-399.0000	FUND BALANCE ALLOCATION	\$5,385

That the following Expense line item be increased / (decreased):

<u>Account #</u>	<u>Description</u>	<u>Increase / (Decrease)</u>
30-820-502.0000	SALARIES AND WAGES	1,000
30-820-507.0002	FRINGE BENEFITS-FICA	77
30-830-502.0000	SALARIES AND WAGES	1,000
30-830-507.0002	FRINGE BENEFITS-FICA	77
30-840-502.0000	SALARIES AND WAGES	1,000
30-840-507.0002	FRINGE BENEFITS-FICA	77
30-850-502.0000	SALARIES AND WAGES	1,000
30-850-507.0002	FRINGE BENEFITS-FICA	77
30-870-502.0000	SALARIES & WAGES	1,000
30-870-507.0002	FRINGE BENEFITS-FICA	77
TOTAL		<u>\$5,385</u>

Adopted this 29th day of June 2026

W. Joseph Trogon Jr., Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Reginald Speight
ASSISTANT SECRETARY

6/22/2026

Re: Your DocuSign Approval is Requested
Subrecipient: City of Asheboro
Contract Agreement for Grant Number: SA-0452
Project Title: Trade Street Streetscape Project

Dear Chief Elected Official Joseph Trogon

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required

Execute these documents via DocuSign. If you have any questions or if I can be of any assistance, please contact me at lparrham@commerce.nc.gov or the project manager Lisa Rueh at lisa.rueh@commerce.nc.gov.

Sincerely,

Director
NC Main Street & Rural Planning Center

Enclosure

North Carolina Department of Commerce
**RURAL DOWNTOWN ECONOMIC DEVELOPMENT
GRANT AGREEMENT**

SA-0452

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Downtown Economic Development Grant Agreement (“Grant Agreement”) with City of Asheboro (the “Governmental Unit” or “Grantee” and, together with Commerce, the “Parties”), a local governmental unit.

WHEREAS the Rural Downtown Economic Development Grant category was created by the Rural Infrastructure Authority (the “RIA”) to make grants to local government units to support downtown revitalization/economic development activity.

WHEREAS, Commerce, through its Rural Economic Development Division, administers grants, awarded by the RIA in accordance with the Rural Downtown Economic Development Guidelines (the “Guidelines”) approved by the RIA; and

WHEREAS, pursuant to the Guidelines the Governmental Unit submitted an application and supporting materials (together, the “Application”) to Commerce for this grant (the “Grant”) to fund a project as described in the Application (the “Project”); and

WHEREAS, without limitation, the RIA has awarded the Grant to the Governmental Unit based on the following documents, all of which are incorporated herein: (1) the Guidelines and other grant requirements, all of which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; (2) the Application and any subsequent materials supporting the Application that have been approved of by Commerce in writing; and (3) the terms, conditions and representations in this Grant Agreement, including its Exhibits A through D.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Grant Agreement Documents.

This Grant Agreement consists of the following documents:

- (a). This Grant Agreement, including all documents incorporated by reference herein.
- (b). Scope of Project (Exhibit A).
- (c). Payment Schedule (Exhibit B).
- (d). Reporting Schedule (Exhibit C).

2. Changes in the Project or Other Conditions.

- (a). A “Project Change” is any material alteration, addition, deletion, or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the matching investment in the Project and/or the other significant source of funding (if applicable). There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement or the Project. In its sole discretion,

North Carolina Department of Commerce
**RURAL DOWNTOWN ECONOMIC DEVELOPMENT
 GRANT AGREEMENT**

SA-0452

Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on 6/18/2026 (“Effective Date”) and shall terminate on 6/18/2029 unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by Commerce.
4. Funding. Commerce grants to the Governmental Unit an amount not to exceed \$225,000.00 for expenditures directly relating to the Project subject to the availability of funds for this purpose in accordance with N.C.G.S. § 143C-6-8. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with this Grant Agreement, the Guidelines and all other applicable laws, rules, regulations, and requirements. The Governmental Unit shall not make or approve of any improper expenditure of Grant funds, including any expenditure of Grant funds for renting or purchasing land or buildings, for financing debt or for the payment of existing debt, and salary or wages for employees of the Grantee organization.
5. Independent Status of the Governmental Unit.
 - (a). The Governmental Unit is an entity independent from Commerce and the State. The Grant Agreement, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among the Governmental Unit, Commerce, the State or any third party. Nor shall the Grant Agreement or the Project be construed to make the Governmental Unit (including its employees, agents, or contractors) or any third party into employees, agents, members or officials of Commerce or the State. Neither the Governmental Unit (including its employees, agents, or contractors) nor any third party shall have the ability to bind Commerce or the State to any agreement for payment of goods or services or represent to any person that they have such ability.
 - (b). The Governmental Unit shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to its employees, agents, and contractors. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees, agents and contractors who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the State shall be liable for the payment of any obligations incurred in the performance of the Project.
6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B. Commerce may request, and the Governmental Unit must produce, any information from the Governmental Unit justifying the use of the Grant funds. The submission of any reports required by Exhibit C and Paragraph 9 below, or any requests for reimbursement required by this Paragraph or Exhibit B, representing that any work on the Project has been performed shall constitute a certification that the work represented has actually been performed. Additionally, receipt by the Governmental

North Carolina Department of Commerce
**RURAL DOWNTOWN ECONOMIC DEVELOPMENT
 GRANT AGREEMENT**

SA-0452

Unit of any payment from Commerce under Exhibit B shall constitute a certification that any Project work required to receive the payment under this Agreement has actually been performed.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.
8. Project Records.
 - (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for any separate awards, monetary contributions, or other revenue sources for this Project.
 - (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the date of the last disbursement of Grant funds or the Termination Date, whichever is later. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved. However, if any audit, litigation, or other action arising out of or related in any way to this Project is commenced before the end of the period above, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
9. Monitoring, Reports and Auditing.
 - (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities to ensure that time schedules are being met and other performance goals are being achieved. Further, the Grantee, or designated agent, shall maintain records and accounts that properly document and account for the application of all Grant funds as required by Paragraph 8(b).
 - (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit toward achieving the requirements and purpose(s) of the Project. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
 - (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by 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 Governmental Unit and are subject to change from time to time.
 - (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The

North Carolina Department of Commerce
**RURAL DOWNTOWN ECONOMIC DEVELOPMENT
 GRANT AGREEMENT**

SA-0452

final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.

- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement or the Project. Likewise, the Governmental Unit shall ensure that any third party it employs or contracts with to work on the Project provides the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Grant Agreement, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving the Governmental Unit written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

- 11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of any third party arising out of any act or omission of the Governmental Unit or any third party in connection with the performance of this Grant Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining

North Carolina Department of Commerce
**RURAL DOWNTOWN ECONOMIC DEVELOPMENT
 GRANT AGREEMENT**

SA-0452

to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit to discharge its obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, Commerce can, in its discretion, terminate the Grant Agreement upon notice and require the Governmental Unit to repay to Commerce the entire amount of the Grant.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement or in relation to the Project (including the performance thereof), the Governmental Unit agrees that Commerce may require repayment from the Governmental Unit of an amount of Grant funds to be determined in

North Carolina Department of Commerce
**RURAL DOWNTOWN ECONOMIC DEVELOPMENT
 GRANT AGREEMENT**

SA-0452

Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement.

14. No Waiver by the State. Failure of the State (including, without limitation, Commerce) at any time to require performance of any term or provision of this Grant Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
 - (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
 - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant or the Project, and shall include actions to be taken by the Governmental Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the duration of this Grant Agreement and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
 - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances, and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement or the Project.
 - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce.

North Carolina Department of Commerce
**RURAL DOWNTOWN ECONOMIC DEVELOPMENT
GRANT AGREEMENT**

SA-0452

17. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Infrastructure Authority
or Commerce:

Attn: **Ms. Liz Parham, Director**
NC Main Street & Rural Planning Center
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit:

Attn: **Joseph Trogdon**
City of Asheboro

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

18. Entire Agreement. This Grant Agreement supersedes all prior agreements between Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit, with the exception of the Guidelines, the Application and any subsequent materials supporting the Application that have been approved of by Commerce in writing, the Rural Downtown Economic Development Grant Guidelines and other grant requirements and guidelines, all of which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion and all of which are incorporated in this Agreement.
19. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
22. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1. This Grant may be withdrawn if Commerce has not

North Carolina Department of Commerce
**RURAL DOWNTOWN ECONOMIC DEVELOPMENT
GRANT AGREEMENT**

SA-0452

received such documents within ten (10) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

City of Asheboro

_____	_____
Signature	Date
Joseph Trogdon	Chief Elected Official
_____	_____
Printed Name	Title

North Carolina Department of Commerce

_____	_____
Signature	Date
Reginald Speight	Assistant Secretary, Rural Economic Development Division
_____	_____
Printed Name	Title

North Carolina Department of Commerce
**RURAL DOWNTOWN ECONOMIC
DEVELOPMENT GRANT AGREEMENT**

SA-0452

**EXHIBIT A
SCOPE OF SERVICES**

Summary:

Placeholder Text

**RURAL DOWNTOWN ECONOMIC DEVELOPMENT
GRANT AGREEMENT**

SA-0452

**EXHIBIT B
PAYMENT SCHEDULE**

All grant payments will be made on a reimbursement basis. The Department of Commerce will issue grant payments up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request). Evidence may include a copy of cleared local government check, front and back copy, or wire transfer receipt issued toward project expenses,
3. Copies of eligible project invoices that support the request amount along with copies of the cleared check as proof of payment, and
4. Satisfaction of all reporting requirements at the time of request

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**EXHIBIT C
REPORTING SCHEDULE**

Progress reports are due on January 31st and July 31st for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment will be submitted through the [Rural Connect Portal](#).

Certificate Of Completion

Envelope Id: 6C75D4B3-3B02-8611-80C6-35E3E664FC46
 Subject: Contract SA-0452 for City of Asheboro - Trade Street Streetscape Project
 Source Envelope:
 Document Pages: 11
 Certificate Pages: 4
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent
 Envelope Originator:
 RuralDocuSign
 4316 Mail Service Center
 Raleigh, NC 27699-4316
 RuralDocs@commerce.nc.gov
 IP Address: 18.253.34.110

Record Tracking

Status: Original
 6/22/2026 12:11:08 PM
 Security Appliance Status: Connected
 Holder: RuralDocuSign
 RuralDocs@commerce.nc.gov
 Pool: StateLocal
 Location: DocuSign

Signer Events

Joseph Trogon
 mayor@ci.asheboro.nc.us
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 6/22/2026 12:40:34 PM
 ID: 6d526136-d3ba-419f-9dde-e655718de929

Reginald Speight
 reginald.speight@commerce.nc.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 6/22/2026 9:45:05 AM
 ID: 0a71b269-2d59-4ab3-8227-c7140df049c3

Signer Events	Signature	Timestamp
Joseph Trogdon mayor@ci.asheboro.nc.us Security Level: Email, Account Authentication (None)		Sent: 6/22/2026 12:11:25 PM Viewed: 6/22/2026 12:40:34 PM
Electronic Record and Signature Disclosure: Accepted: 6/22/2026 12:40:34 PM ID: 6d526136-d3ba-419f-9dde-e655718de929		
Reginald Speight reginald.speight@commerce.nc.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/22/2026 9:45:05 AM ID: 0a71b269-2d59-4ab3-8227-c7140df049c3		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/22/2026 12:11:25 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO North Carolina Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO North Carolina Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: asandoval@nccommerce.com

To advise Carahsoft OBO North Carolina Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at asandoval@nccommerce.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO North Carolina Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to asandoval@nccommerce.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO North Carolina Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to asandoval@nccommerce.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO North Carolina Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO North Carolina Department of Commerce during the course of your relationship with Carahsoft OBO North Carolina Department of Commerce.



June 4¹², 2026

Trevor Nuttall
City of Asheboro
146 North Church Street
PO Box 1106
Asheboro, NC 27204

Re: Letter Agreement for Professional Services for City of Asheboro Comprehensive Plan

Dear Mr. Nuttall:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the City of Asheboro ("Client") for providing planning services to develop a new Comprehensive Plan ("Project").

Project Understanding

The City of Asheboro seeks a Comprehensive Plan that provides a clear, practical framework to guide growth and investment. Kimley-Horn will partner with the City to develop a community-informed plan that supports ongoing decision-making and long-term implementation.

Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- The study area will be determined following Notice to Proceed and before data collection and analysis begins.
- The planning process will generally align with the schedule established with the Client and will not exceed approximately nine^{seven} months.
- Community engagement will be conducted as specifically described in the Scope of Services, with a limited number of large group community meetings.
- The Client will provide timely access to available data, plans, GIS files, and other relevant information, and Kimley-Horn will rely on the accuracy and completeness of such information.
- The Client will designate a primary point of contact and provide consolidated comments for each review cycle.
- Review periods will be completed in a timely manner to maintain the project schedule.
- Meeting logistics, including venue reservation, advertising, and incidental costs, will be the responsibility of the Client unless otherwise noted.

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Initiation and Management

Task 1.1 – Data Assembly

Following Notice to Proceed, the Consultant and the City will identify a study area for the plan that includes the City and its Extra-Territorial Jurisdiction as well as key corridors or small areas that exist outside these two jurisdictions. The Consultant will submit a data needs request that lists technical data (e.g., GIS data) and applicable documents (e.g., previous plans, local ordinances, approved developments). The Client will assemble and transmit the data to the Consultant using a ShareFile site provided by the Consultant. The Client will provide the Consultant with requested county- or municipal-managed GIS data, as available. The Consultant will obtain other data (e.g., demographics and community attributes).

Task 1.2 – Project Branding

The Consultant will develop two (2) options for a coordinated branding theme for the planning effort, including a project moniker, color scheme, and design templates, such as headers/footers, mapping title blocks, and fonts. The Client will select the preferred option, which the Consultant will incorporate into materials generated by the project team. Design files will be provided to the Client for future use.

Task 1.3 – Technical Team Coordination

The Consultant will conduct 30-minute bi-weekly coordination calls with a core team of City staff and provide a web-based meeting platform for video conference calling. Additional coordination beyond the initial 7-month planning process will be considered additional services.

Task 1.4 – Virtual Kickoff Meetings and Tour

The Consultant will facilitate a virtual kickoff meetings ~~and driving tour~~ with City staff conducted on a single day, not to exceed ~~six-two~~ (62) hours total duration. Up to ~~three~~ four ~~(43)~~ Consultant team members will attend the kickoff meetings. The Consultant will coordinate with the Client on the date of the meetings.

Task 1.5 – Monthly Progress Reporting

The Consultant will provide monthly invoices and monthly project status summary reports.

Task 2 – Community Engagement

Task 2.1 – ~~Project Website and Online Engagement~~Online Survey and Interactive Map

~~The Consultant will create a project website using the Social Point platform to serve as the digital project hub for the comprehensive plan. The hub will include project information, opportunities to provide feedback, and a schedule of events, as applicable. The project website will feature online engagement opportunities throughout the planning process. The Consultant will perform setup, management, and content curation exclusively for and throughout the duration of the comprehensive~~

~~plan process. The project website will use automated translation functionality provided by Social Point. The Consultant will provide the Client with access to the administrative functions of the website upon request. The project website will remain active for three months following the adoption of the comprehensive plan. The Consultant will develop a single online survey and interactive mapping tool to collect community input during a 3- to 4-week period in the planning process. The Consultant will provide marketing materials (e.g., graphics and messaging) for use by the Client in promoting participation in the survey and map. The Client will create and maintain a landing page on the City's website to provide a general overview of the Comprehensive Plan and include links to the survey and interactive map. The Consultant will summarize the feedback received through these tools for use in plan development.~~

Task 2.2 – Stakeholder Symposium

The Consultant will host a single two-hour work session with identified stakeholders following the development of the Community Characteristics slide deck. The Consultant will work with the Client to identify stakeholders or established community groups to invite to the work session. Up to two (2) Consultant team members will attend the symposium. The Client will reserve meeting space and invite the stakeholders to the work session. The Client will provide incidentals, such as refreshments, if desired. The Consultant will prepare materials, facilitate the work session, and summarize outcomes. Additional meetings, including one-on-one discussions, can be accommodated as additional services.

Task 2.3 – Equitable Focus Group

~~The Consultant will work with the City to create a strategy for engaging underrepresented groups. The engagement strategy will result in focus group sessions held on a single day designed to elevate the voices of individuals and communities in Asheboro who are often underrepresented in traditional planning processes. The Consultant will work with the Client to identify participants in the equity focus group. The Client will reserve meeting space and invite the participants to the session. Additional focus group sessions can be accommodated as additional services.~~

Task 2.3 – Community Open House

The Consultant will participate in a community open house near the end of the planning process to present key recommendations and gather public feedback. The Consultant will coordinate with the Client on the date, time, and location of the event. Up to two (2) Consultant team members will attend the open house.

The Client will be responsible for reserving meeting space and promoting the event using materials provided by the Consultant. The Consultant will prepare display materials and summarize input received. Additional meetings or events can be accommodated as additional services.

Task 2.4 – Summit on the Future Community Workshop

~~The Consultant will facilitate a community workshop following the development of the draft recommendations. The Consultant will coordinate with the Client on the format, date, time, and location of the meeting. Up to three (3) Consultant team members will attend the workshop. The~~

~~Client will be responsible for reserving meeting space and promoting the workshop using marketing materials developed by the Consultant. The Client will provide incidentals, such as refreshments, if desired. The Consultant will prepare materials, facilitate the workshops, and summarize outcomes. Additional workshops can be accommodated as additional services.~~

Task 2.5-4 – Planning Board and City Council Meetings

The Consultant will participate in up to ~~three~~ one (31) presentations to the Planning Board or City Council. The meetings will be selected in consultation with the Client, which could be a joint work session or a presentation at a regularly scheduled meeting. The Client will reserve meeting space, send meeting notifications, and, if desired, provide food/beverages. The Consultant will prepare meeting materials, facilitate the discussion, and summarize outcomes. Additional meetings with the Planning Board or City Council can be accommodated as additional services.

Task 2.6-5 – Pop-Up Events

The Consultant will participate in ~~two~~ a (2) special events (e.g., having a booth at a festival, farmers' market, or other scheduled community event). ~~Other special event options could include school or community organization activities. The event will be~~ selected in consultation with the Client. ~~Up to two~~ One (21) ~~member of the~~ Consultant team ~~members~~ will attend the event for up to three (3) hours. The Client will be responsible for reserving space at the event and providing tables, chairs, and tent (if necessary).

Task 3 – Community Characteristics

Task 3.1 – Plan and Policy Review

The Consultant will conduct a high-level review up to six (6) plans or policy documents to evaluate how these documents influence land use, transportation, infrastructure, parks and recreation, and economic development. Key takeaways from these plans will be summarized.

Task 3.2 – Community Assessment

The Consultant will use available data to summarize the following characteristics in a PowerPoint slide deck. For some indicators, trends will be compared to Randolph County and the Greensboro-High Point Metropolitan Statistical Area. Data to be summarized may include:

- **Population:** growth trends, race, age, education, income
- **HouseholdsHousing:** size, type, occupancy, value, income
- **Economy:** job growth, employment by sector
- **Land Use:** existing land use~~patterns~~, recent development activity, ~~vacant and underutilized properties, areas most susceptible to change~~
- **Transportation:** facilities, travel patterns, commuting trends, ~~safety~~
- **Facilities and Services:** water, wastewater, ~~utilities~~, public safety facilities
- **Natural and Cultural Resources:** natural features, parks, open space, historic sites/districts, community facilities

Task 4 – Plan Development

Task 4.1 – Guiding Statements

The Consultant will establish guiding statements based on the understanding of community characteristics and the synthesis of initial community engagement activities. The guiding statements will include information such as a vision and supporting planning themes.

Task 4.2 – Future Land Use Map and Classifications

The Consultant will create a future land use map to communicate preferred future land uses in the study area. The Consultant will establish a set of up to ten (10) land use classifications that describe intended uses and design characteristics. Then, the Consultant will work with City staff to apply the land use classifications to create the future land use map for the study area.

Task 4.3 – Water and Wastewater Assessment Task 4.3 – Integrated Water and Wastewater Concept Plan

The Consultant will conduct a high-level assessment of the City's water and wastewater systems to identify potential constraints that may affect implementation of the Future Land Use Map. This task will include participation by up to two (2) members of the Consultant team in a single on-site work session with City staff, not to exceed four (4) hours, to review existing conditions and discuss system considerations.

Based on this coordination, the Consultant will prepare a brief memorandum summarizing key observations and outlining recommended next steps, including areas where more detailed study and analysis of infrastructure needs may be warranted. Detailed modeling, system analysis, and capital planning are not included in this task.

The Consultant will outline an Integrated Water and Wastewater Concept Plan, identifying the existing and proposed service area boundaries, areas of known development, and recommendations for planning and analysis required to generate capital project planning and phasing of improvements within the City's existing and proposed service area. The concept plan will rely on information established during data collection and review as well as stakeholder and regulatory coordination completed to date. The concept plan will identify delivery strategies and funding strategies for key components of the recommendations.

Growth projections, flow/capacity/demand projections, alternatives analysis, conceptual opinion of probable construction costs, and specific recommendations for improvements within the City's service area are not included within this task or the initial concept plan. Hydraulic modeling is not included in this task.

Task 4.4 – Framework Elements and Implementation Guidebook

The Consultant will develop a high-level framework of actions (e.g., policies, programs, projects, and plans) strategy framework that supports the future land use map. The organization of the policy strategy framework will be determined in collaboration with the Client and may be tied to specific topics or the comprehensive plan's guiding statements. The following topics will may be covered:

- **Growth Management:** Strategies to address growth management, redevelopment and infill, neighborhood preservation, ~~and~~ long-range development capacity, and housing options
- ~~Housing:~~ Strategies to support a diverse and adequate housing supply across income levels, addressing affordability, housing choice, and neighborhood compatibility
- **Economic Development:** Strategies to support strategic reinvestment, job creation, and long-term economic resilience
- **Transportation and Mobility:** ~~Strategies Validating key recommendations from to support implementation of the City's CTP~~ Comprehensive Transportation Plan (CTP)
- ~~Downtown Revitalization:~~ Strategies to reinforce downtown's historic character, economic vitality, and civic engagement
- **Water, Wastewater, and Utilities:** Strategies to align infrastructure with anticipated growth will be based on Task 4.3
- **Public Safety and Community Facilities:** Strategies ~~that to~~ address future police, fire, and emergency service needs
- **Parks, Recreation, and Open Space:** ~~Strategies that enhance recreational access, connectivity, and facilities in response to~~ Validating key recommendations from the City's 2021 Recreation Plan
- ~~Cultural and Natural Resources:~~ Strategies to protect and leverage the City's cultural, historic, and natural assets

The Consultant will develop an implementation guidebook that translates the strategy framework into a focused set of priority actions that guide coordination, investment, and decision-making over time. The Consultant will prepare an Implementation Matrix that includes a limited set of priority actions requiring coordination or funding and organizes them by action type, responsible parties, timeframe, and level of effort. The Consultant will create an action plan that places the strategies into a matrix that shows implementation tiers (e.g., short-term opportunities and longer-term strategic investments, relative cost (e.g., staff time and money), and who is best positioned to lead. In association with Task 4.3, the Consultant will develop a funding matrix that identifies up to five (5) viable funding sources with funding application timelines.

Task 5 – Documentation

Task 5.1 – Comprehensive Plan Report

The Consultant will create a concise report (i.e. no more than 60 pages total) in Adobe InDesign that communicates the process and outcomes of the comprehensive plan. The Client and Consultant will work collaboratively to limit the rounds of edits based on the following review process:

- ~~Draft 1: Initial Staff Review—An electronic copy of the draft report will be submitted to the Client for review. The Client will coordinate the review process and will provide one (1) set of consolidated comments to the Consultant.~~
- ~~Consultant Team Revision 1: The Consultant will revise the report based on the comments provided.~~

- Draft [21](#): ~~Second~~ Staff Review— An electronic copy of the revised report will be submitted to the Client for review. The Client will coordinate the review process and will provide one (1) set of consolidated comments to the Consultant.
 - Consultant Team Revision [21](#): The Consultant will revise the report based on the consolidated comments.
- Draft [32](#): [Staff Review #2 plus](#) Planning Board and City Council Review—The Consultant will provide a draft for review by [Staff](#), the Planning Board, and City Council. The Consultant and Client will review the input received and create a set of consolidated comments.
 - Consultant Team Revision [32](#): The Consultant will revise the report based on the consolidated comments.
- Draft [43](#): Adoption Draft—Per Task [2.72.4](#), the Consultant can present the Adoption Draft to the Planning Board for the recommendation for adoption and to City Council for adoption.
 - Consultant Team Revision [43](#): The Consultant will revise the report to correct minor editorial edits, such as spelling and grammar mistakes.

Following Consultant Team Revision [4.3](#) and as part of Task 5.2, the Consultant will provide print- and web-ready PDFs as well as an Adobe InDesign package of the final report.

Task 5.2 – Technical Data and Digital Files

Following adoption, the Consultant will compile technical data (e.g., spreadsheets, GIS map packages, and geodatabase) and digital files (e.g., report, images, graphics, maps) for delivery via ShareFile. Print- and web-ready PDFs of the final report and executive summary will be provided. Adobe InDesign files will be packaged and provided to the Client to allow the Client full access to the document for future revisions and updates to the document, images, and graphics.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Detailed engineering analysis, modeling, or design, including transportation, utility, or stormwater modeling
- Preparation of or updates to development ordinances, zoning maps, or regulatory text
- Preparation of grant applications or funding proposals
- Environmental studies, site-specific analysis, or field surveying
- Development of detailed cost estimates for capital projects
- Extensive meetings and stakeholder interviews beyond those identified in the scope
- Graphic rendering, 3D visualization, or photorealistic simulations beyond standard plan graphics
- Translation services beyond automated tools provided through the project website
- Printing, reproduction, or mailing costs beyond standard digital deliverables

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings, workshops, or community engagement activities beyond those identified in the scope
- Additional stakeholder interviews, focus group meetings, or presentations to boards, commissions, or stakeholder groups
- Additional document revisions beyond the defined review process
- Expanded data analysis, market analysis, or utility analysis beyond what is described in the scope
- Preparation of ordinance updates, zoning revisions, or implementation documents
- Development of detailed capital improvement plans or cost estimates
- Extended project duration resulting from delays beyond Kimley-Horn's control
- Additional graphic design, visualization, or mapping beyond standard plan deliverables

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar Project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Project Initiation and Management	\$ 21,096 12,750	Lump Sum
2	Community Engagement	\$ 16,750 44,465	Lump Sum
3	Community Characteristics	\$ 12,000 17,867	Lump Sum
4	Plan Development	\$ 41,500 66,762	Lump Sum
5	Documentation	\$ 19,500 28,883	Lump Sum
	Direct Expenses	\$2,000 750	Lump Sum
Total		\$181,823104,500	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn Project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Asheboro.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn Project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this Project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:

Printed Name:

Title:

CITY OF ASHEBORO

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project.

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its Services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's Services or any defect or noncompliance in any aspect of the Project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the Project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the Services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's Services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at <https://www.khtsinc.com/terms-of-service/> which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services

under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. An increase to this limitation of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.
- 13) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 14) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 15) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 16) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its Services until the hazardous substance or condition is eliminated.
- 17) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 18) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken

pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the Project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.