Town of Rutherfordton

Town Council Meeting
Regular Meeting
July 1, 2026
5:30 PM
Town Hall, Council Chambers

AGENDA

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CITIZEN'S CONCERNS & COMMENTS**

4. **APPROVAL OF AGENDA**

5. **MAYOR'S REPORT**

6. **CONSENT AGENDA**

   A. Town Council -03 June 2026 - Minutes
   Town Council - 03 Jun 2026 - Minutes

   B. Town Council - 17 June 2026 - Special Meeting Minutes
   Town Council - 17 Jun 2026 - Minutes

   C. Resolution 01-27 Board Appointments
   Resolution 01-27 Board Appointments

   D. Public Hearing – Call for a public hearing on proposed RDO Text Amendments (ZTA 2026-01) for August 5, 2026 at 5:30 p.m. in accordance with NCGS 160D-601.

7. **PRESENTATIONS**

   A. Crestview Park Masterplan- Final
   Crestview Park Final Presentation July 1, 2026

8. **OLD BUSINESS**

   A. Resolution 02-27: Declaration of Surplus Property and Authorization for Interlocal Transfer of Fire Apparatus
   Request for Town Council Action- Ladder 26
   Resolution 02-27: Declaration of Surplus Property and Authorization for Interlocal Transfer of Fire Apparatus

9. NEW BUSINESS

A. Crestview Park Master Plan Adoption
Request for Town Council Action - Crestview Park Master Plan
Rutherfordton, NC Crestview Park Master Plan Report 6.25.2026 Final
2026-06-23_Site Rendering
PLAN - existing conditions_site analysis_05132026

B. Fiscal Year 27 Budget Amendment - Ordinance 01-27: Carry Forward Projects from FY 26
Ordinance 01-27 FY27 Budget Amendment

C. Offer to Purchase Contract 144 Branch St
RFBA Redevelopment Prop. Acquisition 144
Offer to Purchase & Contract 144

D. Architectural Services Contract – Fairview ADU Demonstration Project with Sovereign Architecture
Request for Town Council Action: Arch. Services Contract with Sovereign Architecture
Arch. Services Contract with Sovereign Architecture

E. Approval of Amendments to Rostan Solutions Task Orders for FEMA Public Assistance Services
Request for Town Council Action - Approval of Amendments to Rostan Solutions Task Orders for FEMA Public Assistance Services
TO-02v3- DR-4827 (Helene) Building Consulting Services_Rutherfordton NC
TO-01v3- DR-4827 (Helene) PA GM_Rutherfordton NC

F. Tentative Award of Contract – WWTP Rehabilitation Project (SRP-W-134-0007)
Request for Town Council Action- Resolution of Tentative Award – Wastewater Treatment Plant Rehabilitation Project (SRP-W-134-0007)
Resolution 02-27 Rutherfordton Sewer Projects Resolution of Tentative Award
2026-06-08 - Recommendation of Negotiations Letter
Harper MWBE Form

G. Acknowledgement of Revised Letter of Intent to Fund – SRF Helene Sewer Resiliency Project (SRF-W-HEL-0025)
Request for Town Council Action - Revised Letter of Intent to Fund for the SRF Helene Sewer Resiliency Project
Rutherfordton_SRF_Helene_Sewer_Projects_LOIF2

10. TOWN MANAGER'S REPORT

A. America 250 Celebrations

B. Projects Updates
- Norris Library

- Woodrow Jones Building Roof
- N. Cleghorn & E. 2nd St

C. Upcoming Projects
- PARC Ordinance
- HL-0065

11. DEPARTMENT & COMMITTEE REPORTS
(INFORMATION ONLY)

A. June 2026 Operational & Finance Reports
Operational Reports
Financial Report

12. CLOSED SESSION

13. ADJOURN

RUTHERFORDTON

Town Council

June 3, 2026
Council Chambers

Minutes

MEMBERS PRESENT:	Mayor Jimmy Dancy Councilmember Doug Sheets Councilmember Doris Crute	Councilmember Alan Herrick Councilmember Stanley Clements
MEMBERS ABSENT:		
STAFF PRESENT:	Doug Barrick, Town Manager Jeanie Hall, Town Clerk Beth Miller, Town Attorney	Clint Ingle, Police Chief Brandon Harrill, Fire Chief Sonya Outling, Finance Director Cindy Bowlin, Library Director Cory Hall, Public Works Director Jordan Jones, Community Development Director

1. **PRE-MEETING**

4p-5p Crestview Park Master Plan

Tom Dills with CHA consulting provided a short presentation noting project goals, master plan schedule, current conditions, community input, needs, key findings, recommendations and proposed concept enhancements. Feedback from Council was received and the final plan should be ready for presentation in July.

2. **CALL TO ORDER**

Mayor Dancy called the meeting to order.

3. **PLEDGE OF ALLEGIANCE**

Mayor Dancy led the Pledge of Allegiance.

4. **CITIZEN'S CONCERNS & COMMENTS**

Bobby Miller- I live in Rutherfordton. New Hope area. And I am here on behalf of the MLK Committee and I just want to tell you guys how excited I am because this is our third year at the Juneteenth Festival at Kiwanis Park and I just want to thank the Town of Rutherfordton for being involved for this many years and showing us the support that we need to keep this thing going on. I appreciate you guys for doing that and I would love to invite the whole Town of Rutherfordton on the 19th to come out and support. We got plenty of events, we got plenty of food. It's going to be a great time. Come out. Let your hair down, have a good time and make sure you smile and greet some people. I also would like to thank Ms. Abrams. She did a great job on this flyer guys and she is a asset to this team so make sure if you see her out you say hello and tell her what a good job she is doing. Also, I would like to invite the town council members to come out, bring your families out. Make sure you have some shades. It's going to be hot. Something to wipe the sweat off. Alright, thank you guys.

5. **APPROVAL OF AGENDA**

Doug Sheets made a motion to approve the agenda to include the consent agenda. Second was made by Councilmember Stan Clements.

Motion carried unanimously

6. **MAYOR'S REPORT**

- Norris Public Library's 2026 Summer Reading Challenge "Unearth a Story" began on June 1st. This year we are having a reading challenge for both kids and teens with additional programs for all ages!
- The Bechtler House Museum will be open the Friday and Saturday in conjunction with the NC Gold Trail Festival.
- Young Visions of America Student Mural Panels in celebration of America250 will be on display in Main St Park this summer.
- Duck Dash Derby has been rescheduled for Friday June 26th at 7:30 pm at Kiwanis Park. This event will be followed by Movie in the Park. Ducks can still be purchased at Town Hall or at FAB this Friday.
- Please join the MLK committee of New Hope in celebration of Juneteenth Freedom Day on Friday June 19th at Kiwanis Park 10am-3pm

7. CONSENT AGENDA

Town Council- 06 May 2026- Minutes

Councilmember Doug Sheets made a motion to approve Town Council- 06 May 2026- Minutes. Second was made by Councilmember Stan Clements.

Motion carried unanimously

Resolution 33-26 Board Appointments

Councilmember Doug Sheets made a motion to approve Resolution 33-26 Board Appointments. Second was made by Councilmember Stan Clements.

Motion carried unanimously

8. PRESENTATIONS

Crestview Park Master Plan Update and Presentation - CHA

Tom Dills with CHA consulting provided a short presentation noting project goals, master plan schedule, current conditions, community input, needs, key findings, recommendations and proposed concept enhancements. The final plan should be ready for presentation in July.

9. PUBLIC HEARING

FY27 Managers Recommended Budget

Mayor Dancy opened the public hearing for FY27 Managers Recommended Budget. There was no one who signed up to speak. Mayor Dancy closed the public hearing.

RDO Text Amendments (ZTA 2026-01) - Table to July 1, 2026

The original scheduled public hearing for the RDO Text Amendments (ZTA 2026-01) will need to table to July 1, 2026. Stan Clements made a motion to table and second was made by Councilmember Doug Sheets.

Motion carried unanimously

10. **OLD BUSINESS**

11. **NEW BUSINESS**

Cleghorn & 2nd Street Culvert Replacement Project

Councilmember Doug Sheets made a motion to approve Cleghorn & 2nd Street Culvert Replacement Project. Second was made by Councilmember Stan Clements.

Motion carried unanimously

Ordinance 21-26 Fund 41 Budget Amendment

Councilmember Doris Crute made a motion to approve Ordinance 21-26 Fund 41 Budget Amendment. Second was made by Councilmember Doug Sheets.

Motion carried unanimously

Ordinance 22-26 Fiscal Year 2027 Town Budget

Councilmember Doug Sheets made a motion to approve Ordinance 22-26 Fiscal Year 2027 Town Budget. Second was made by Doris Crute.

Motion carried 3:1 Harrick opposed

Approval of Financing Agreement and Closing Authorization for One New Grapple Truck and One New Ford Police Interceptor Vehicle per the FY 27 Budget

Councilmember Doug Sheets made a motion to approve the Financing Agreement and Closing Authorization for One New Grapple Truck and One New Ford Police Interceptor Vehicle per the FY 27 Budget. Second was made by Councilmember Doris Crute.

Motion carried unanimously

Offer to Purchase Agreement – Rutherford Housing Partnership – 251 W. 3rd St

Councilmember Doug Sheets made a motion to approve Offer to Purchase Agreement - Rutherford Housing Partnership - 251 W. 3rd St. Second was made by Councilmember Doris Crute.

Motion carried 3:1 Clements opposed

Approval of Change Order No. 5, Approval of Change Order No. 6, and Increase in Contract Authorization for the Norris Library Waterproofing Project (OSBM Contract No. 11456)- McKinney Construction Management LLC

Councilmember Doug Sheets made a motion to approve Change Order No. 5, Approval of Change Order No. 6, and Increase in Contract Authorization for the Norris Library Waterproofing Project (OSBM Contract No. 11456)- McKinney Construction Management LLC. Second was made by Councilmember Stan Clements.

Motion carried unanimously

Approval of Change Order No 1. and Authorization for Contract Adjustment –CRW Land Services LLC. on the 3rd St Culvert Replacement Project - FEMA Project 796561

Councilmember Doug Sheets made a motion to approve Change Order No 1. and Authorization for Contract Adjustment –CRW Land Services LLC. on the 3rd St Culvert Replacement Project - FEMA Project 796561. Second was made by Councilmember Doris Crute.

Motion carried unanimously

Special Called Meeting – Wednesday June 17th – 4pm Rutherfordton Town Hall

Councilmember Doris Crute made a motion to call for a Special Called Meeting - Wednesday June 17th - 4pm Rutherfordton Town Hall. This meeting will include possible action regarding the Cleghorn Street and West Second Street Culvert Replacement Project, USDA Rural Development disaster assistance funding and related documents, FY 2026 and FY 2027 budget amendments and related financial matters, Rutherfordton Rural Fire District funding matters, and such other

business as may properly come before the Council. Second was made by Councilmember Doug Sheets.

Motion carried unanimously

12. **TOWN MANAGER'S REPORT**

- Woodrow Jones roof repairs to begin June 8th
- Overmountain Man Statue- dedication on July 4th at 10am
- Greenway House removal scheduled for June 15th
- NCDOT Raise Grant Project

13. **DEPARTMENT & COMMITTEE REPORTS**

(INFORMATION ONLY)

May 2026 Operational & Finance Reports

14. **CLOSED SESSION**

Attorney-Client Privilege under- N.C.G.S. § 143-318.11(a)

Councilmember Doug Sheets made a motion to enter closed session. Second was made by Councilmember Stan Clements.

Motion carried unanimously

Discussion regarding property acquisition.

Councilmember Stan Clements made a motion to return to open session. Second was made by Councilmember Doris Crute.

Motion carried unanimously

15. **ADJOURN**

Councilmember Doug Sheets made a motion to adjourn. Second was made by Councilmember Alan Herrick.

Motion carried unanimously

Jimmy Dancy, Mayor

Jeanie Hall, Town Clerk

RUTHERFORDTON

Town Council

June 17, 2026
Council Chambers

Minutes

MEMBERS PRESENT:	Mayor Jimmy Dancy Councilmember Doug Sheets Councilmember Doris Crute	Councilmember Stanley Clements
MEMBERS ABSENT:	Councilmember Alan Harrick	
STAFF PRESENT:	Doug Barrick, Town Manager Jeanie Hall, Town Clerk	Brandon Harrill, Fire Chief Sonya Outling, Finance Director Cory Hall, Public Works Director Jordan Jones, Community Development Director Carli McBride, Main St Director

1. **CALL TO ORDER**

   Mayor Dancy called the meeting to order.

2. **CITIZEN'S CONCERNS & COMMENTS**

   There were no citizen concerns or comments.

3. **APPROVAL OF AGENDA**

Councilmember Doug Sheets made a motion to approve the agenda. Second was made by Councilmember Doris Crute.

Motion carried unanimously

4. **MAYOR'S REPORT**

5. **CONSENT AGENDA**

6. **NEW BUSINESS**

USDA Rural Development Disaster Assistance Fund – Brush Truck Replacement Funding Authorization

Councilmember Doug Sheets made a motion to approve the USDA Letter of Conditions, Request for Obligation of Funds, Community Facilities Grant Agreement, and related grant documents, and authorize the Mayor and Town Manager to execute all documents necessary to accept and administer the USDA Rural Development Disaster Assistance Fund grant award for Brush Truck replacement. Second was made by Councilmember Doris Crute.

Motion carried unanimously

Approve Purchase of Replacement Brush Truck – Anchor-Richey EVS

Councilmember Doris Crute made a motion to approve the purchase of a replacement brush truck from Anchor-Richey EVS in the amount of $223787.99 and authorized the Town Manager to execute all agreements and documents necessary to complete the acquisition. Second was made by Councilmember Stan Clements.

Motion carried unanimously

Cleghorn & 2nd Street Culvert Replacement Project Bid Award and Contract Authorization- FEMA Project No. 1481302

Councilmember Doug Sheets made a motion to approve the bid tabulation for FEMA Project No. 1481302- Cleghorn & 2nd Street Culvert Replacement Project; award the construction contract to Sisk Grading as the lowest responsive, responsible bidder in the amount of $134,530 and authorized the Town Manager to execute the construction contract and related project documents. Second was made by Councilmember Doris Crute.

Motion carried unanimously

OSBM Grant No. 11456 – Norris Library Waterproofing Project (McKinney Construction Management) Revised Change Order No. 6 and Contract Authorization Increase

Councilmember Doris Crute made a motion to approve the revised Change Order No. 6, increasing the construction contract amount from $180,280 to $182847, and authorize the Town Manager to execute the revised change order documents. Second was made by Councilmember Stan Clements.

Motion carried unanimously

Ordinance 23-26 Close Project Fund 42 - ARPA Funds

Councilmember Doug Sheets made a motion to approve Ordinance 23-26 Close Project Fund 42 - ARPA Funds. Second was made by Councilmember Stan Clements.

Motion carried unanimously

Ordinance 24-26 Close Project Fund 26 Fire Station #2 Construction Fund

Councilmember Doug Sheets made a motion to approve Ordinance 24-26 Close Project Fund 26 Fire Station #2 Construction Fund. Second was made by Councilmember Doris Crute.

Motion carried unanimously

Ordinance 25-26 FY26 Budget Amendment

Councilmember Stan Clements made a motion to approve Ordinance 25-26 FY26 Budget Amendment. Second was made by Councilmember Doug Sheets.

Motion carried unanimously

7. CLOSED SESSION

No closed session was needed.

8. **ADJOURN**

Councilmember Doug Sheets made a motion to adjourn. Second was made by Councilmember Doris Crute.

Motion carried unanimously

Jimmy Dancy, Mayor

Jeanie Hall, Town Clerk

TOWN OF RUTHERFORDTON
NORTH CAROLINA

RESOLUTION # 01-27

A RESOLUTION TO APPOINT RUTHERFORDTON BOARD & COMMITTEE MEMBERS

WHEREAS, there is/are vacant seats on various boards and committees, and

WHEREAS, it has been determined that members of the public have expressed a desire to serve, and

WHEREAS, Margaret Ingels and Robin Van Jura are willing to serve our community.

NOW, THEREFORE, BE IT RESOLVED BY THE RUTHERFORDTON TOWN COUNCIL:

The Rutherfordton Town Council appoints Margaret Ingels to the Rutherfordton Town Revitalization. For a term that shall expire on 6-30-2029.

The Rutherfordton Town Council appoints Robin VanJura to the Rutherfordton Parks & Recreation Committee. For a term that shall expire on 6-30-2029.

Adopted this 1st day of July 2026.

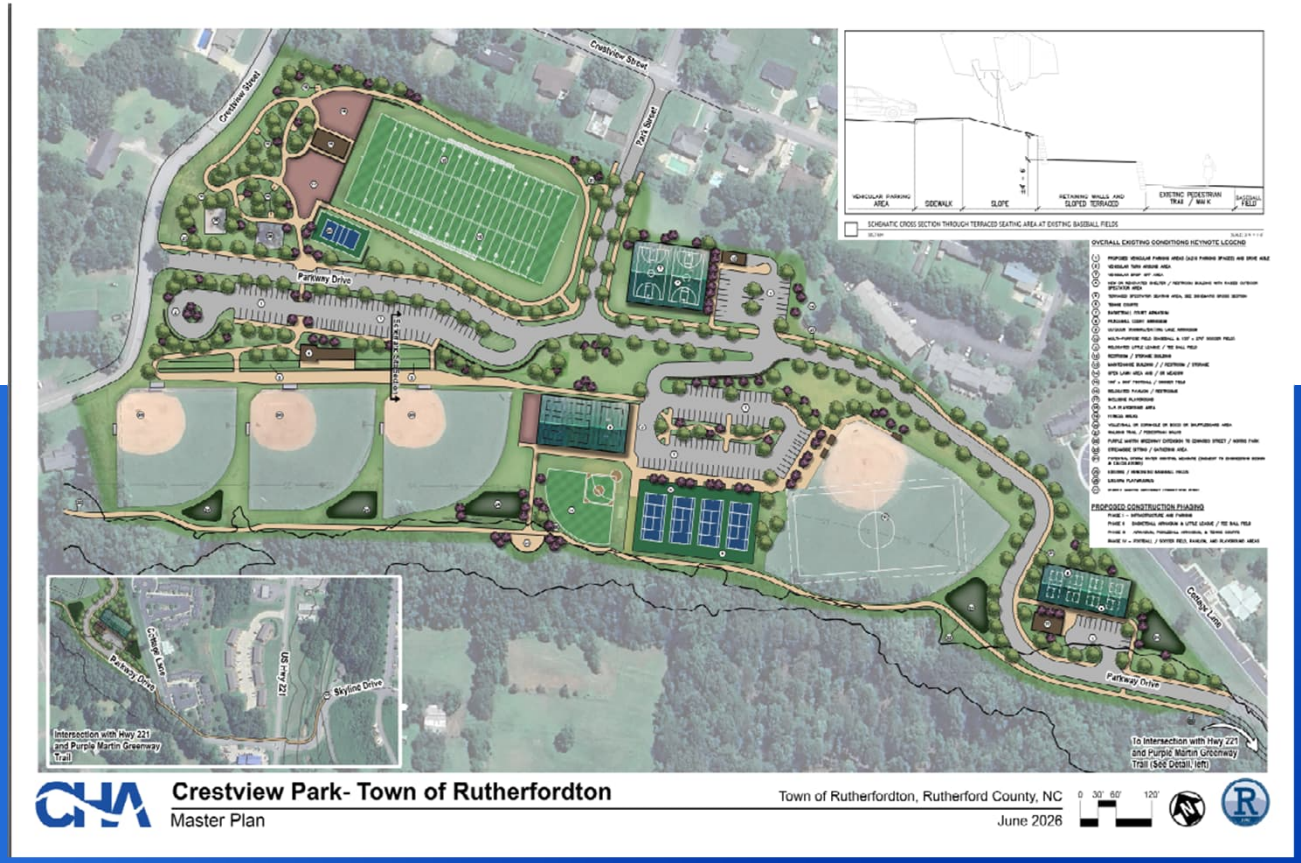
_____
Jimmy Dancy, Mayor

ATTEST:

_____
Jeanie Hall, Town Clerk

Town of Rutherfordton, NC

Crestview Park Master Plan



Final Presentation to Town Council July 1, 2026

Project Goals

Develop a site-specific park master plan in accordance with NC Parks and Recreation Trust Fund (PARTF) standards for Crestview Park.

With funding from the RHI Legacy grant, the town plans to develop a site-specific master plan for Crestview Park, laying the groundwork for phased improvements and future state and federal funding opportunities.

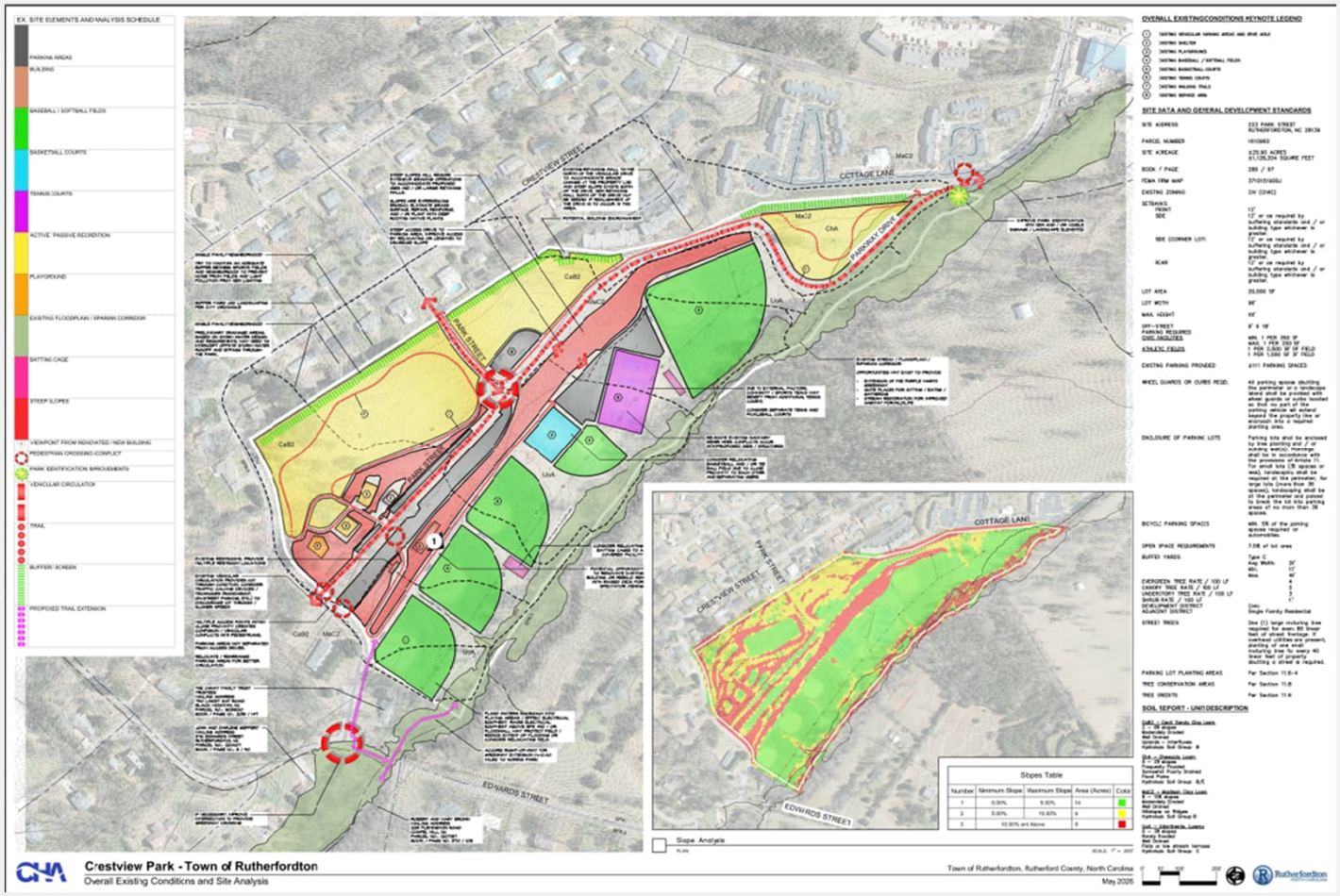
Crestview Park Site-Specific Master Plan Schedule

Phase 1. Direction Setting, Research, and Analysis

Phase 2. Preliminary Design and Public Input

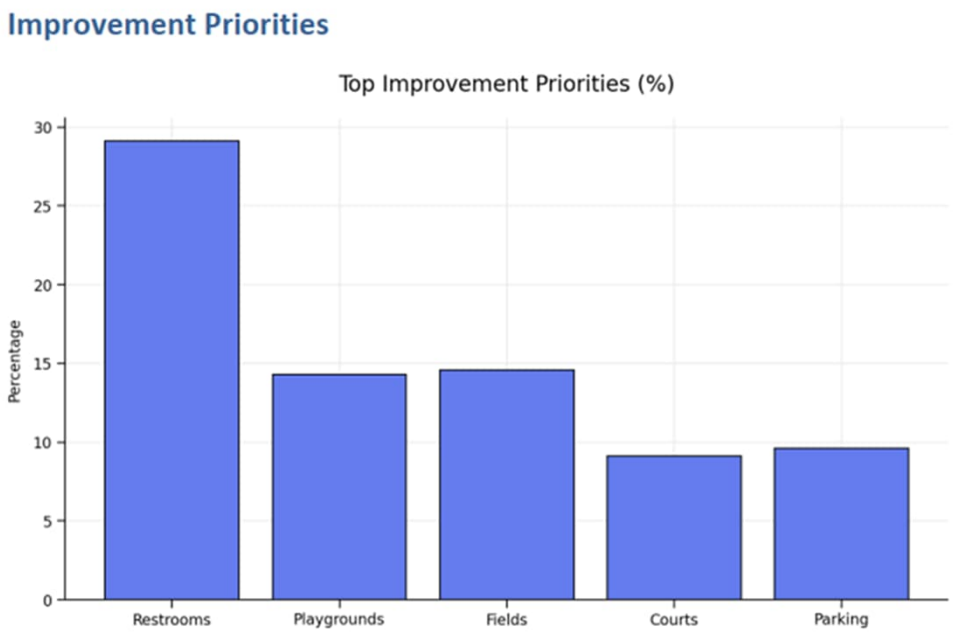
Phase 3. Final Master Plan Presentation – July 1, 2026

Current Conditions



Community Needs Identified – 526 Survey Responses

- Upgraded and additional restrooms, including improved cleanliness and accessibility.
- Reconfigured and expanded parking to address congestion and pedestrian safety.
- Investment in baseball and softball fields, including surfaces, dugouts, lighting, and seating.
- Improved accessibility through ramps, safer steps, and inclusive playground design.
- Additional shade, seating, water fountain and bottle-filling stations.
- Better separation of conflicting uses (e.g., basketball courts near T-ball fields).



Community Input – Key Findings

- Walking/running, playground use, and youth baseball/softball most common activities.
- Restrooms and parking were identified as the single most important improvement need.
- A strong majority (58%) support Crestview Park remaining a balanced park serving both sports and general recreation.
- Safety concerns are present, with most users reporting they feel safe only when others are present.
- Parking congestion creates safety concerns during peak sports usage.
- Baseball and softball facilities remain a cornerstone of community use.
- Accessibility for people with physical and developmental limitations was rated significantly lower than for children.

Community Input – Recommendations

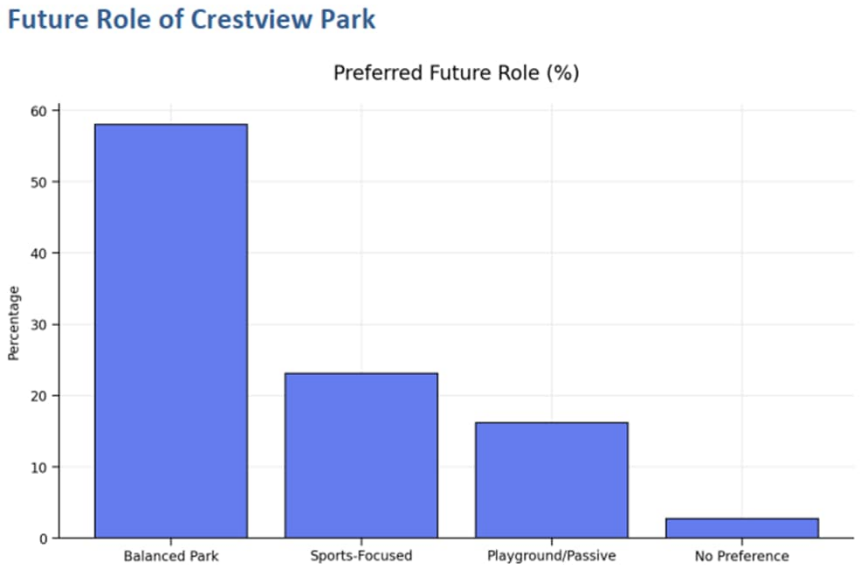
1. Prioritize near-term capital improvements to restrooms, parking, and pedestrian circulation to address safety and accessibility concerns.

1. Implement a phased rehabilitation plan for baseball and softball facilities to support youth sports and tournament potential.

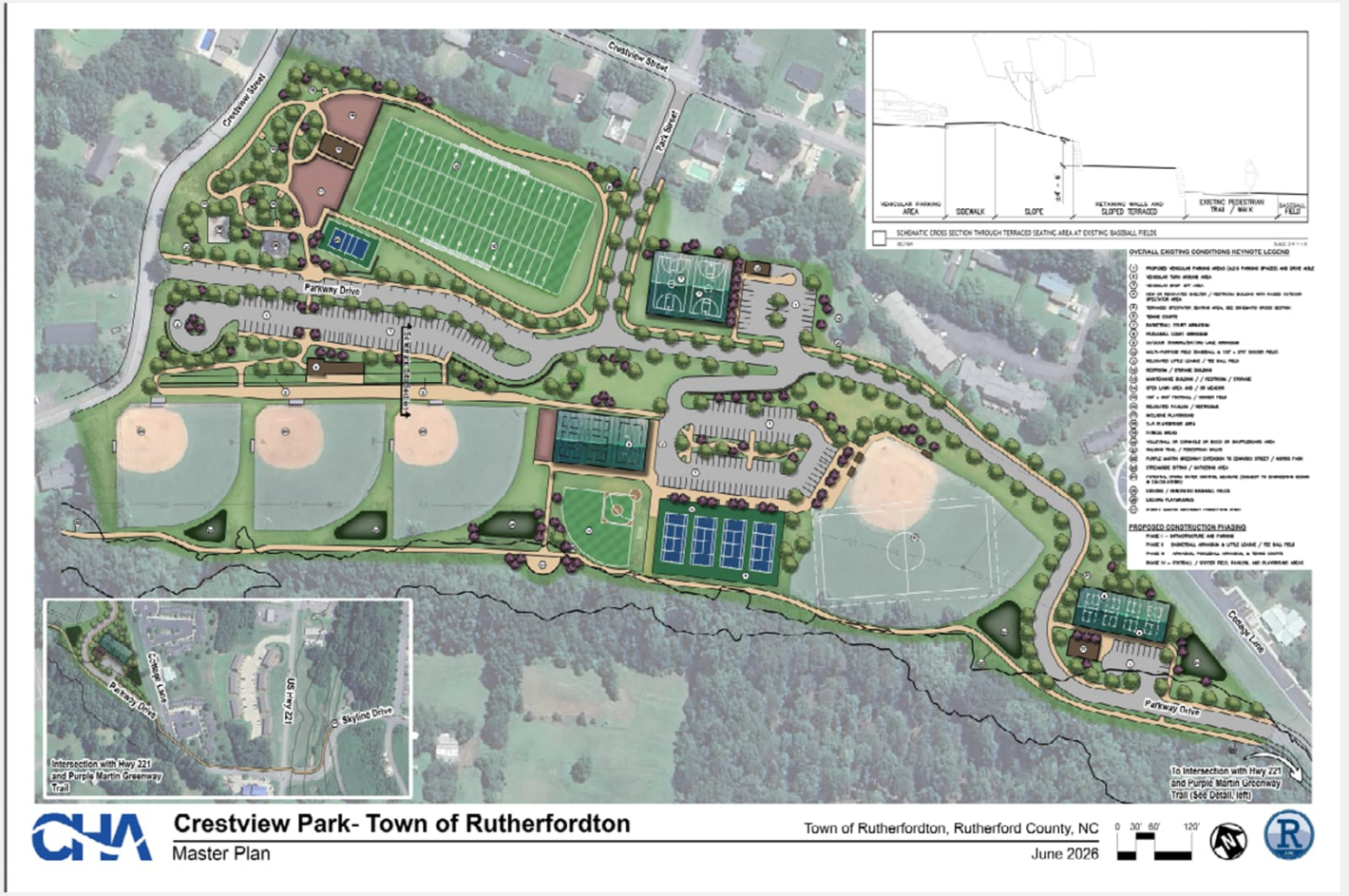
1. Enhance accessibility and inclusivity through ADA-compliant routes and universally designed playground equipment.

1. Maintain Crestview Park's role as a balanced, multi-use park serving organized sports, families, and passive recreation.

1. Continue proactive public engagement as designs and funding strategies are developed to ensure transparency and trust.



Final Concept



Probable Cost by Phases

Crestview Park

Town of Rutherfordton

Opinion of Probable Cost - Conceptual Master Plan

06/23/26

Item	Description	Notes	Quantity	Unit	Cost	Total
Phase 1 - Infrastructure and Asphalt Parking						
					Phase 1 Subtotal:	**$6,190,000**
Phase 2 - Basketball Airnasium and Little League/Tee Ball Field						
					Phase 2 Subtotal:	**$6,072,669**
Phase 3 - Airnasium, Pickleball Airnasium, and Tennis Courts						
					Phase 3 Subtotal:	**$6,856,366**
Phase 4 - Football/Soccer Field, Pavilion, and Playground Areas						
					Phase 4 Subtotal:	**$3,309,100**
Total Cost Summary - Total 4 Phases						
	Project Total Cost					**$33,911,341**

Thank You - Open Discussion



Current Conditions



Final Concept

Rutherfordton
NORTH CAROLINA

REQUEST FOR COUNCIL ACTION

Date of Meeting: July 1, 2026

To: Mayor and the Town Council

From: Doug Barrick, Town Manager

Action Requested: **Surplus Declaration and Transfer of 2012 HME Ladder Truck (Ladder 26)**

The Town is completing a grant-funded fire apparatus replacement project through the NC Office of State Budget and Management (OSBM Grant ID: 11454). The replacement 2025 107' Ladder Truck has been fully manufactured and completed final inspection by Fire Chief Harrill at the Smeal facility on April 27–28, 2026. The unit is currently in final upfit and delivery preparation through Atlantic Coast Fire Trucks.

Once placed into service following training and certification, the existing 2012 HME 78' Ladder Truck (Ladder 26) must be removed from service and transferred to the Town of Spindale as required by the OSBM approved Scope of Work (Appendix A).

Recommended Action: Declare the 2012 HME 78' Ladder Truck (Ladder 26) as surplus property; and Authorize transfer of the apparatus to the Town of Spindale in accordance with OSBM Grant Agreement No. 11454, Appendix A (Scope of Work), and NC General Statute §160A-280; and

Authorize the Town Manager and Fire Chief to execute all necessary documents to complete the transfer and ensure grant compliance.
Summary:

Motion:_____ Second:_____ Vote:_____

TOWN OF RUTHERFORDTON
NORTH CAROLINA

RESOLUTION # 02-27

DECLARATION OF SURPLUS PROPERTY AND AUTHORIZATION FOR INTERLOCAL TRANSFER OF FIRE APPARATUS

WHEREAS, the Town of Rutherfordton owns certain fire apparatus described as a 2012 HME 78' Ladder Truck, Unit Ladder 26, VIN/Serial No. 44KFT4280CWZ22243 (the "Property"); and

WHEREAS, the Town has acquired a replacement 2025 107' Ladder Truck funded through a grant agreement with the North Carolina Office of State Budget and Management (OSBM Grant ID: 11454), pursuant to Session Law 2023-134 and the approved Scope of Work (Appendix A), which requires replacement of the existing apparatus and disposition of the replaced unit; and

WHEREAS, the replacement apparatus has been manufactured, inspected, and is undergoing final delivery preparation, training, and commissioning prior to being placed into active service; and

WHEREAS, the OSBM Grant Agreement Scope of Work (Appendix A) requires that the replaced apparatus be transferred to the Town of Spindale for continued public safety use as a condition of grant compliance and project performance; and

WHEREAS, North Carolina General Statute §160A-280 authorizes municipalities to transfer property to other governmental units, including other municipalities, by sale, exchange, lease, or conveyance when such transfer serves a public purpose and is consistent with applicable law; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RUTHERFORDTON THAT:

1. Declaration of Surplus

The 2012 HME 78' Ladder Truck, Unit Ladder 26, VIN/Serial No. 44KFT4280CWZ22243, is hereby declared surplus property, as it has been replaced through a grant-funded capital acquisition and is no longer needed for continued operational use by the Town of Rutherfordton.

2. Authorization of Interlocal Transfer

The Town Manager and Fire Chief are hereby authorized to transfer ownership of the surplus apparatus to the Town of Spindale, consistent with North Carolina General Statute §160A-280, OSBM Grant Agreement No. 11454, the approved Scope of Work (Appendix A), and all applicable state and grant requirements.

This transfer is made to satisfy grant deliverables and to support continued regional fire protection services as contemplated in the approved project scope.

3. Effective Date

The transfer of the apparatus shall become effective July 31, 2026, or upon completion of final commissioning, training, and placement into service of the replacement 2025 107’ Ladder Truck, whichever occurs later, and in accordance with OSBM grant performance requirements.

4. Execution Authority

The Town Council authorizes the Town Manager and Fire Chief to take all actions necessary to implement this Resolution and complete the interlocal transfer of the surplus apparatus to the Town of Spindale.

The Town Manager and Fire Chief are authorized to execute all documentation required to effectuate the surplus declaration, intergovernmental transfer, and compliance with OSBM Grant Agreement No. 11454 and its approved Scope of Work (Appendix A).

This authority includes ensuring compliance with North Carolina General Statute §160A-280 and all applicable grant reporting, monitoring, audit, and recordkeeping requirements.

The Town Manager is further authorized to execute any interlocal transfer agreements, surplus documentation, and administrative instruments necessary to complete the transaction and ensure grant compliance.

All actions taken under this authority shall be limited to those necessary to carry out the intent of this Resolution and ensure proper transfer, documentation, and compliance with all applicable legal and grant requirements.

Adopted this 1st day of July 2026.

_____
Jimmy Dancy, Mayor

ATTEST:

_____
Jeanie Hall, Town Clerk

REQUEST FOR COUNCIL ACTION

Date of Meeting: July 1, 2026

To: Mayor and the Town Council

From: Doug Barrick, Town Manager

Action Requested: **Approval of the Crestview Park Master Plan**

Approve the Crestview Park Master Plan dated June 25, 2026, as presented by CHA Solutions, and authorize Town staff to utilize the Master Plan as the guiding document for future park improvements, capital planning, grant applications, fundraising efforts, and phased implementation.

In 2025, the Town of Rutherfordton engaged CHA Solutions to prepare a comprehensive master plan for Crestview Park utilizing funding provided through the RHI Legacy Foundation. The plan was developed in accordance with North Carolina Parks and Recreation Trust Fund (PARTF) standards and establishes a long-term vision for one of the Town's most important recreational assets.

The planning process included extensive public engagement, stakeholder meetings, site analysis, and community input. More than 523 residents participated in the community survey, providing valuable feedback regarding existing park conditions, desired amenities, accessibility improvements, recreational programming, and long-term priorities. Throughout the process, the Town Council, Parks and Recreation Advisory Committee (PARC), youth sports organizations, and the public were engaged to help shape the final recommendations.

The adopted Master Plan identifies a phased approach to modernizing Crestview Park while preserving its role as Rutherfordton's premier community recreation facility. Key priorities include:

- Improving parking, traffic circulation, and pedestrian safety.
- Expanding and modernizing restroom and concession facilities.
- Rehabilitating and enhancing athletic fields.
- Increasing accessibility through ADA-compliant improvements.
- Expanding passive recreation opportunities, playgrounds, trails, and gathering spaces.
- Creating flexible recreational facilities to serve residents of all ages.

Motion:_____ Second:_____ Vote:_____

- Positioning the Town to pursue future state, federal, and private grant opportunities.

The conceptual implementation strategy is divided into four phases with an estimated total program cost of approximately $33.9 million. Adoption of the Master Plan does not authorize construction or commit the Town to future expenditures. Rather, it establishes the Town's official long-range vision and provides the planning framework necessary to pursue grant funding, partnerships, private investment, and future capital improvements as funding becomes available.

Approval of the Master Plan also strengthens the Town's competitiveness for Parks and Recreation Trust Fund (PARTF), Land and Water Conservation Fund (LWCF), and other state and federal recreation grant opportunities, many of which require an adopted master plan as part of the application process.

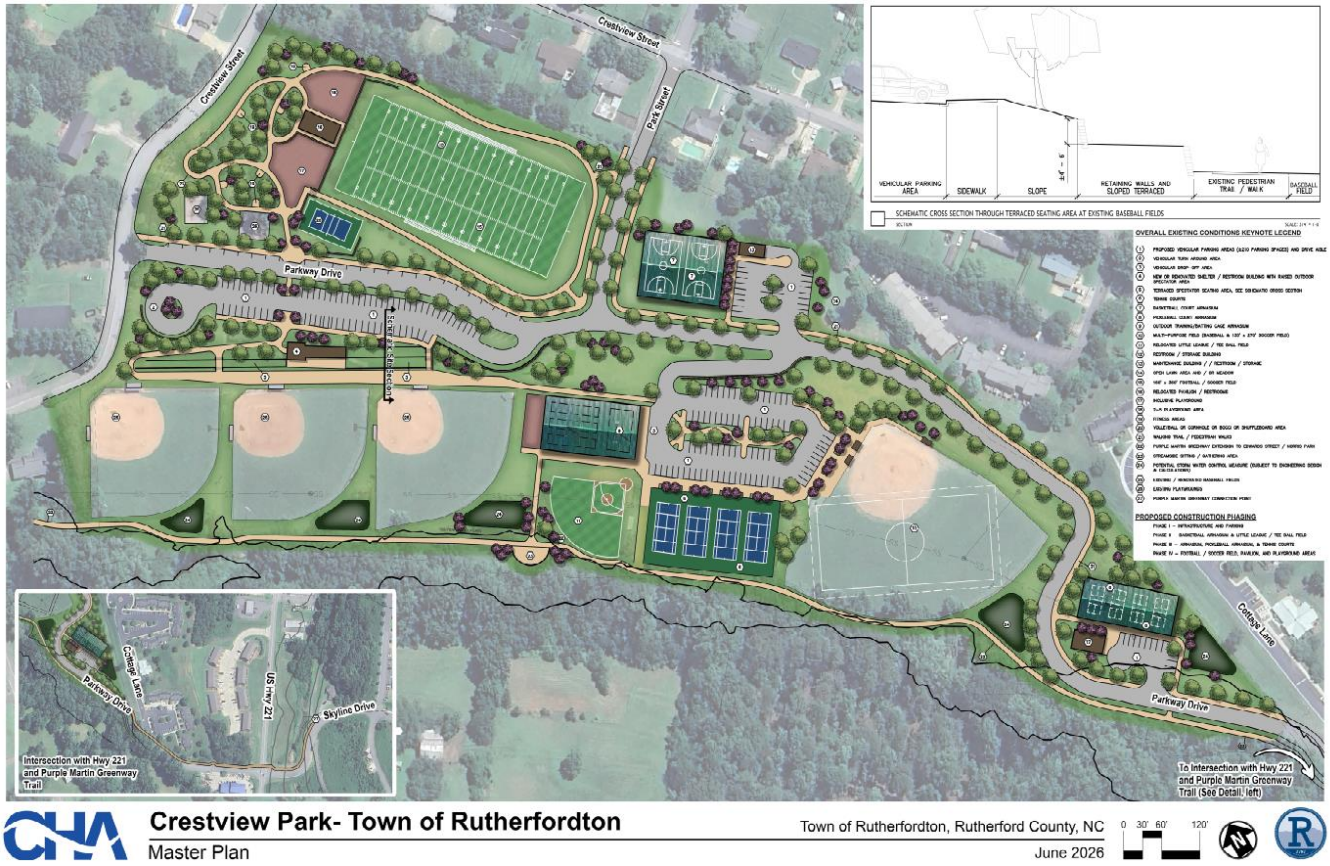
Approval of the Master Plan does not provide appropriate funding or authorize construction. Future projects will be presented to the Town Council individually as funding opportunities are identified and detailed engineering and cost estimates are completed. The Master Plan serves as a long-term planning document to guide future capital investments and grant applications.

Recommended Action: Staff recommends approval of the Crestview Park Master Plan as presented and recommends utilizing the adopted plan to guide future recreation investments, grant applications, partnerships, fundraising efforts, and phased implementation of improvements at Crestview Park.

Motion:_____ Second:_____ Vote:_____

Rutherfordton, NC Crestview Park

Master Plan Report



Submitted by:
Tom Diehl, Senior Project Manager
tdiehl@chasolutions.com

June 25, 2026

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Special Note

This report is the initial draft report. The report will be updated upon review by Rutherfordton Town Council and staff.

Executive Summary

The Town of Rutherfordton, North Carolina, engaged CHA Solutions to develop a master plan for Crestview Park in alignment with North Carolina Parks and Recreation Trust Fund (PARTF) standards. Supported by funding from the RHI Legacy grant, this effort establishes a strategic, long-term vision for the park that supports phased development, enhances community use, and positions the Town to pursue future state and federal funding opportunities.

The master planning process was completed through a structured three-phase approach. Phase 1 focused on direction setting, research, and analysis, including stakeholder engagement, site assessment, and a community-wide survey. Phase 2 involved the development of conceptual design alternatives and public engagement to refine priorities. Phase 3 culminated in the preparation of a recommended master plan that reflects community input, technical analysis, and long-term recreational goals.

Community engagement was a cornerstone of the planning process, highlighted by a survey that received 523 responses. Results show that Crestview Park is a heavily used and highly valued community asset, with nearly 57% of respondents visiting weekly or more often. The park currently serves a diverse range of uses, including walking, playground activities, and youth baseball and softball programs. At the same time, respondents identified significant concerns regarding facility conditions, safety, accessibility, and aging infrastructure.

Survey feedback revealed several critical needs, including improved restroom facilities, expanded and safer parking, upgrades to athletic fields, enhanced accessibility, and additional amenities such as shade, seating, and water stations. Importantly, the majority of respondents expressed a strong preference for maintaining Crestview Park as a balanced, multi-use facility that supports both organized sports and passive recreation.

The recommended master plan proposes targeted improvements that address immediate infrastructure deficiencies while enhancing the park's long-term functionality and appeal. Key priorities include upgrading restrooms and parking areas, improving pedestrian circulation and safety, modernizing athletic facilities, and incorporating inclusive, ADA-compliant design elements. The plan also emphasizes maintaining the park's role as a flexible, multi-use community space.

Implementation of the master plan is structured into four phased construction stages, with a total estimated capital investment of approximately $33.9 million. These phases prioritize infrastructure and parking improvements, enhancements to athletic facilities, expanded recreational amenities, and the addition of new community features such as playgrounds and multipurpose fields. Cost estimates are conceptual and will be refined during future design and engineering phases.

Moving forward, the Town is encouraged to pursue a combination of public and private funding sources, advance detailed design and engineering, and continue engaging the community to ensure alignment with local priorities. With strategic investment and phased implementation, the Crestview Park Master Plan provides a clear roadmap to transform the park into a safer, more accessible, and more vibrant recreational destination that will serve Rutherfordton residents for generations to come.

Introduction

The Town of Rutherfordton, North Carolina, engaged CHA Solutions to develop a site-specific park master plan in accordance with NC Parks and Recreation Trust Fund (PARTF) standards for Crestview Park. With funding from the RHI Legacy grant, the town requested development of a site-specific master plan for Crestview Park, which will the groundwork for phased improvements and future state and federal funding opportunities.

The project was completed using three phases:

Phase 1. Direction Setting, Research, and Analysis

Phase 2. Preliminary Design and Public Input

Phase 3. Final Master Plan Development and Presentation

This report includes a summary of each phase of the project.

Phase 1. Direction Setting, Research, and Analysis

The project began with a scoping call with the Town Manager, The Director of Parks & Recreation and CHA staff to discuss the scope of the project and the proposed schedule. Following the scoping call a project kick-off meeting with the Parks and Recreation Committee (PARC) and Town staff was held, followed by input sessions with high use stakeholders. The results of these meetings identified specific opportunities and constraints associated with Crestview Park.

An online SurveyMonkey survey was developed and administered to seek input from the community regarding needs and desires associated with Crestview Park. The survey was designed to meet NC Parks and Recreation Trust Fund (PARTF) standards. The survey was advertised on the Town's website, through postings of flyers and tabling by the Parks and Recreation Director at community events. This project survey specifically sought input from high use community organizations and stakeholders such as Little League and Junior Hilltoppers.

Crestview Park Community Survey – Summary Report

Executive Summary

This public-facing summary presents the results of the Crestview Park Community Survey, which received 523 responses. The survey was conducted to understand current park usage, community priorities, facility conditions, safety perceptions, and preferences for future improvements. Results indicate strong community support for maintaining Crestview Park as a balanced, multi-use park, with urgent needs related to facility maintenance, restrooms, parking, accessibility, and youth sports infrastructure.

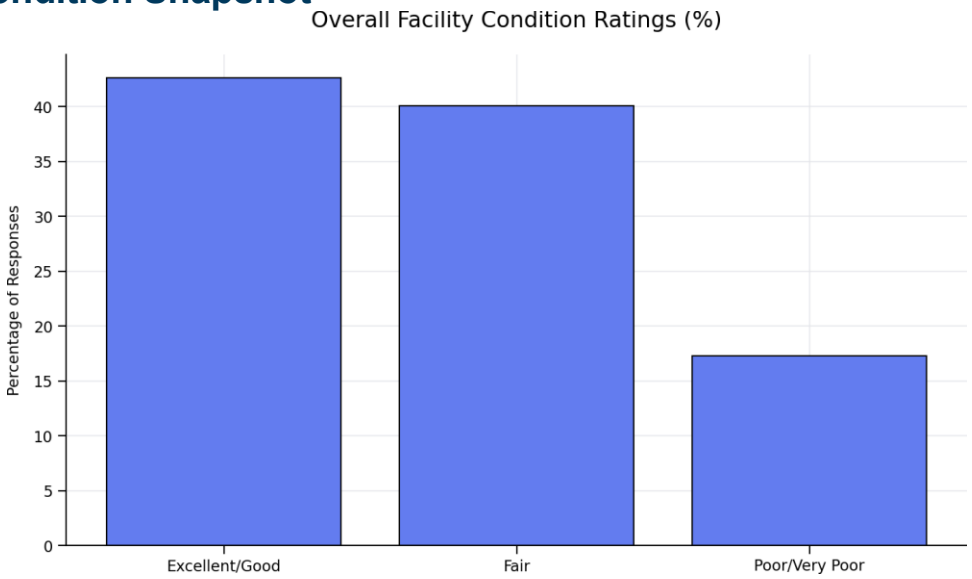
Survey Overview

The Crestview Park Community Survey captured robust participation across a broad range of age groups and household types. Respondents were predominantly local residents, reflecting strong community investment in the park's future. Questions focused on park usage, facility condition, safety, accessibility, programming priorities, and long-term vision.

Key Findings

- Crestview Park is heavily used, with nearly 57% of respondents visiting weekly or more frequently.
- Walking/running, playground use, and youth baseball/softball are the most common activities.
- More than half of respondents rated overall facility conditions as Fair, Poor, or Very Poor.
- Restrooms and parking were identified as the single most important improvement need.
- A strong majority (58%) support Crestview Park remaining a balanced park serving both sports and general recreation.
- Safety concerns are present, with most users reporting they feel safe only when others are present.
- Accessibility for people with physical and developmental limitations was rated significantly lower than for children.

Facility Condition Snapshot



Community Needs Identified

- Upgraded and additional restrooms, including improved cleanliness and accessibility.
- Reconfigured and expanded parking to address congestion and pedestrian safety.
- Investment in baseball and softball fields, including surfaces, dugouts, lighting, and seating.
- Improved accessibility through ramps, safer steps, and inclusive playground design.

- Additional shade, seating, water fountains, and bottle-filling stations.
- Better separation of conflicting uses (e.g., basketball courts near T-ball fields).

Recommendations

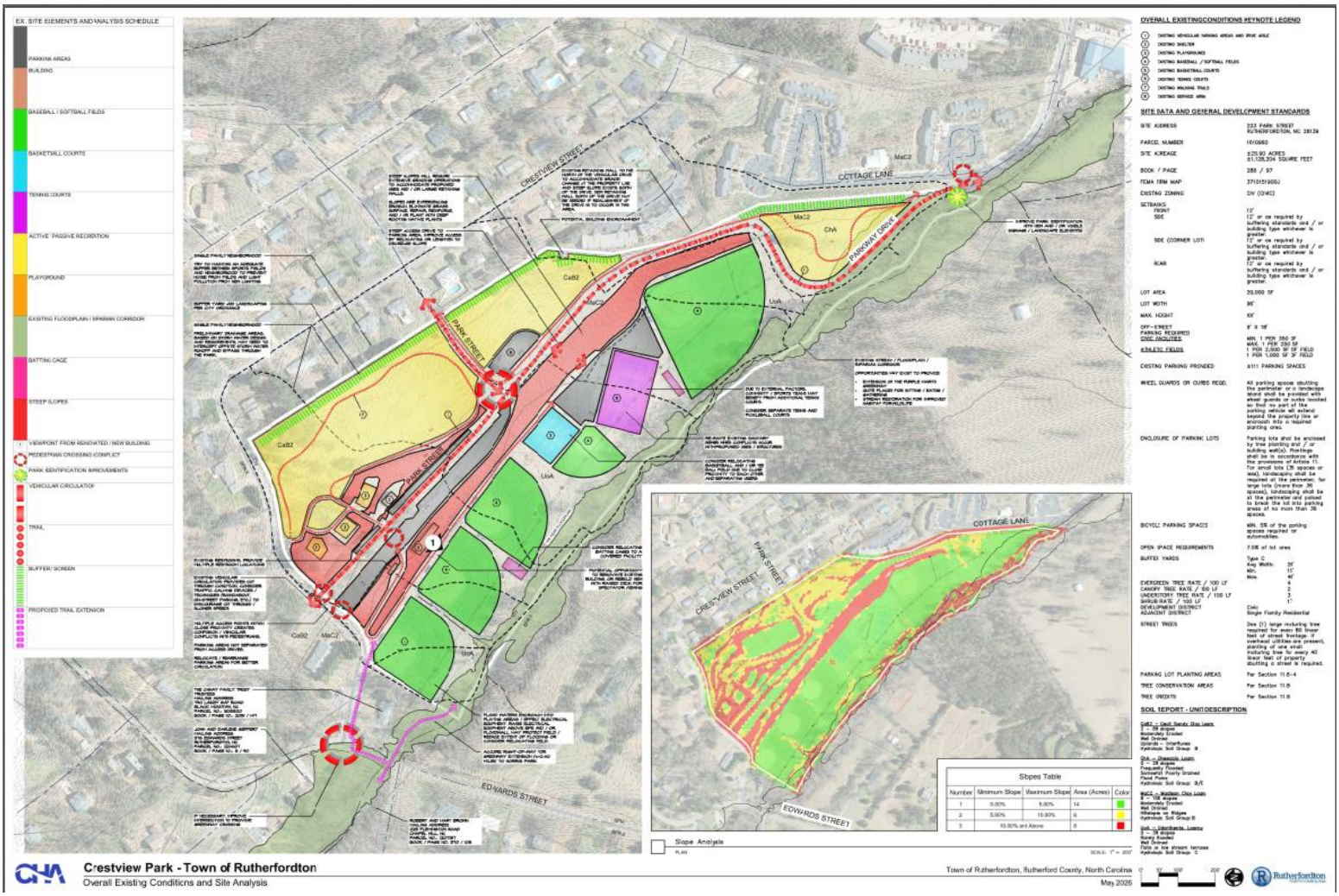
1. Prioritize near-term capital improvements to restrooms, parking, and pedestrian circulation to address safety and accessibility concerns.
2. Implement a phased rehabilitation plan for baseball and softball facilities to support youth sports and tournament potential.
3. Enhance accessibility and inclusivity through ADA-compliant routes and universally designed playground equipment.
4. Maintain Crestview Park's role as a balanced, multi-use park serving organized sports, families, and passive recreation.
5. Continue proactive public engagement as designs and funding strategies are developed to ensure transparency and trust.

Conclusion

Survey results demonstrate that Crestview Park is a valued and well-used community asset. Strategic investment in core infrastructure, combined with a long-term, balanced vision, will significantly improve user experience while honoring the park's legacy and community importance.

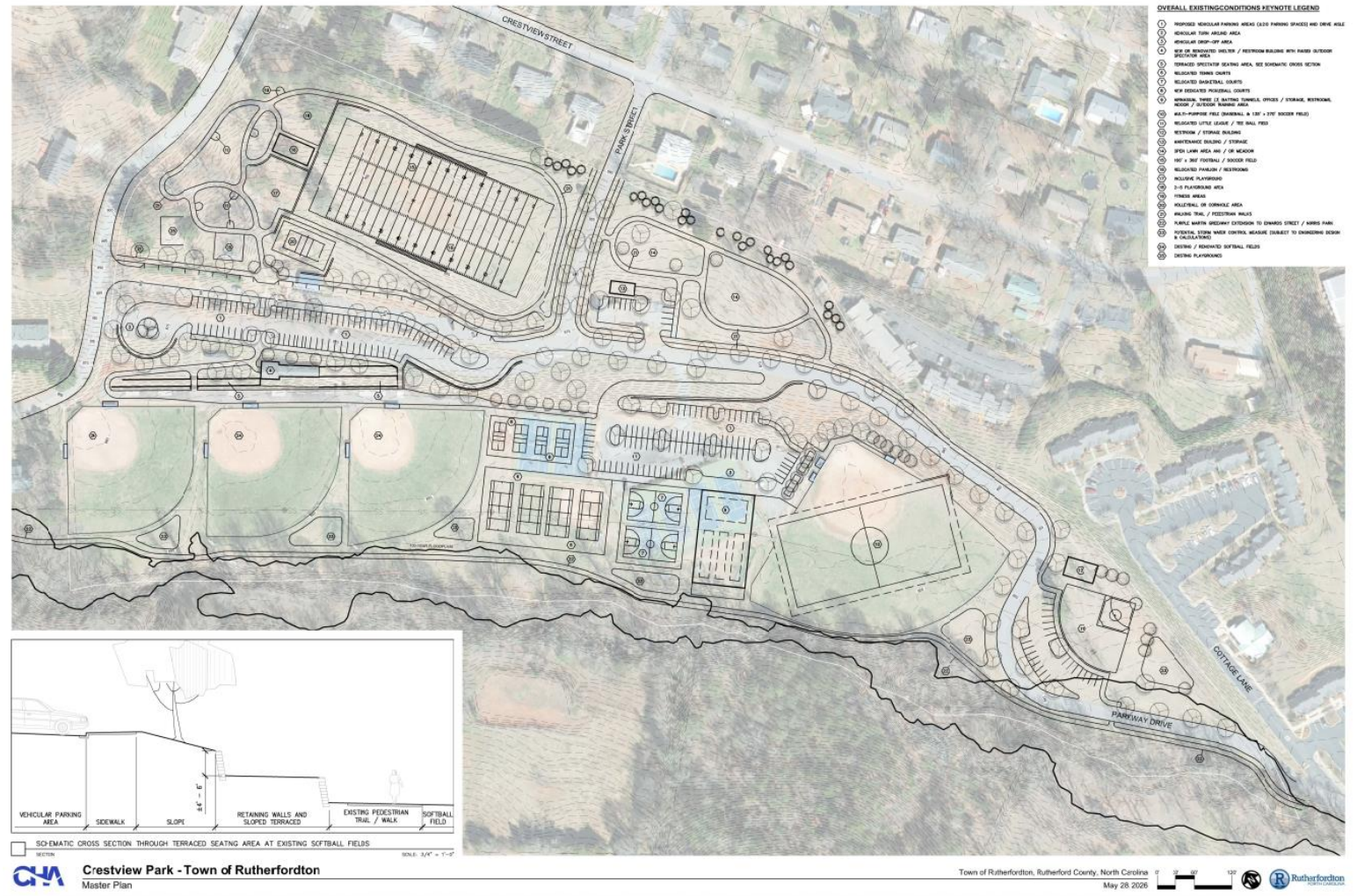
The full survey results can be viewed in Appendix A

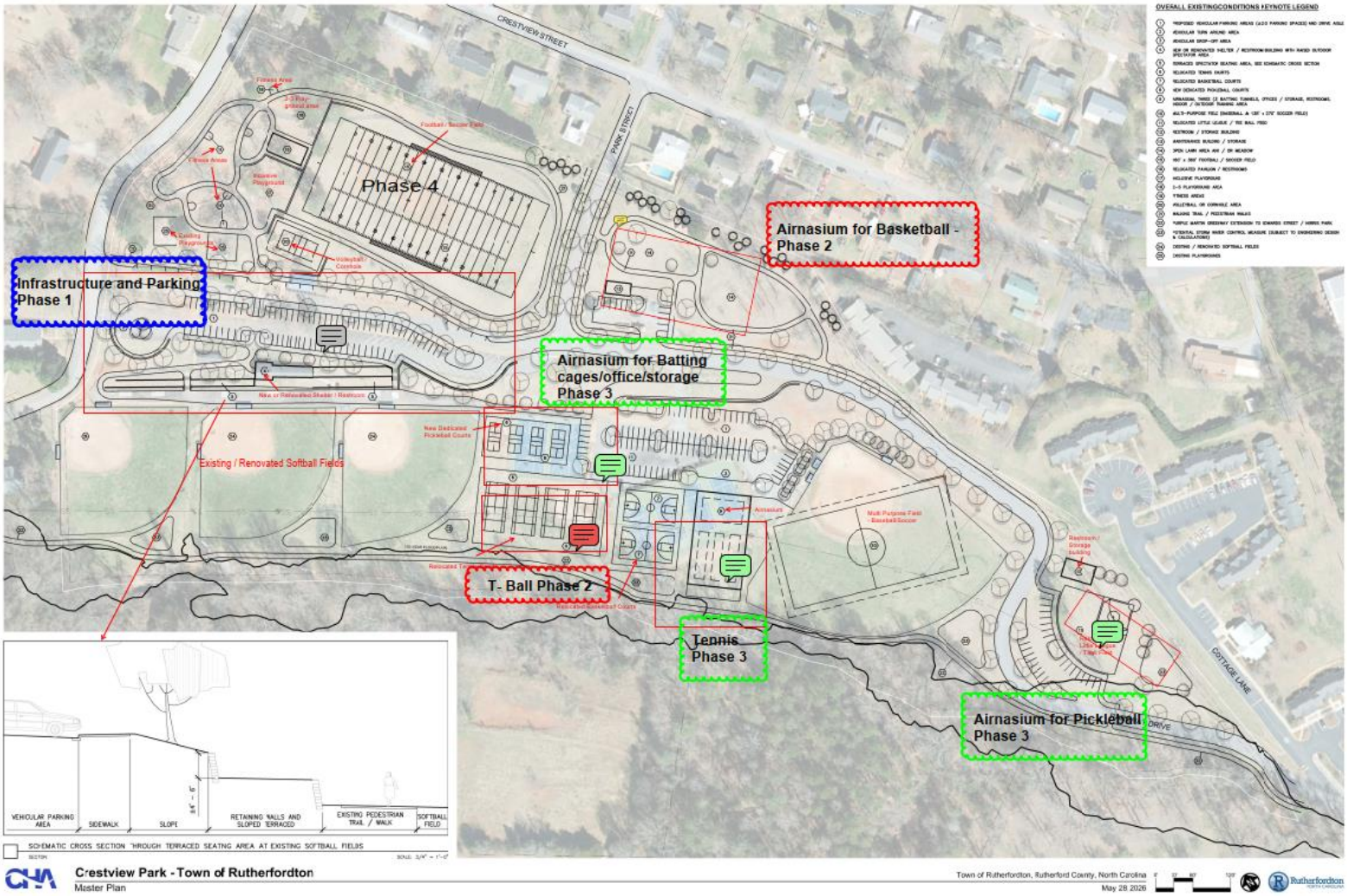
The CHA team conducted a site analysis, in accordance with PARTF requirements, which evaluated the site's natural, historic, and man-made features. Based on CHA's initial site observations and research, the following existing site conditions analysis was completed.



Phase 2. Preliminary Design and Public Input

Based on the information collected in Phase 1 (key findings, community needs, recommendations) the CHA team developed two conceptual master plans that were shared with the Town Manager and Parks and Recreation Director for review and feedback via a virtual meeting. CHA revised the concept plans and developed a preliminary proposed concept plans shown below.





A PowerPoint Presentation was developed and shared with Town staff, the PARC, and the community during a design direction meeting and public meeting June 2, 2026, followed by a Town Council workshop June 3, 2026. The following is a summary of feedback for these meetings:

Core Challenges

Stakeholder engagement consistently highlighted several critical issues that must be addressed to improve the park's functionality and user experience:

- Safety and traffic flow concerns, especially related to internal road crossings and pedestrian movement.
- Insufficient infrastructure, including a lack of restrooms and inadequate maintenance systems.
- Inefficient field utilization and layout, leading to underused spaces.
- Accessibility gaps for players, spectators, and individuals with disabilities.

- Conflicts between recreational uses, particularly among pickleball, tennis, basketball, and tee-ball.
- Limited connectivity to surrounding parks, trails, and natural features.

Strategic Improvements

The draft plan proposes a series of targeted upgrades aimed at maximizing the use of limited space while improving safety, accessibility, and user experience:

- Parking expansion (from 111 to ~210 spaces) to address demand and reduce informal parking
- Restroom expansion (from 1 to 4 facilities), eliminating the need for unsafe crossings
- Field and facility improvements, including multi-use rectangular fields and better alignment of baseball and tee-ball areas
- Introduction of new amenities such as an airnasium, covered batting cages, shaded seating, and flexible recreation spaces
- Reconfiguration of courts and activity zones to separate conflicting uses and improve flow
- Enhanced connectivity and environmental integration, including trail connections and potential creek access
- Expanded accessible design features for both play areas and spectators

Key Considerations

While the proposed improvements are broadly supported, several important considerations will guide decision-making:

- Project cost and long-term financial sustainability
- Minimizing disruptions to leagues, programs, and seasonal play during construction
- Infrastructure reliability, particularly the need to address aging and failing water lines
- Opportunities to reuse existing materials and maintain current lighting where feasible
- Ensuring operational efficiency for maintenance and public works activities

Phasing Strategy & Next Steps

Feedback strongly supports a phased implementation approach, prioritizing high-impact improvements:

- Phase 1 focus: parking, safety enhancements, restrooms, seating, and core infrastructure upgrades
- Development of concept plans with cost estimates

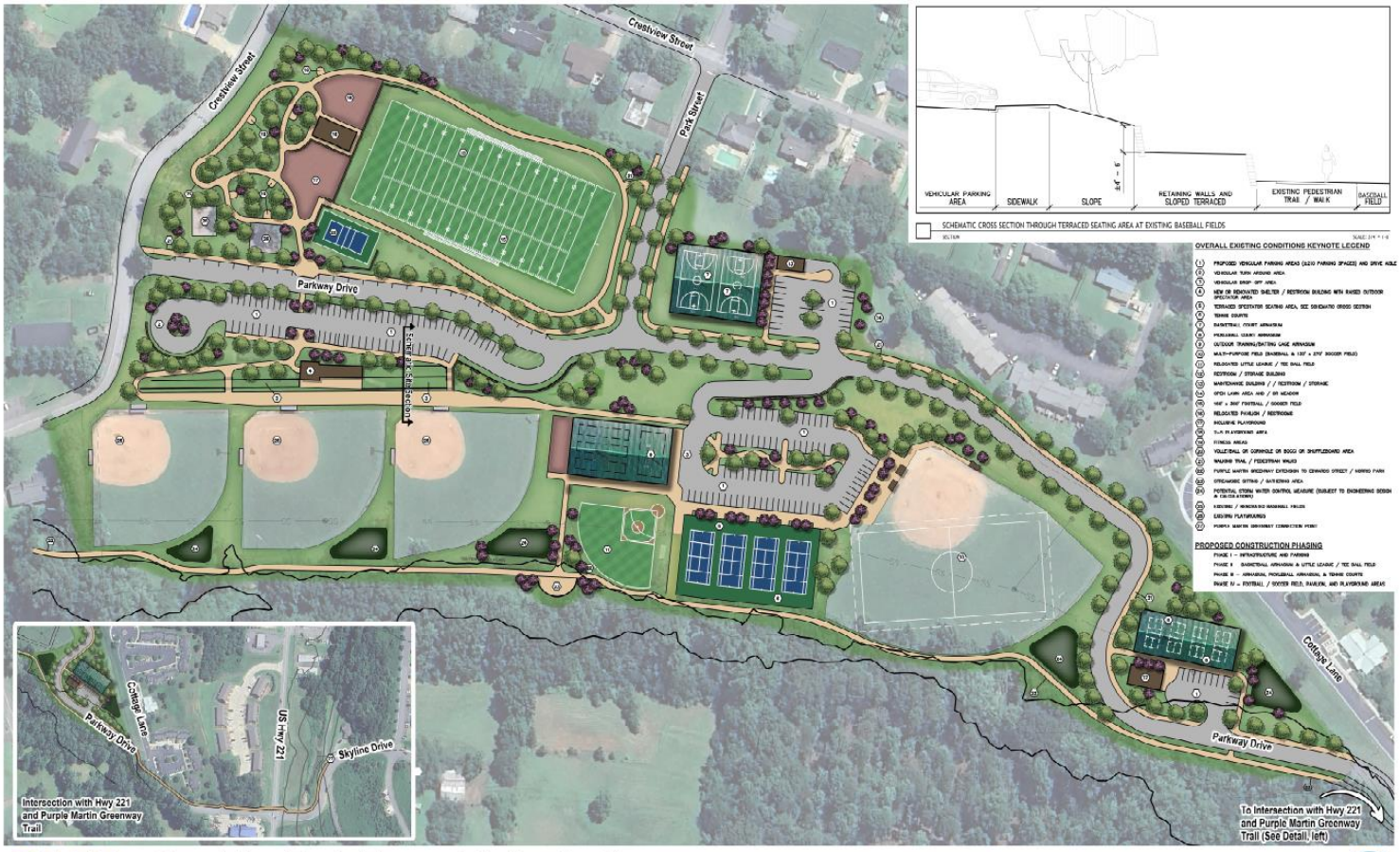
Overall Conclusion

The Crestview Master Plan is centered on enhancing safety, improving accessibility, and maximizing park usability within limited space. Early-phase investments in infrastructure and safety are expected to deliver immediate community benefits, while longer-term enhancements will create a more flexible, multi-use recreational environment. The plan positions Crestview Park to better serve current users and accommodate future community needs through thoughtful, sustainable design.

Feedback from the Town Council and community was collected and incorporated into the final concept plan.

Phase 3. Final Master Plan Development and Presentation

Based on the information collected in Phase 1 and Phase 2, the CHA team developed a recommended conceptual master plan that will be presented to the community, and the Town Council July 1, 2026. CHA developed the final master plan shown below.



CHA recommends a four-phase construction plan and projected capital costs exclusive of grading and utilities are included.

Proposed Construction Phasing Costs

Phase 1. Infrastructure and Parking $6,190,000

Item	Description	Notes	Quantity	Unit	Cost	Total
Phase 1 - Infrastructure and Asphalt Parking						
1.00	**Site Work**					**$6,190,000**
1.01		Mobilization	1	LS	$150,000.00	$150,000
1.02		Demolition	1	LS	$125,000.00	$125,000
1.03		Earthwork and Grading	1	LS	$700,000.00	$700,000
1.04		Utilities and Site Engineering	1	LS	$700,000.00	$700,000
1.05		Concrete Sidewalk	47,700	SF	$15.00	$715,500
1.06		Asphalt Drive with Curbs	69,700	SF	$15.00	$1,045,500
1.07		Terraced Seating Area	1	LS	$390,000.00	$390,000
1.08		Asphalt Parking Lot with Curb/Gutter, Striping, and Accessible Signage	69,000	SF	$16.00	$1,104,000
1.09		New Concession / Restroom Building	2,000	SF	$550.00	$1,100,000
1.10		Landscaping	1	LS	$150,000.00	$150,000
1.11		Seed Disturbed Areas	1	LS	$10,000.00	$10,000
					Phase 1 Subtotal:	**$6,190,000**

Phase 2. Basketball Airnasium & Little League Fields/Tee Ball Field $6,072,669

Phase 2 - Basketball Airnasium and Little League/Tee Ball Field						
2.00	**Site Work**					**$1,650,000**
2.01		Mobilization	1	LS	$150,000.00	$150,000
2.02		Demolition	1	LS	$100,000.00	$100,000
2.03		Earthwork and Grading	1	LS	$700,000.00	$700,000
2.04		Utilities and Site Engineering	1	LS	$700,000.00	$700,000
3.00	**Basketball Airnasium**					**$1,597,151**
3.01		Airnasium	13,500	SF	$30.00	$405,000
3.02		Acrylic Surfaced Post Tension Concrete	13,500	SF	$25.00	$337,500
3.03		Team Benches	2	EA	$2,500.00	$5,000
3.04		Building (including restroom and storage)	800	SF	$500.00	$400,000
3.05		Rain Water Leader Discharge and Cleanouts	375	LF	$25.00	$9,375
3.06		10' Perimeter Fencing and Gates	468	LF	$120.00	$56,160
3.07		Basketball Goals	4	EA	$8,000.00	$32,000
3.08		LED Sports Lighting System	1	LS	$100,000.00	$100,000
3.09		Concrete Sidewalk	2,700	SF	$15.00	$40,500
3.10		Asphalt Parking Lot with Curb/Gutter, Striping, and Accessible Signage	11,476	SF	$16.00	$183,616
3.11		Landscaping	1	LS	$25,000.00	$25,000
3.12		Seed Disturbed Areas	1	LS	$3,000.00	$3,000
4.00	**New T-Ball Field**					**$578,218**
4.01		Laser Grade Subgrade	22,500	SF	$0.50	$11,250
4.02		Infield Material	1,000	SF	$4.50	$4,500
4.03		Equipment - Bases	1	LS	$1,500.00	$1,500
4.04		Foul Pole and Footing	2	EA	$12,000.00	$24,000
4.05		Irrigation System	22,500	SF	$0.75	$16,875
4.06		Rootzone - 6" amended soil	185	CY	$18.00	$3,333
4.07		Sod Outfield and Foul Territory	10,000	SF	$2.00	$20,000
4.08		6' Ht. Chain Link Fence and Gates	400	LF	$90.00	$36,000
4.09		Dugouts (Chain Link with Metal Roof)	2	EA	$25,000.00	$50,000
4.10		Dugout Benches 30'	2	EA	$2,500.00	$5,000
4.11		Dugout Storage Cubbies	2	EA	$2,000.00	$4,000
4.12		40' High Chain Link Backstop	82	LF	$330.00	$27,060
4.13		3-Row Aluminum Bleacher, Approx. 42 Seats	2	EA	$9,600.00	$19,200
4.14		LED sports lighting, six pole system	1	LS	$250,000.00	$250,000
4.15		Sports Lighting Conduit	1	LS	$40,000.00	$40,000
4.16		Landscaping	1	LS	$10,000.00	$10,000
4.17		Seed Disturbed Areas	1	LS	$3,000.00	$3,000
4.18		Concrete Sidewalk	3,500	SF	$15.00	$52,500
5.00	**Renovated Baseball Fields**				**Price Per Field:**	**$577,650**
					Price Per Three Fields:	**$1,732,950**
5.01		Infield Material	9,700	SF	$4.50	$43,650
5.02		6' Ht. Chain Link Fence and Gates	600	LF	$90.00	$54,000
5.03		Equipment - Bases	1	LS	$1,500.00	$1,500
5.04		Foul Pole and Footing	2	EA	$12,000.00	$24,000
5.05		Seeded Natural Grass Field - On-Site Native Topsoil	27,400	SF	$1.25	$34,250
5.06		Irrigation System	27,400	SF	$0.75	$20,550
5.07		Dugouts (Chain Link with Metal Roof)	2	EA	$25,000.00	$50,000
5.08		Dugout Benches 30'	2	EA	$2,500.00	$5,000
5.09		Dugout Storage Cubbies	2	EA	$2,000.00	$4,000
5.10		Chain Link Backstop; 30' Tall	100	LF	$350.00	$35,000
5.11		3-Row Aluminum Bleacher, Approx. 42 Seats	2	EA	$9,600.00	$19,200
5.12		Landscaping	1	LS	$7,500.00	$7,500
5.13		Concrete Sidewalk	11,000	SF	$15.00	$165,000
5.14		Seed Disturbed Areas	1	LS	$6,000.00	$6,000
5.15		BMP Area	9,000	SF	$12.00	$108,000
6.00	**Renovated Baseball/Soccer Overlay Field**					**$514,350**
6.01		Infield Material	15,500	SF	$4.50	$69,750
6.02		6' Ht. Chain Link Fence and Gates	950	LF	$90.00	$85,500
6.03		Equipment - Bases	1	LS	$1,500.00	$1,500
6.04		Foul Pole and Footing	2	EA	$12,000.00	$24,000
6.05		Soccer Goals	2	EA	$6,000.00	$12,000
6.06		Seeded Natural Grass Field - On-Site Native Topsoil	66,000	SF	$1.25	$82,500
6.07		Irrigation System	66,000	SF	$0.75	$49,500
6.08		Dugouts (Chain Link with Metal Roof)	2	EA	$25,000.00	$50,000
6.09		Dugout Benches 30'	2	EA	$2,500.00	$5,000
6.10		Dugout Storage Cubbies	2	EA	$2,000.00	$4,000
6.11		Chain Link Backstop; 30' Tall	100	LF	$350.00	$35,000
6.12		3-Row Aluminum Bleacher, Approx. 42 Seats	2	EA	$9,600.00	$19,200
6.13		Landscaping	1	LS	$20,000.00	$20,000
6.14		Seed Disturbed Areas	1	LS	$6,000.00	$6,000
6.15		BMP Area	4,200	SF	$12.00	$50,400
					Phase 2 Subtotal:	**$6,072,669**

Phase 3. Airnasium, Pickleball Airnasium & Tennis Courts $6,856,366

Phase 3 - Airnasium, Pickleball Airnasium, and Tennis Courts						
7.00	**Site Work**					**$1,790,000**
7.01		Mobilization	1	LS	$150,000.00	$150,000
7.02		Demolition	1	LS	$100,000.00	$100,000
7.03		Earthwork and Grading	1	LS	$770,000.00	$770,000
7.04		Utilities and Site Engineering	1	LS	$770,000.00	$770,000
8.00	**Batting Cage/Office Airnasium**					**$2,419,791**
8.01		Airnasium	13,000	SF	$30.00	$390,000
8.02		Acrylic Surfaced Post Tension Concrete	13,000	SF	$25.00	$325,000
8.03		Building (including restroom and storage)	2,300	SF	$450.00	$1,035,000
8.04		Rain Water Leader Discharge and Cleanouts	375	LF	$25.00	$9,375
8.05		LED Sports Lighting System	1	LS	$100,000	$100,000
8.06		Concrete Sidewalk	4,400	SF	$15.00	$66,000
8.07		Batting Cages	3	EA	$25,000.00	$75,000
8.08		Outdoor Exercise Area	1	LS	$100,000.00	$100,000
8.09		Poured in Place Surfacing in Exercise Area	2,550	SF	$40.00	$102,000
8.10		Concrete Curb for Poured in Place Surfacing	145	LF	$40.00	$5,800
8.11		Asphalt Parking Lot with Curb/Gutter, Striping, and Accessible Signage	11,476	SF	$16.00	$183,616
8.12		Landscaping	1	LS	$25,000.00	$25,000
8.13		Seed Disturbed Areas	1	LS	$3,000.00	$3,000
9.00	**Pickleball Airnasium**					**$1,648,575**
9.01		Airnasium	9,600	SF	$30.00	$288,000
9.02		Acrylic Surfaced Post Tension Concrete	9,600	SF	$25.00	$240,000
9.03		Team Benches	4	EA	$2,500.00	$10,000
9.04		Building (including restroom and storage)	1,500	SF	$500.00	$750,000
9.05		Rain Water Leader Discharge and Cleanouts	375	LF	$25.00	$9,375
9.06		10' Perimeter Fencing and Gates	450	LF	$120.00	$54,000
9.07		Nets and Posts	4	EA	$2,000.00	$8,000
9.08		LED Sports Lighting System	1	LS	$125,000.00	$125,000
9.09		Concrete Sidewalk	3,000	SF	$15.00	$45,000
9.10		Asphalt Parking Lot with Curb/Gutter, Striping, and Accessible Signage	5,700	SF	$16.00	$91,200
9.11		Landscaping	1	LS	$25,000.00	$25,000
9.12		Seed Disturbed Areas	1	LS	$3,000.00	$3,000
10.00	**Tennis Courts**					**$998,000**
10.01		Acrylic Surfaced Post Tension Concrete Court	25,000	SF	$25.00	$625,000
10.02		10' Perimeter Fencing and Gates	650	LF	$125.00	$81,250
10.03		Perimeter Fence Curb	650	LF	$40.00	$26,000
10.04		Nets and Posts	4	EA	$4,000.00	$16,000
10.05		Wind Screen	650	LF	$15.00	$9,750
10.06		Concrete Sidewalk	5,000	SF	$15.00	$75,000
10.07		Landscaping	1	LS	$12,000.00	$12,000
10.08		Seed Disturbed Areas	1	LS	$3,000.00	$3,000
10.09		LED Court Lighting, 2 Pole System	1	LS	$150,000.00	$150,000
					Phase 3 Subtotal:	**$6,856,366**

Phase 4. Football/Soccer Field, Pavilion and Playground Areas $3,309,100

Phase 4 - Football/Soccer Field, Pavilion, and Playground Areas						
11.00	**Site Work**					**$875,000**
11.01		Mobilization	1	LS	$100,000.00	$100,000
11.02		Demolition	1	LS	$75,000.00	$75,000
11.03		Earthwork and Grading	1	LS	$350,000.00	$350,000
11.04		Utilities and Site Engineering	1	LS	$350,000.00	$350,000
12.00	**Football/Soccer Field**					**$864,100**
12.01		Laser Grade Subgrade	57,600	SF	$0.50	$28,800
12.02		Irrigation System	57,600	SF	$0.75	$43,200
12.03		8" HDPE Collector Pipe	1,500	LF	$50.00	$75,000
12.04		Seeded Natural Grass Field - 160' x 360'	57,600	SF	$1.50	$86,400
12.05		Amended Topsoil	1,067	CY	$18.00	$19,200
12.06		Endline Netting, 20' Ht. Stormguard	360	LF	$150.00	$54,000
12.07		LED sports lighting, four pole system	1	LS	$350,000.00	$350,000
12.08		Sports Lighting Conduit	1	LS	$35,000.00	$35,000
12.09		Soccer Goals	2	EA	$6,000.00	$12,000
12.10		Football Goal Posts	2	EA	$12,000.00	$24,000
12.11		3-Row Aluminum Bleacher, Approx. 42 Seats	250	SEAT	$450.00	$112,500
12.12		Landscaping	1	LS	$12,000.00	$12,000
12.13		Seed Disturbed Areas	1	LS	$12,000.00	$12,000
13.00	**Playground/Fitness Area**					**$1,570,000**
13.01		Pavillion/Restroom Building	1,800	SF	$450.00	$810,000
13.02		Inclusive Playground	1	LS	$250,000.00	$250,000
13.03		2-5 Playground Area	1	LS	$75,000.00	$75,000
13.04		Fitness Course	1	LS	$50,000.00	$50,000
13.05		Concrete Sidewalk	18,000	SF	$15.00	$270,000
13.06		Volleyball Court	1	LS	$100,000.00	$100,000
13.07		Seed Disturbed Areas	1	LS	$12,000.00	$12,000
13.08		Landscaping	1	LS	$3,000.00	$3,000
					Phase 4 Subtotal:	**$3,309,100**

All 4 Phases $33,911,341

Total Cost Summary - Total 4 Phases						
14.00		Construction Subtotal				**$22,428,135**
14.01		General Conditions - Bonds, Insurance, OH&P, Fees (10%)				$2,242,814
14.02		15% Design Contingency*				$3,364,220
14.03		10% Construction Contingency*				$2,242,814
14.04		Construction Total Cost				$30,277,983
15.00	**Soft Costs**					
15.01		Professional Services Fees - Design & CA (10%)				$3,027,798
15.02		Special inspections (3rd-party constr. materials testing)** 2%				$605,560
16.00	**Project Total Cost**					**$33,911,341**

* Contingency percentages are based on CHA's previous experience with similar projects.
** Special inspections fees are based on CHA's previous experience with similar projects.
***Grading, utilities, mobilization, erosion and sediment control, and certain site development costs have been estimated using percentage-based planning allowances due to the absence of detailed engineering and quantity data. Actual costs will be refined during future design phases and may vary from those shown herein.

Assumptions

Costs shown are conceptual planning-level estimates intended for master planning purposes only. Estimates are based on limited project information and have not been verified through detailed design, engineering, or quantity takeoffs. Actual construction costs may vary significantly due to site conditions, design development, permitting requirements, utility needs, market conditions,

and other factors. Additional project costs not specifically identified in this estimate may be required.

Add-Alternates						
Baseball Fields- Synthetic Turf Infields (price per each field)						**$145,500**
17.00		Synthetic Turf Infield	9,700	SF	$15.00	$145,500
Football/Soccer Field - Synthetic Turf						**$864,000**
18.00		Synthetic Turf Football/Soccer Field	57,600	SF	$15.00	$864,000

Implementation

1. Explore Potential Funding Sources

- Public/Private Partnership Model (Recommended)
- Government and State Grant Funding
  - Examples: PARTF Grants, Capital Facilities Grants
- Private Investment
  - Funding percentage: To be determined
- Public Investment
  - Funding percentage: To be determined

2. Advance the Conceptual Plan and Evaluate Phasing Options

Administrative Preparation

- Distribute the final report
- Obtain Town Council decisions on final plan elements
- Establish a target project schedule
- Include design and construction provisions in the Capital Improvement Plan (CIP)

Design Phase

- Award design contract
- Refine the conceptual plan
- Develop:
  - Schematic design
  - Design development documents
  - Final construction documents
- Complete the Site Plan Review process
- Coordinate required regulatory approvals (e.g., floodplain, wetlands)
- Obtain land disturbance permits and other necessary approvals

- Support building permit approvals
- Facilitate community engagement to confirm final plans
- Develop detailed specifications and pricing
- Prepare an estimate of probable construction costs
- Refine the construction phasing plan

Bidding Phase

- Prepare final construction drawings for bidding
- Prepare final technical specifications
- Initiate the bidding process and select a contractor

3. Construction Phase

- Award construction contract
- Contractor obtains required permits
- Perform construction phase services
- Review submittals and respond to Requests for Information (RFIs)
- Review Proposal Change Orders (PCOs) and approve/reject change orders

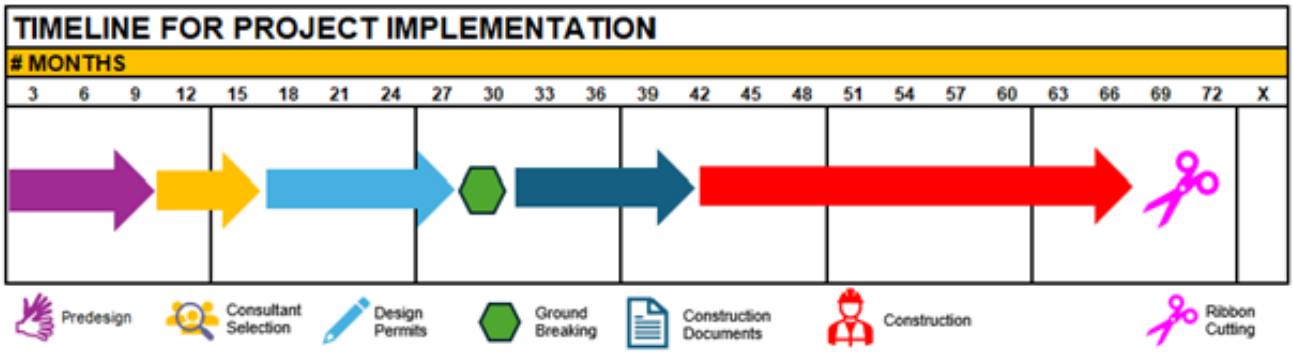
4. Project Closeout

- Conduct site visits and develop a punch list
- Complete final inspection
- Execute project closeout procedures

5. Project Completion

- Grand opening

Implementation timeline/phasing plan for construction.



APPENDIX A

Crestview Park Master Plan Community Survey

Crestview Park Community Survey – Summary Report

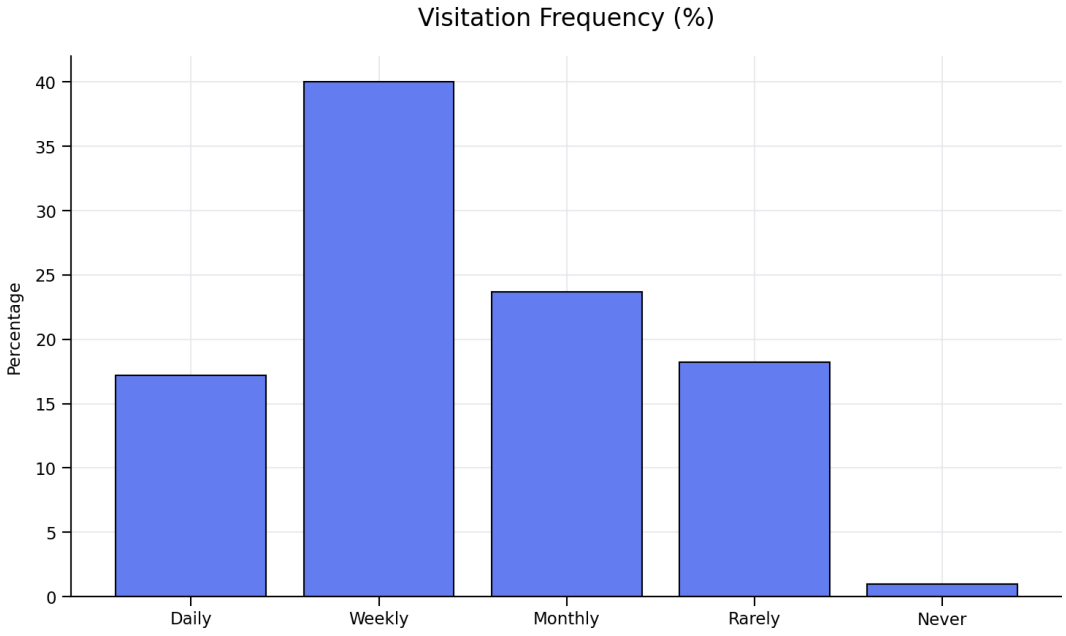
Executive Summary

This document summarizes findings of the Crestview Park Community Survey (526 respondents). The survey was conducted to understand current park usage, community priorities, facility conditions, safety perceptions, and preferences for future improvements. Results indicate strong community support for maintaining Crestview Park as a balanced, multi-use park, aging infrastructure, restroom conditions, parking congestion, accessibility gaps, and safety perceptions limit the park's ability to meet evolving community needs.

Survey Overview

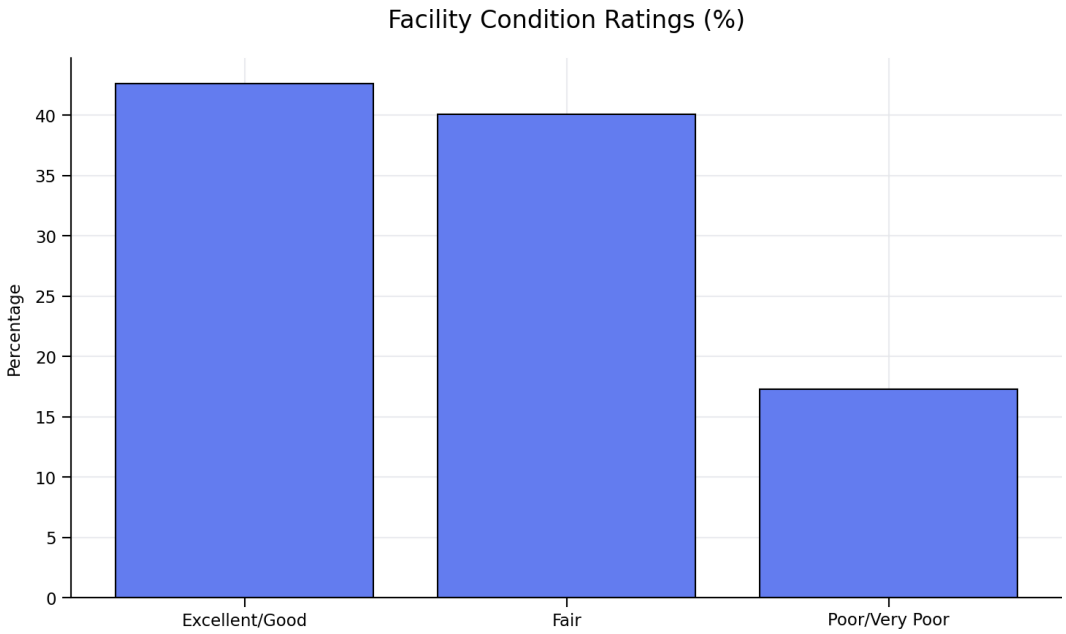
The Crestview Park Community Survey captured robust participation across a broad range of age groups and household types. Respondents were predominantly local residents, reflecting strong community investment in the park's future. Questions focused on park usage, facility condition, safety, accessibility, programming priorities, and long-term vision.

Park Usage and Visitation



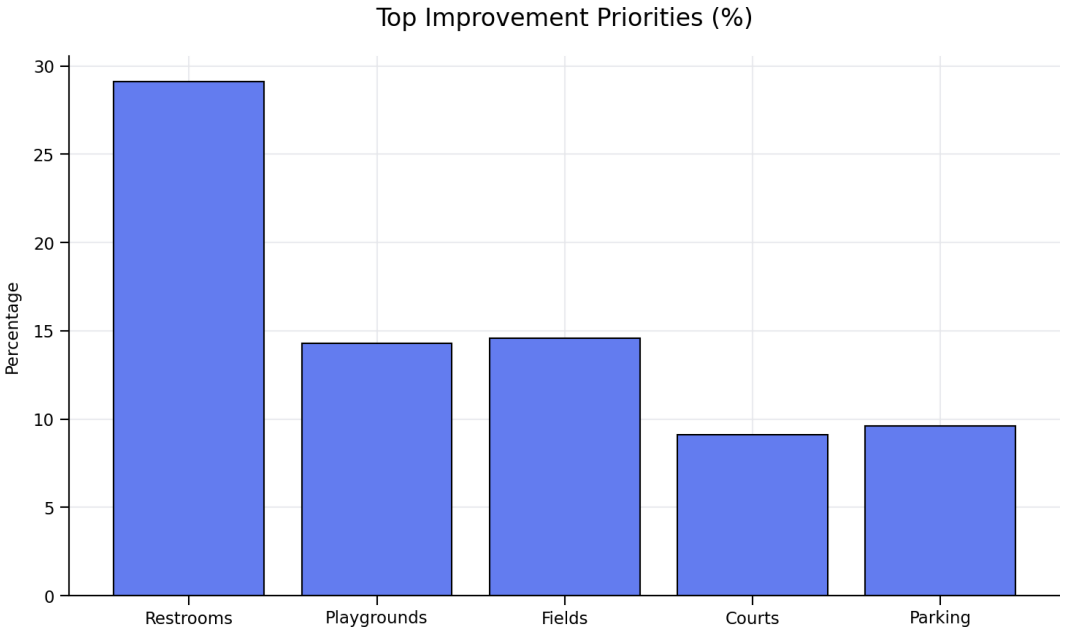
Nearly 57% of respondents visit Crestview Park weekly or more, confirming its role as a frequently used community resource.

Facility Conditions



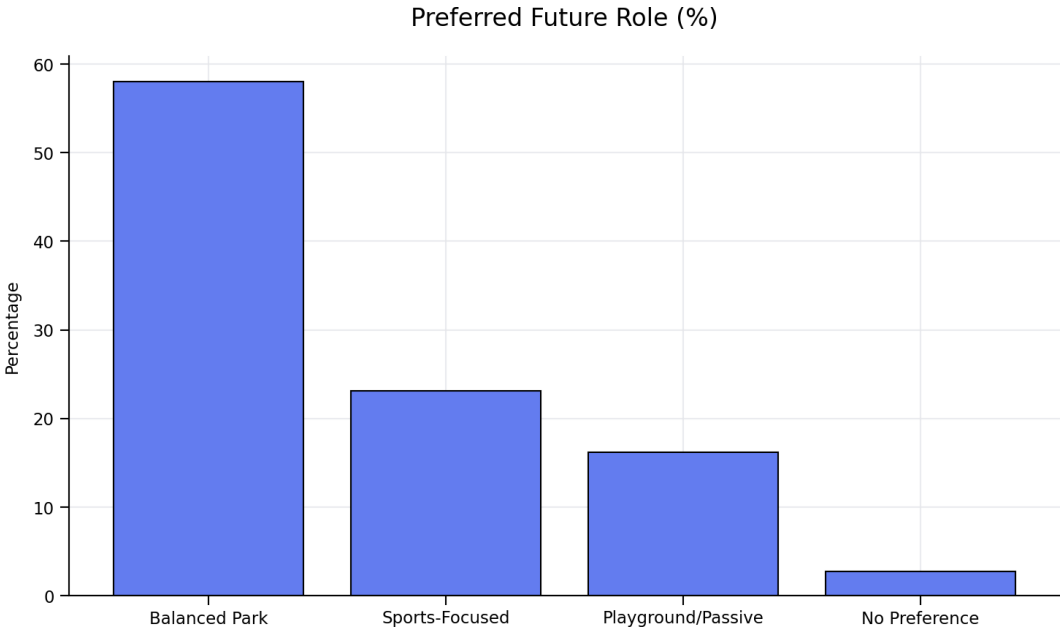
Over half of respondents rated facilities as Fair or worse, indicating a clear need for reinvestment.

Improvement Priorities



When including the open-ended comments, restrooms and parking emerged as the most urgent improvement needs, followed by recreational assets.

Future Role of Crestview Park



The community strongly favors a balanced, multi-use park model.

Key Findings

- Crestview Park is heavily used, with nearly 57% of respondents visiting weekly or more frequently.
- Walking/running, playground use, and youth baseball/softball are the most common activities.
- More than half of respondents rated overall facility conditions as Fair, Poor, or Very Poor.
- Restrooms and parking were identified as the single most important improvement need.
- A strong majority (58%) support Crestview Park remaining a balanced park serving both sports and general recreation.
- Safety concerns are present, with most users reporting they feel safe only when others are present.
- Parking congestion creates safety concerns during peak sports usage.
- Baseball and softball facilities remain a cornerstone of community use.
- Accessibility for people with physical and developmental limitations was rated significantly lower than for children.

Community Needs Identified

- Upgraded and additional restrooms, including improved cleanliness and accessibility.
- Reconfigured and expanded parking to address congestion and pedestrian safety.
- Investment in baseball and softball fields, including surfaces, dugouts, lighting, and seating.
- Improved accessibility through ramps, safer steps, and inclusive playground design.
- Additional shade, seating, water fountains, and bottle-filling stations.
- Better separation of conflicting uses (e.g., basketball courts near T-ball fields).

Recommendations

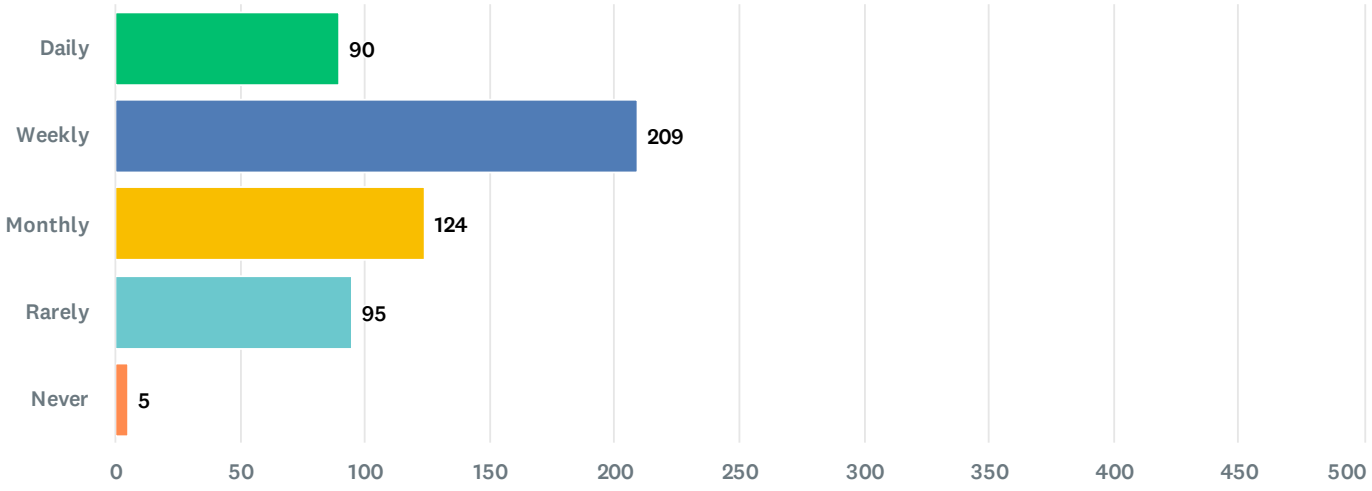
1. Prioritize near-term capital improvements to restrooms, parking, and pedestrian circulation to address safety and accessibility concerns.
2. Implement a phased rehabilitation plan for baseball and softball facilities to support youth sports and tournament potential.
3. Enhance accessibility and inclusivity through ADA-compliant routes and universally designed playground equipment.
4. Maintain Crestview Park's role as a balanced, multi-use park serving organized sports, families, and passive recreation.
5. Continue proactive public engagement as designs and funding strategies are developed to ensure transparency and trust.

Conclusion

Survey results demonstrate that Crestview Park is a valued and well-used community asset. Strategic investment in core infrastructure, combined with a long-term, balanced vision, will significantly improve user experience while honoring the park's legacy and community importance.

Q1 523 responses

How often do you visit Crestview Park?

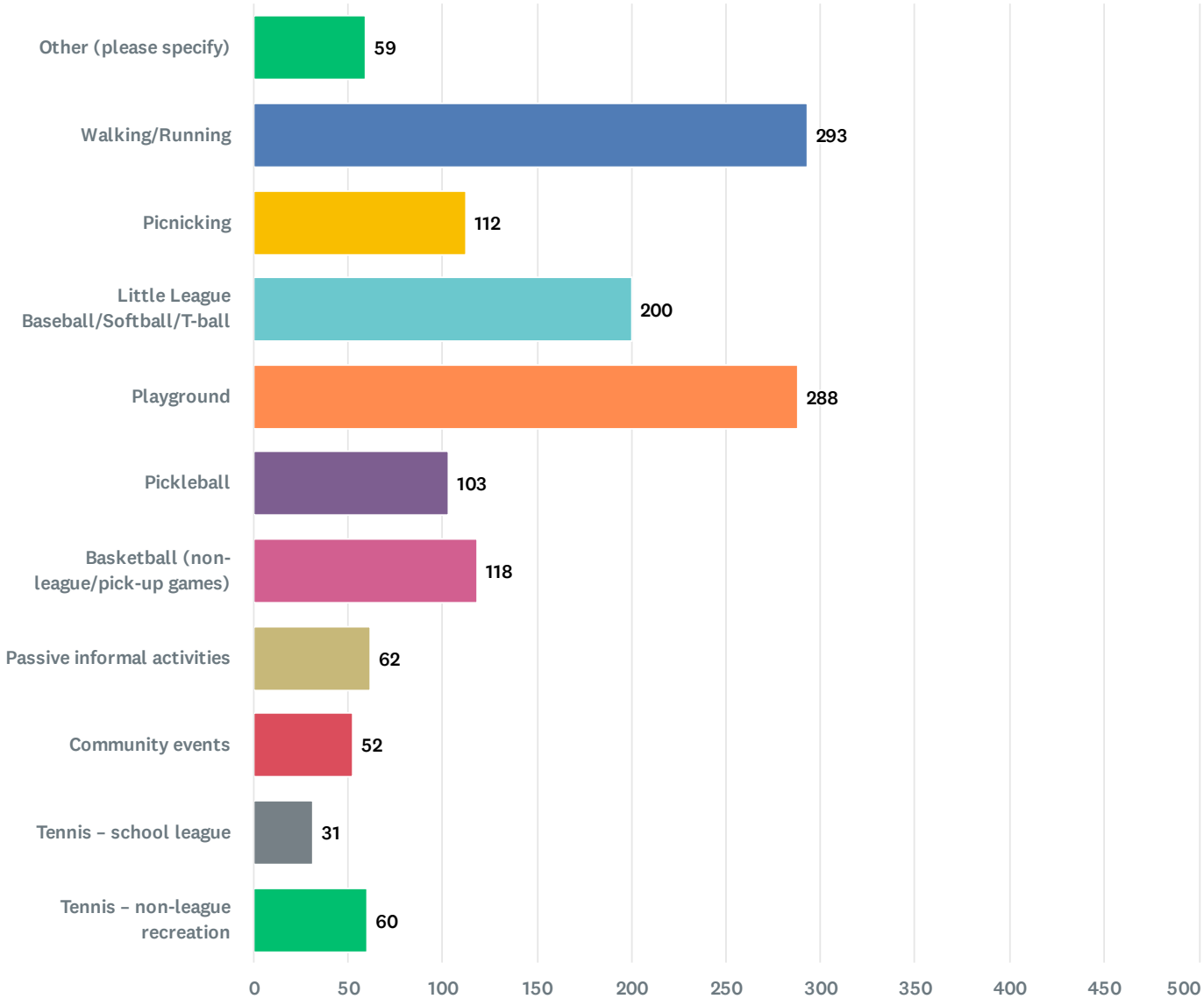


Answer Choices	Percentage	Responses
Daily	17.21%	90
Weekly	39.96%	209
Monthly	23.71%	124
Rarely	18.16%	95
Never	0.96%	5
Total		**523**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	5.00	2.00	2.46	1.01

Q2 520 responses

What activities do you currently participate in at Crestview Park? (Select all that apply)



Answer Choices	Percentage	Responses
Other (please specify)	11.35%	59
Walking/Running	56.35%	293
Picnicking	21.54%	112
Total		**1378**

Answer Choices	Percentage	Responses
Little League Baseball/Softball/T-ball	38.46%	200
Playground	55.38%	288
Pickleball	19.81%	103
Basketball (non-league/pick-up games)	22.69%	118
Passive informal activities	11.92%	62
Community events	10.00%	52
Tennis – school league	5.96%	31
Tennis – non-league recreation	11.54%	60
Total		**1378**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	11.00	4.00	4.26	2.82

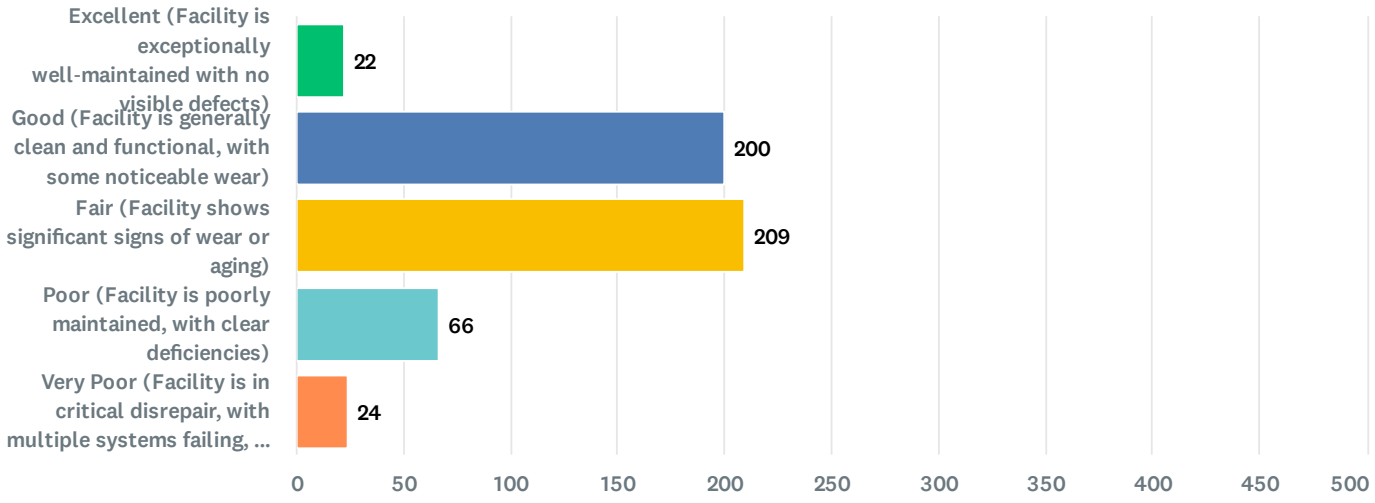
#	OTHER (PLEASE SPECIFY)	DATE
1	Spent YEARS playing rec ball, birthdays, playground, running, walking. Many memories	5/4/2026 10:18 PM
2	Community School Bus Drop Off/Pick Up	5/4/2026 9:22 PM
3	Special needs son is obsessed with the bench swings!	5/4/2026 9:13 PM
4	Kids shuttle stop	5/4/2026 4:54 PM
5	Jr hilltoppers	5/4/2026 4:42 PM
6	Cleaning	5/4/2026 4:39 PM
7	volleyball	5/2/2026 10:33 AM
8	Just hanging out	4/28/2026 11:10 AM
9	Football	4/23/2026 10:23 PM
10	.	4/21/2026 10:40 AM
11	Walking our dog	4/20/2026 12:13 PM
12	M granddaughter plays softball	4/17/2026 8:43 PM
13	Walking along the creek. Walking my dog.	4/17/2026 7:07 PM
14	None	4/16/2026 10:24 PM
15	Birthday partys	4/16/2026 10:20 PM

16	Birthday parties at the playground	4/16/2026 9:30 PM
17	Little League Football and Cheerleading	4/16/2026 8:39 PM
18	Use the baseball fields to practice	4/16/2026 5:22 PM
19	Homeschool Field Day	4/16/2026 2:19 PM
20	Football	4/16/2026 1:52 PM
21	Football and cheer practice	4/16/2026 12:41 PM
22	Picnic shelter	4/16/2026 11:54 AM
23	Birthday parties	4/16/2026 11:47 AM
24	Football	4/16/2026 10:19 AM
25	Photography	4/16/2026 10:10 AM
26	Football	4/16/2026 9:45 AM
27	Football for Jr. Hilltoppers	4/16/2026 9:06 AM
28	Football practice	4/16/2026 8:52 AM
29	Football	4/16/2026 8:47 AM
30	Walking our dog	4/16/2026 6:37 AM
31	Birthday events	4/15/2026 10:34 AM
32	Youth Football	4/15/2026 5:48 AM
33	Football	4/14/2026 10:31 PM
34	football	4/14/2026 9:58 PM
35	Garden Club maintenance	4/14/2026 5:23 PM
36	Football practice for the junior Hilltoppers	4/14/2026 2:38 PM
37	Rolling around on a skateboard	4/14/2026 1:01 PM
38	A group of us used to setup a grass volleyball net, but the only flat space has become too crowded.	4/14/2026 11:53 AM
39	Coaching	4/14/2026 11:38 AM
40	Football w Jr hilltoppers	4/14/2026 11:34 AM
41	Football practice	4/14/2026 11:24 AM
42	Football	4/14/2026 11:21 AM
43	Football	4/14/2026 11:16 AM
44	Football Practice	4/14/2026 11:04 AM
45	Dog walking	4/13/2026 11:50 AM
46	Bicycle through park from purple Martin	4/11/2026 12:04 PM
47	wiffle ball and stuff	4/10/2026 9:52 PM
48	Football	4/10/2026 8:44 PM
49	Football/cheer practice	4/10/2026 7:35 PM
50	Kids birthday party	4/10/2026 7:32 PM
51	Kickball	4/10/2026 6:56 PM
52	Birthday parties	4/10/2026 6:12 PM
53	Fitness	4/10/2026 6:06 PM

54	Bike riding	4/10/2026 5:34 PM
55	Cheer/football	4/10/2026 5:33 PM
56	Skateboarding	4/10/2026 5:12 PM
57	We walk our dog and toddler down by the creek almost daily.	4/10/2026 4:24 PM
58	Bicycle riding	4/10/2026 12:50 PM
59	School bus drop off & pick up	4/10/2026 10:11 AM

Q3 521 responses

How would you rate the current facilities at Crestview Park?

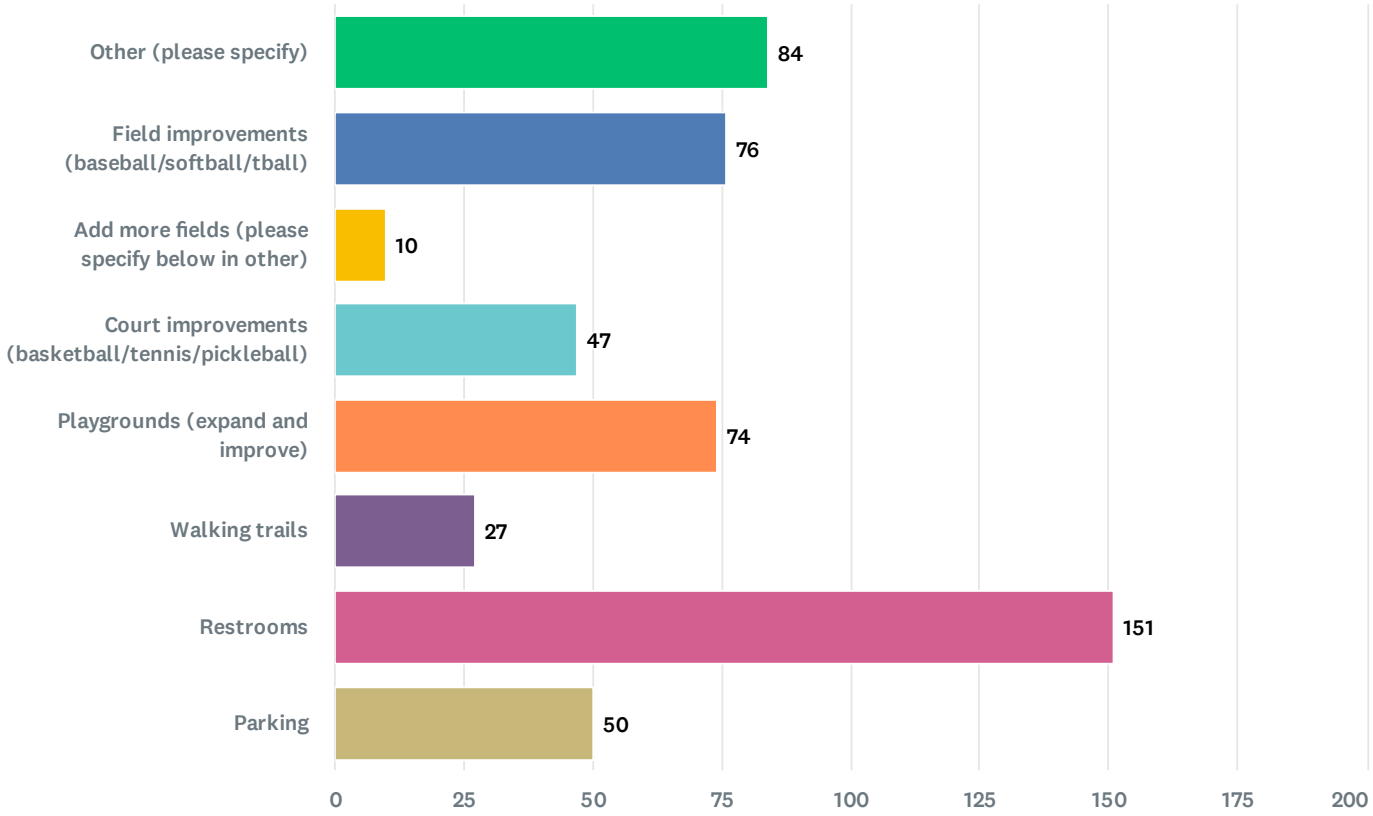


Answer Choices	Percentage	Responses
Excellent (Facility is exceptionally well-maintained with no visible defects)	4.22%	22
Good (Facility is generally clean and functional, with some noticeable wear)	38.39%	200
Fair (Facility shows significant signs of wear or aging)	40.12%	209
Poor (Facility is poorly maintained, with clear deficiencies)	12.67%	66
Very Poor (Facility is in critical disrepair, with multiple systems failing, unsafe, or nonfunctional)	4.61%	24
Total		**521**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	5.00	3.00	2.75	0.90

Q4 519 responses

What is the most important improvement needed at Crestview Park?



Answer Choices	Percentage	Responses
Other (please specify)	16.18%	84
Field improvements (baseball/softball/tball)	14.64%	76
Add more fields (please specify below in other)	1.93%	10
Court improvements (basketball/tennis/pickleball)	9.06%	47
Playgrounds (expand and improve)	14.26%	74
Walking trails	5.20%	27
Restrooms	29.09%	151
Parking	9.63%	50
Total		**519**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	8.00	6.00	5.00	2.27

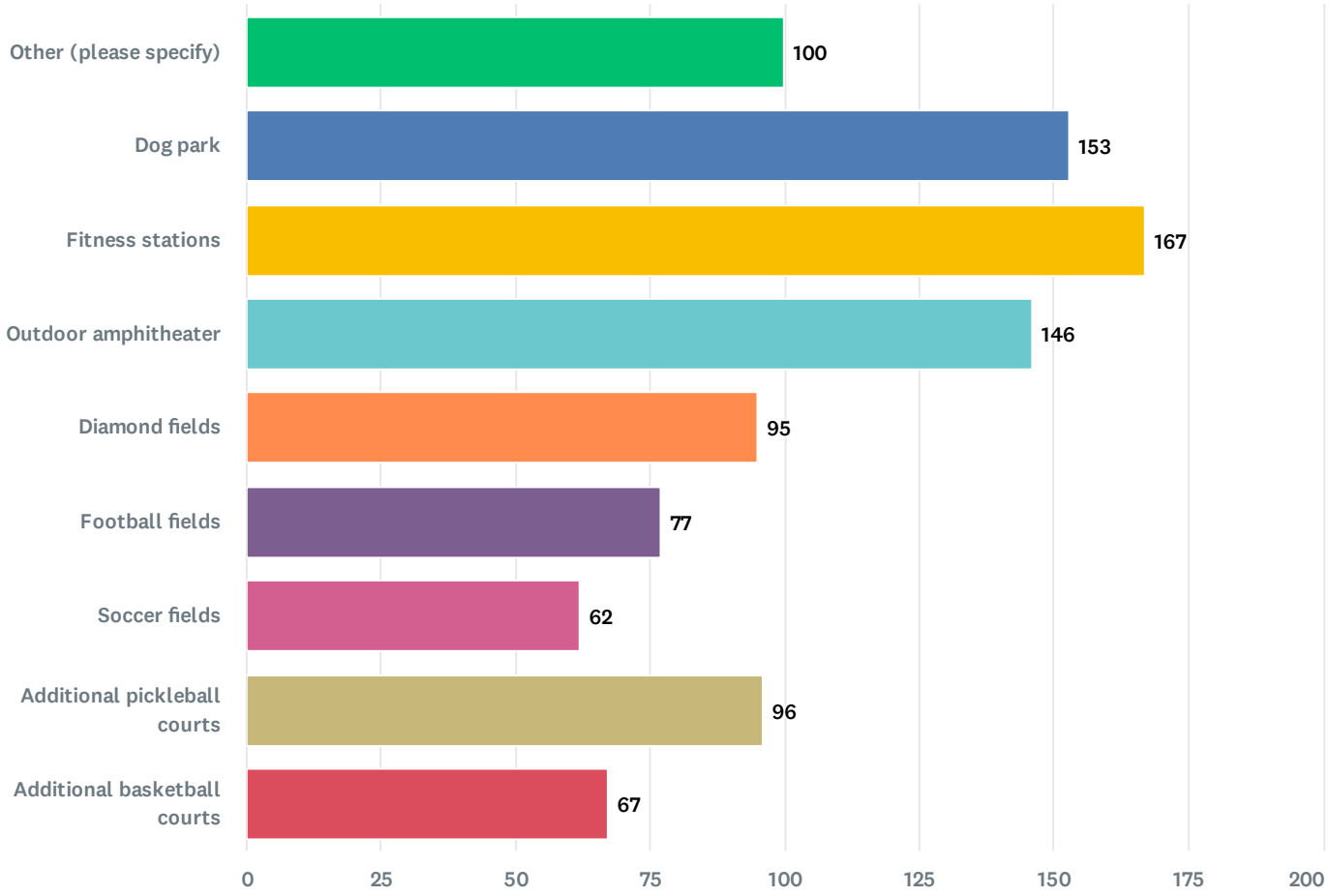
#	OTHER (PLEASE SPECIFY)	DATE
1	Police presence preferred due to high speed drivers creating dangerous conditions	5/4/2026 9:22 PM
2	Field improvements, restrooms, parking	5/4/2026 8:02 PM
3	Restrooms & Parking	5/4/2026 5:52 PM
4	More Autism friendly equipment	5/4/2026 4:54 PM
5	volleyball court	5/2/2026 10:33 AM
6	Soccer field	4/28/2026 11:34 AM
7	We need to separate the pickleball court from the tennis courts and no double rim on basketball goals	4/28/2026 11:23 AM
8	Move tennis and basketball courts above and it would make more room for a baseball field and parking and have restrooms at both ends of the park	4/26/2026 3:21 PM
9	Restrooms and parking	4/25/2026 8:40 PM
10	Shade is needed	4/25/2026 12:46 PM
11	More fields so the kids aren't out so late.	4/24/2026 5:57 PM
12	Football field	4/23/2026 10:23 PM
13	All facilities need updated	4/21/2026 8:43 PM
14	Volleyball is an increasingly popular sport in our county and I think people, especially our younger citizens, would undoubtably appreciate it.	4/21/2026 2:06 PM
15	the courts,parking,restrooms	4/21/2026 10:40 AM
16	Improve landscaping and parking.	4/21/2026 10:03 AM
17	Handicapped accessible	4/20/2026 9:37 PM
18	Restrooms and Parking	4/20/2026 9:10 PM
19	Field A needs bushes removed, maybe replace with benches for parents or visitors	4/20/2026 6:57 PM
20	Possibly a fenced in dog area	4/20/2026 12:32 PM
21	Fence around the play area! My 2 year old loves to run and would be easier to keep him safe. Especially being a pregnant mama.	4/20/2026 8:21 AM
22	Safety	4/19/2026 8:46 AM
23	More accessible for the elderly and the handicapped	4/17/2026 7:07 PM
24	Everything should be revamped make crestview be the new spot people take family for fun. Make crestview THE spot, it’s time this area gets something for people to do	4/17/2026 1:39 PM
25	Football Field is something that is most desperately needed!	4/17/2026 7:41 AM
26	The basketball court should not be near the T-Ball field. The people that play there use profanity and the young kids should not have to hear this.	4/16/2026 9:30 PM
27	Better field area within walking track. More grass less mud.	4/16/2026 2:19 PM

28	The playing surface on the fields are awful and need water. Bathrooms/Concession facilities are not well-kept and cleaned.	4/16/2026 1:14 PM
29	Parking, restrooms, update fields	4/16/2026 12:53 PM
30	Baseball/softball/tball fields along with the bathrooms at the field!	4/16/2026 12:45 PM
31	Another tball field	4/16/2026 12:03 PM
32	More fields expand and improve the playground and picnic shelter, improve the bathrooms	4/16/2026 11:54 AM
33	Restrooms, parking, and field maintenance! I couldn't check multiple boxes	4/16/2026 11:47 AM
34	All	4/16/2026 10:42 AM
35	Football	4/16/2026 10:10 AM
36	Football field for jr hilltop practices	4/16/2026 9:45 AM
37	Needs a football field	4/16/2026 9:06 AM
38	Add football	4/16/2026 8:58 AM
39	More Baseball Fields- could potentially host travel tournaments and generate revenue.	4/15/2026 2:26 PM
40	Football field	4/15/2026 5:48 AM
41	Football field	4/14/2026 10:31 PM
42	Restrooms, concession stand, parking, field improvements, new design	4/14/2026 3:44 PM
43	Add a proper skate park	4/14/2026 1:01 PM
44	Need a field for football	4/14/2026 12:30 PM
45	Flat areas for free use or a sand volleyball court	4/14/2026 11:53 AM
46	Football Fields	4/14/2026 11:40 AM
47	More fields, better restrooms, better parking, better basketball courts/hoops.	4/14/2026 11:38 AM
48	Need a football field for our kids to practice on	4/14/2026 11:34 AM
49	Football	4/14/2026 11:21 AM
50	Football Field	4/14/2026 11:16 AM
51	Place for football practice	4/14/2026 11:04 AM
52	Add a volleyball court	4/14/2026 9:09 AM
53	A level mall area where families can gather and picnic	4/14/2026 7:05 AM
54	add more pickleball if not separate from tennis courts themselves	4/13/2026 7:37 PM
55	Soccer goals	4/12/2026 5:25 PM
56	Beach volleyball courts	4/12/2026 1:46 AM
57	A pedestrian bridge over 221 to make crossing safer.	4/11/2026 9:00 PM
58	We currently practice at other fields due to space and young kids have to play late into the evening.	4/11/2026 8:49 PM
59	Shade	4/11/2026 8:25 PM
60	Play grounds/courses for dogs	4/11/2026 4:06 PM
61	Fitness area where group classes could be held	4/11/2026 2:26 PM
62	More pickleball court options	4/11/2026 2:12 PM
63	Mores softball fields and parking is needed	4/11/2026 12:24 PM
64	Renovation of playground, erosion issues	4/11/2026 12:04 PM

65	Need mounted benches on the basketball court and need the lights to come on just like the baseball fields and pickleball court	4/11/2026 6:17 AM
66	If i could only pick one thing Lighting for the tee ball field is very needed! Biggest inconvenience,	4/10/2026 11:37 PM
67	Playgrounds, maybe fenced no mulch? Parent/baby swings? Small baby slides for little under 3	4/10/2026 11:13 PM
68	Restroom. Parking. Fields.	4/10/2026 10:14 PM
69	Playgrounds and restrooms	4/10/2026 10:07 PM
70	Football/soccer fields	4/10/2026 8:44 PM
71	More baseball/softball fields	4/10/2026 7:44 PM
72	a place specifically for the football and cheer to practice that is lit and safe. Also, if possible away from the basketball court because of the language and things that go on with the older kids/adults that play.	4/10/2026 7:35 PM
73	Restrooms are never clean! Hardly ever paper products either	4/10/2026 7:11 PM
74	Nothing	4/10/2026 6:56 PM
75	Allow communities / small businesses to gather	4/10/2026 6:06 PM
76	Restrooms are horrible. I do not even attempt to use them anymore	4/10/2026 6:06 PM
77	Fields could use improvement, especially the T-ball field. The dugouts are the same ones from 20 years ago and there isn't much light when it gets dark. The playground could definitely be expanded and some handicap accessible features. Ramps with the stairs to the fields would be convenient too for strollers instead of having to walk all the way around the park to get to the fields.	4/10/2026 5:38 PM
78	Soccer with nets	4/10/2026 5:31 PM
79	Overall conditions, it looks rundown	4/10/2026 5:12 PM
80	More swings	4/10/2026 4:41 PM
81	Please fence in a playground for specials needs families	4/10/2026 4:38 PM
82	Accessibility. Everyone can use a ramp but only kids with legs can use stairs. Flat recycled rubber so a wheelchair can access.	4/10/2026 4:30 PM
83	Restroom near senior league field and tennis courts the port a potty is gross and embarrassing when hosting tennis matches.	4/10/2026 4:28 PM
84	Restrooms and something other than mulch would be nice	4/10/2026 11:16 AM

Q5 498 responses

What new amenities would you like added to Crestview Park? (Select all that apply)



Answer Choices	Percentage	Responses
Other (please specify)	20.08%	100
Dog park	30.72%	153
Fitness stations	33.53%	167
Outdoor amphitheater	29.32%	146
Diamond fields	19.08%	95
Football fields	15.46%	77
Total		**963**

Answer Choices	Percentage	Responses
Soccer fields	12.45%	62
Additional pickleball courts	19.28%	96
Additional basketball courts	13.45%	67
Total		**963**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	9.00	4.00	4.33	2.67

#	OTHER (PLEASE SPECIFY)	DATE
1	Splash pad	5/4/2026 10:12 PM
2	Possible fitness stations	5/4/2026 10:02 PM
3	Splash pad!!	5/4/2026 9:13 PM
4	Improve Existing	5/4/2026 5:57 PM
5	Bathrooms	5/4/2026 4:42 PM
6	Better bathrooms and bigger play ground	5/4/2026 4:39 PM
7	volleyball courts	5/2/2026 10:33 AM
8	Playground on same side as baseball field so kids do not have to cross the road to play if parents are watching a baseball game.	5/1/2026 9:27 AM
9	Beach volleyball court	4/28/2026 11:32 AM
10	Tennis	4/28/2026 11:22 AM
11	More swings	4/28/2026 11:10 AM
12	More parking	4/25/2026 12:46 PM
13	More baseball fields	4/24/2026 6:10 PM
14	Parking	4/24/2026 6:04 PM
15	As is	4/24/2026 5:59 PM
16	Better steps, More restrooms, better parking, water fountains, better dugouts at baseball field	4/24/2026 4:57 PM
17	New bathrooms	4/23/2026 6:16 PM
18	Better seating. More covered pavilions for watching baseball	4/23/2026 5:56 PM
19	More baseball/softball fields to cover needs.	4/21/2026 8:43 PM
20	Ramps beside stairs so players and coaches can roll baseball bags up and down them	4/21/2026 7:40 PM
21	Additional pickleball courts, not sharing with tennis courts	4/21/2026 6:45 PM
22	Upgrading tennis nets and bathroom facilities	4/21/2026 6:30 PM

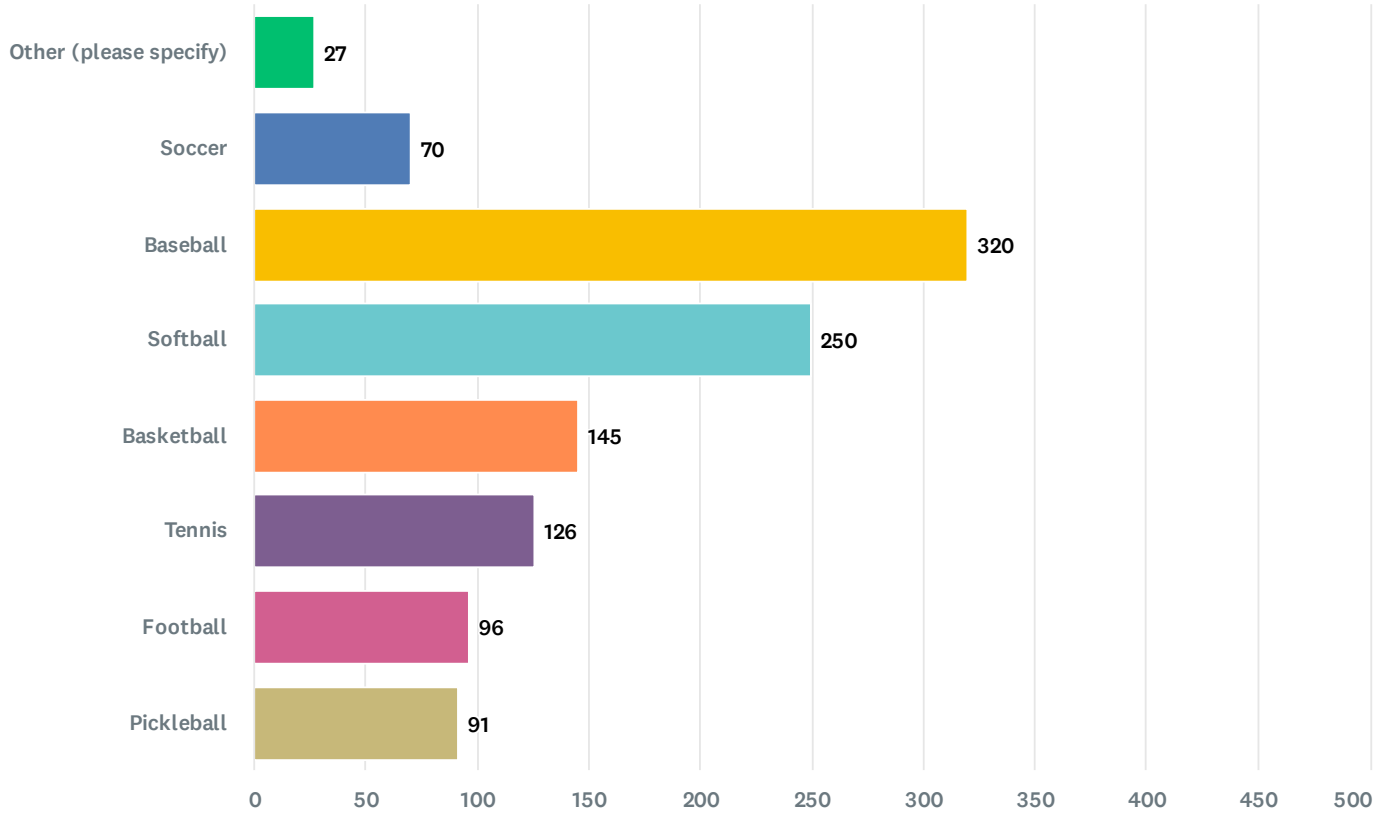
23	Volleyball court	4/21/2026 2:06 PM
24	Outdoor Bottle Filling Stations and Drinking Fountains, Parking, Restrooms	4/21/2026 11:05 AM
25	a hangout area for teenagers so we can have a spot to sit and talk	4/21/2026 10:49 AM
26	More water fountains/water refill stations, More bleachers, Additional Parking Lot and Steps to baseball field	4/21/2026 10:43 AM
27	aquatic facility	4/21/2026 10:40 AM
28	Handicapped accessible	4/20/2026 9:37 PM
29	Additional parking, additional bathrooms near the tennis courts	4/20/2026 7:48 PM
30	More Parking	4/20/2026 7:29 PM
31	Really want a place for dogs to run. I live on Crestview st and would like to see this added for our community.	4/20/2026 6:13 PM
32	A fenced in playground/play area for kids would be utilized daily!	4/20/2026 12:13 PM
33	Fenced playground and splash pad	4/20/2026 8:40 AM
34	Better bleachers on each side of ball field. Parents and friends and other teams have to sit together. Field A sitting is horrible each fiend needs bleachers on each side of dug out. And move the T-ball field from basketball court the foul language that these little kids here from the players is awful. If you can’t move the field the shut the basketball court down during their games and practices.	4/18/2026 8:46 PM
35	Better parking area. Not so tight.	4/18/2026 8:51 AM
36	Playground equipment	4/17/2026 1:21 PM
37	Additional Tball fields	4/16/2026 10:50 PM
38	More baseball fields so baseball games do not have to be so late.	4/16/2026 9:30 PM
39	Swimming pool	4/16/2026 8:58 PM
40	AC in the bathrooms	4/16/2026 8:56 PM
41	Senior league field transformed into another smaller field or fixed up nice with up-to-date fixtures.	4/16/2026 1:14 PM
42	We need easier access to the fields for strollers, wheelchairs, etc. We also need more sitting areas near the fields.	4/16/2026 12:53 PM
43	More bathrooms	4/16/2026 10:50 AM
44	Baseball/softball needs more attention then they currently get from the town! Soccer has all they could ever need and then some, football has access to anything and everything at the highschool, baseball has Crestview and that's it!!	4/16/2026 10:14 AM
45	Football field	4/16/2026 10:10 AM
46	Jr. Hilltoppers	4/16/2026 8:52 AM
47	JR.HILLTOPPERS	4/16/2026 8:47 AM
48	New, unique playground equipment for kids of all ages, specifically younger kids. More swings of various types.	4/16/2026 6:37 AM
49	Water feature like POPS	4/15/2026 7:38 PM
50	Safer play equipment for special needs children	4/15/2026 10:34 AM
51	Swimming pool	4/14/2026 7:19 PM
52	Purple Martin Greenway flow through Crest View and connect to Norris Park	4/14/2026 3:44 PM
53	Field for a football practice	4/14/2026 2:38 PM
54	Splash pad	4/14/2026 1:57 PM

55	Skatepark	4/14/2026 1:01 PM
56	Sand volleyball	4/14/2026 11:53 AM
57	Volleyball	4/14/2026 9:09 AM
58	Indoor facility for wrestling, etc.	4/14/2026 7:54 AM
59	2 additional tennis courts, pickleball nets that are easier to move (pickleball nets are currently moved in place and wheels are rotated so that nets are flat on the courts. It is difficult to pick nets back onto the wheels and moved for tennis. If pickleball participants would leave them on the wheels it would be much easier to move them.) Better access to drinking water. Portapotties are fine just need to be cleaned regularly.	4/14/2026 7:53 AM
60	Outdoor pool	4/12/2026 3:57 PM
61	Beach volleyball courts	4/12/2026 1:46 AM
62	Safe and beautiful greenery and lighting for scenic walks day and evening. (Ex. Taehwagang National Garden & Grand Park)	4/11/2026 4:06 PM
63	Splash pad	4/11/2026 4:05 PM
64	Additional parking	4/11/2026 12:24 PM
65	Pass through for walking/biking	4/11/2026 12:04 PM
66	Splash pad	4/11/2026 11:19 AM
67	Nature center or interactive kiosks along a trail. Educational. Incorporate history and the arts. Not all families are in sports.	4/11/2026 9:27 AM
68	More variety in playground equipment.	4/11/2026 7:41 AM
69	Water fountains	4/11/2026 6:17 AM
70	Softball field	4/10/2026 11:23 PM
71	More picnic areas	4/10/2026 10:07 PM
72	Outdoor volleyball court	4/10/2026 10:02 PM
73	A splash pad would be AMAZING!	4/10/2026 9:58 PM
74	Additional playground equiptment	4/10/2026 9:06 PM
75	Handicap accessible playground equipment	4/10/2026 8:51 PM
76	Dog park dog park please	4/10/2026 7:57 PM
77	Splash pad	4/10/2026 7:35 PM
78	Walking trails	4/10/2026 7:32 PM
79	Slashdot paddle, more parking new restrooms and a easier way for handicap people to get down to field level	4/10/2026 6:47 PM
80	More walk trails	4/10/2026 6:14 PM
81	Playground equipment	4/10/2026 6:06 PM
82	Skatepark it could be a great addition to the community with the thriving skate community here	4/10/2026 5:55 PM
83	Splash pad	4/10/2026 5:53 PM
84	The ability for fitness instructors to be able to do fitness classes	4/10/2026 5:51 PM
85	A park with lots of swings would be the perfect addition. Roughly 10-12 swings 2-3 baby swings and 2-3 handicapped accessible swings and play areas as well	4/10/2026 5:47 PM
86	Volleyball Courts	4/10/2026 5:45 PM
87	Volleyball court	4/10/2026 5:34 PM

88	New field for tball away from basketball courts	4/10/2026 5:15 PM
89	Beginner skating section, covered benches (bonus points for solar panels), fruit bushes (berries), marketing billboard for the community, native flowers with informative signs, better light age (bonus points for angled bulbs that only reflect down and not into the sky, community garden plot	4/10/2026 5:12 PM
90	Volleyball nets/courts in the grassy area or a sand area for volleyball	4/10/2026 4:52 PM
91	Splash pad	4/10/2026 4:50 PM
92	Adult calisthenics outdoor workout area, like actual pull up bars , dip bars, and not elderly machines like the one on Forest city rail to trail. Real calisthenics .	4/10/2026 4:49 PM
93	Splash pad-fenced in	4/10/2026 4:38 PM
94	Splash Pad and Playground equipment or area for intellectually disabled kids/teens/adults	4/10/2026 4:31 PM
95	Running club meetups	4/10/2026 4:28 PM
96	Splash pad	4/10/2026 4:26 PM
97	Playground equipment	4/10/2026 2:50 PM
98	Creek access	4/10/2026 2:47 PM
99	Fencing around playground for autistic children who are an elopement risk	4/10/2026 1:48 PM
100	Activities for 55+, playground-type equipment for adults would be amazing if such a thing exists!	4/10/2026 10:56 AM

Q6 467 responses

Which youth sports programs should be prioritized? (Select all that apply)



Answer Choices	Percentage	Responses
Other (please specify)	5.78%	27
Soccer	14.99%	70
Baseball	68.52%	320
Softball	53.53%	250
Basketball	31.05%	145
Tennis	26.98%	126
Football	20.56%	96
Pickleball	19.49%	91
Total		**1125**

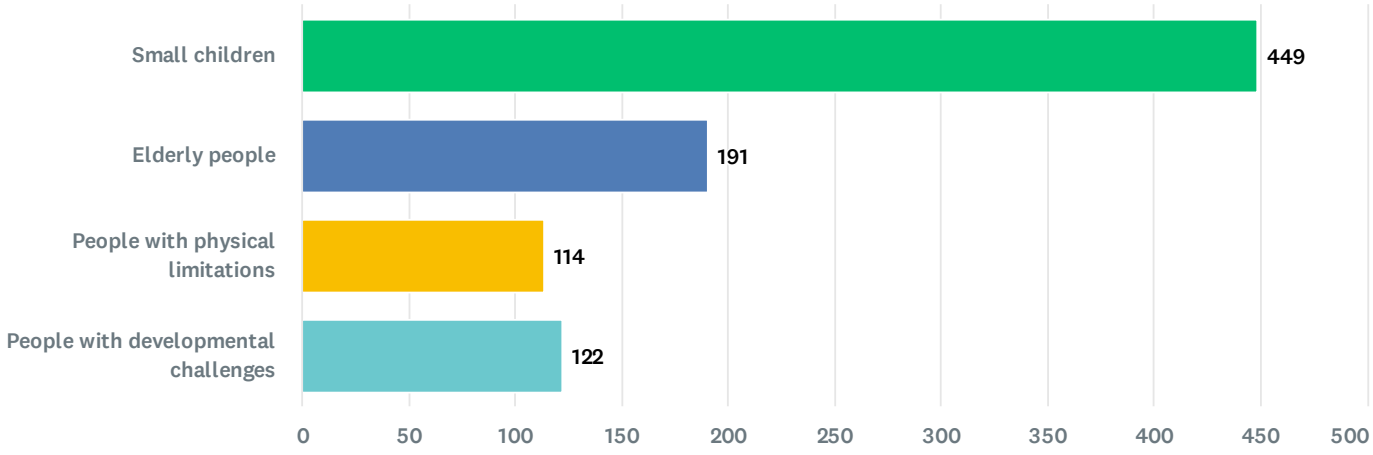
Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	8.00	3.00	3.64	1.83

#	OTHER (PLEASE SPECIFY)	DATE
1	Sand volleyball	5/4/2026 9:31 PM
2	You need to tell us the impact of a change on existing programs beforehand asking how we feel about it.	5/4/2026 9:22 PM
3	volleyball	5/2/2026 10:33 AM
4	All sports	4/21/2026 4:41 PM
5	Volleyball	4/21/2026 2:06 PM
6	Swim - The pool at ICC is regularly down & many in the community travel to Shelby, KM, and SC to swim. Soccer, baseball, basketball all have homes in our county. The tennis courts at Crestview are nice. Thank you all for your work on those. We need a county wide investment in swim.	4/21/2026 10:26 AM
7	Softball has always been overlooked since i was about 10. We need someone to care for the girls and want them to have the best opportunity!	4/16/2026 5:28 PM
8	Tball	4/16/2026 12:45 PM
9	Cheer	4/16/2026 12:41 PM
10	All	4/16/2026 9:06 AM
11	All	4/16/2026 8:58 AM
12	Jr. Hilltoppers	4/16/2026 8:52 AM
13	Badminton	4/14/2026 7:19 PM
14	Extreme Sports (x games style sports)	4/14/2026 1:01 PM
15	T ball	4/14/2026 11:38 AM
16	Wrestling	4/14/2026 7:54 AM
17	all equally	4/14/2026 7:05 AM
18	Swimming	4/12/2026 2:53 PM
19	Walking/biking	4/11/2026 12:04 PM
20	Hiking, hear me out, one reason we moved here is so my kids would have options to work summers or more at a whitewater center. I worked at NOC, met friends for life, and picked up a PT job in Bryson City that played into my career in arts administration. I hiked Chimney Rock as a kid and knew the area a little when I accepted a job that brought us here permanently. Outdoor rec can be done on a local level and is such a key part of our regional and state economies, why not foster that here in Rutherford Co.?	4/11/2026 9:27 AM
21	Soccer has a brand new field. This is the baseball park and should prioritize that.	4/10/2026 11:37 PM
22	Physical fitness zones	4/10/2026 11:23 PM
23	All	4/10/2026 10:07 PM
24	Cheer	4/10/2026 6:38 PM
25	Skate park & a push street button that leads in from the purple Martin trail connecting that	4/10/2026 5:12 PM

	infrastructure.	
26	Outdoor fitness.	4/10/2026 4:49 PM
27	Cross country or track	4/10/2026 4:28 PM

Q7 459 responses

Crestview Park feels accessible for: (Select all that apply)

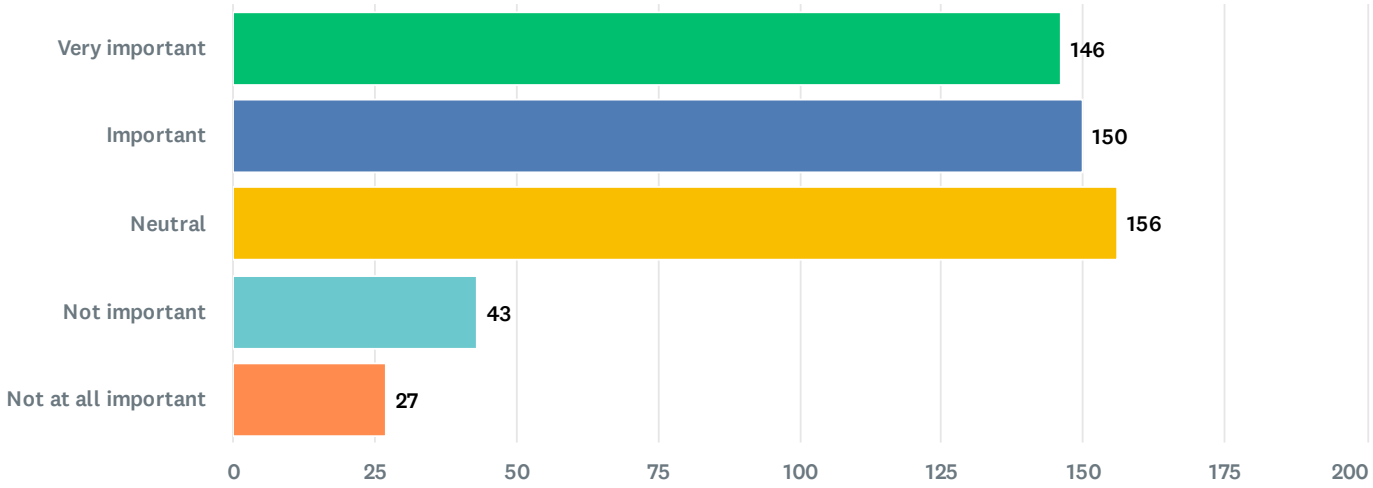


Answer Choices	Percentage	Responses
Small children	97.82%	449
Elderly people	41.61%	191
People with physical limitations	24.84%	114
People with developmental challenges	26.58%	122
Total		**876**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	4.00	1.00	1.90	1.09

Q8 522 responses

How important is it to have educational programs (activities may include guided walks, demonstrations, hands-on exploration, environmental education, wildlife observation, or interpretive sessions) at Crestview Park?

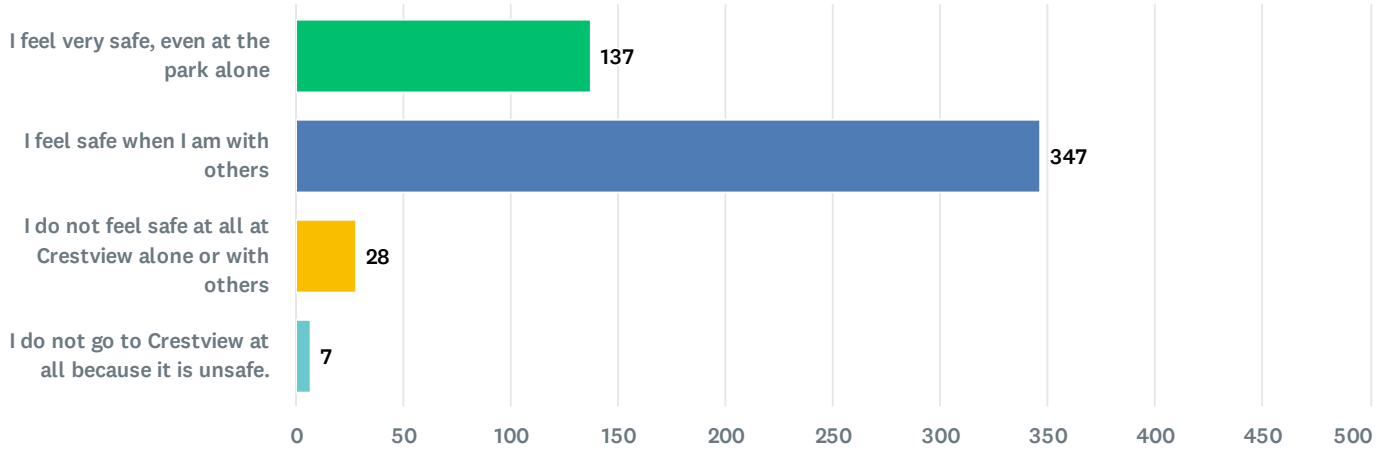


Answer Choices	Percentage	Responses
Very important	27.97%	146
Important	28.74%	150
Neutral	29.89%	156
Not important	8.24%	43
Not at all important	5.17%	27
Total		**522**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	5.00	2.00	2.34	1.12

Q9 519 responses

How would you rate your feeling of security while at Crestview?

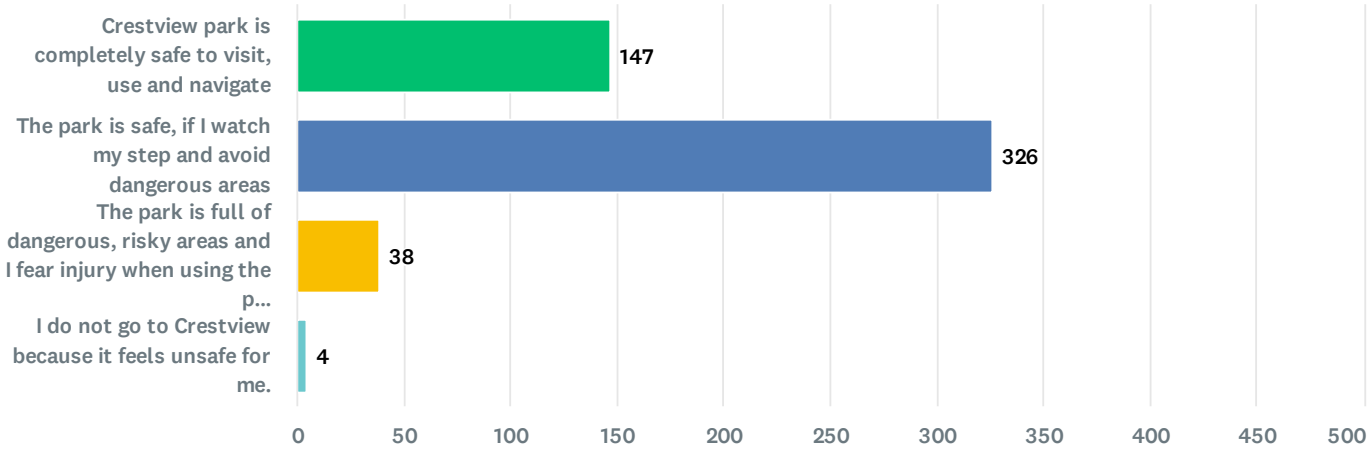


Answer Choices	Percentage	Responses
I feel very safe, even at the park alone	26.40%	137
I feel safe when I am with others	66.86%	347
I do not feel safe at all at Crestview alone or with others	5.39%	28
I do not go to Crestview at all because it is unsafe.	1.35%	7
Total		**519**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	4.00	2.00	1.82	0.58

Q10 515 responses

How would you rate your feeling of safety with the facilities at Crestview?

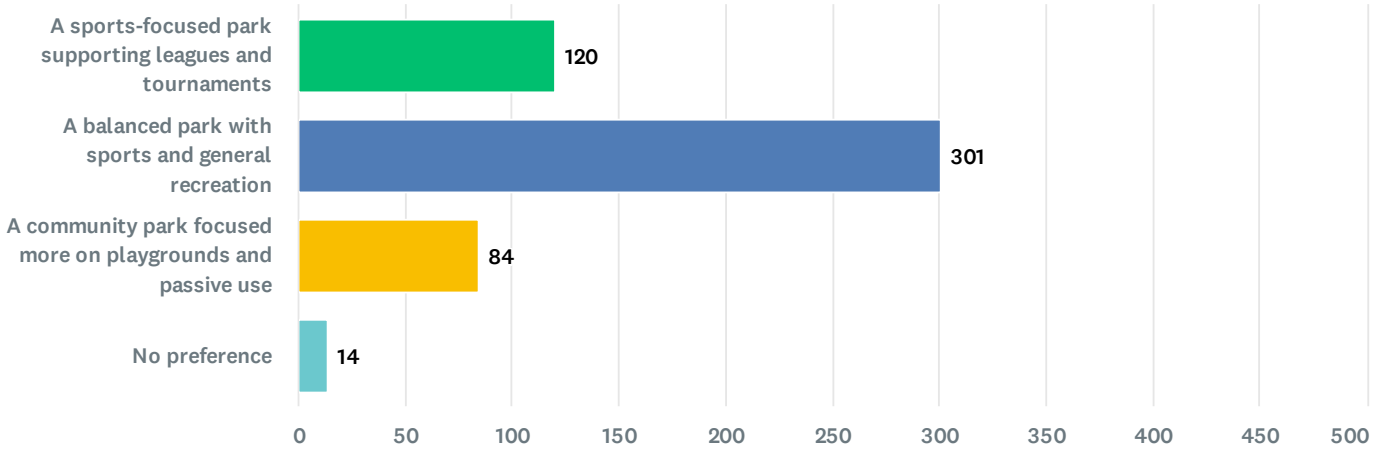


Answer Choices	Percentage	Responses
Crestview park is completely safe to visit, use and navigate	28.54%	147
The park is safe, if I watch my step and avoid dangerous areas	63.30%	326
The park is full of dangerous, risky areas and I fear injury when using the park.	7.38%	38
I do not go to Crestview because it feels unsafe for me.	0.78%	4
Total		**515**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	4.00	2.00	1.80	0.59

Q11 519 responses

Future Role of Crestview ParkWhich of the following best reflects how Crestview Park should be prioritized in the future?

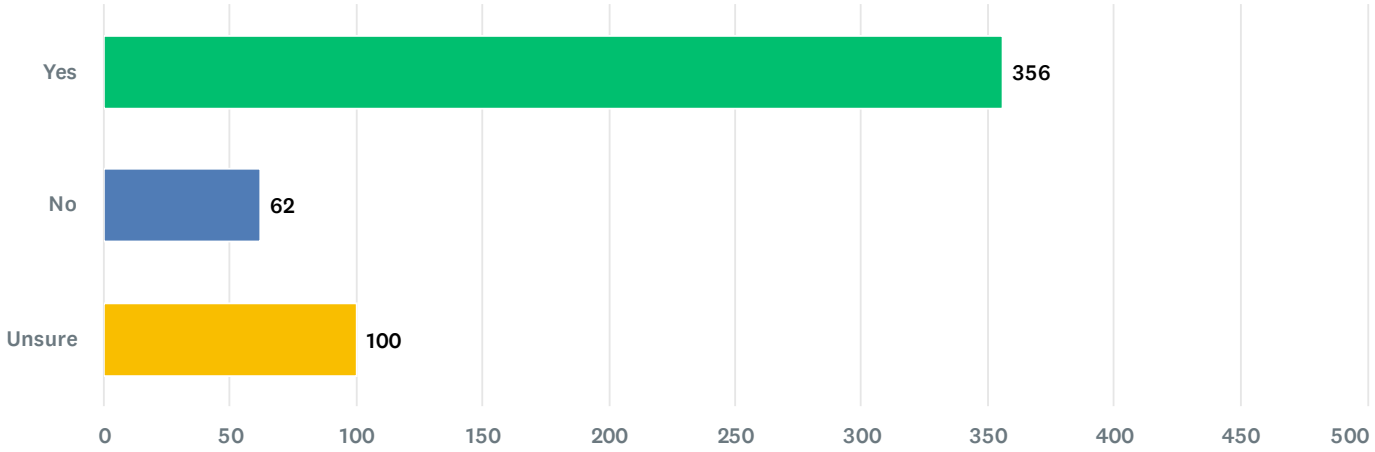


Answer Choices	Percentage	Responses
A sports-focused park supporting leagues and tournaments	23.12%	120
A balanced park with sports and general recreation	58.00%	301
A community park focused more on playgrounds and passive use	16.18%	84
No preference	2.70%	14
Total		**519**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	4.00	2.00	1.98	0.71

Q12 518 responses

Use of Park SpaceTo better serve a variety of athletic programs and maximize the use of space, would you support converting some existing single-use fields into flexible, multi-use athletic space?

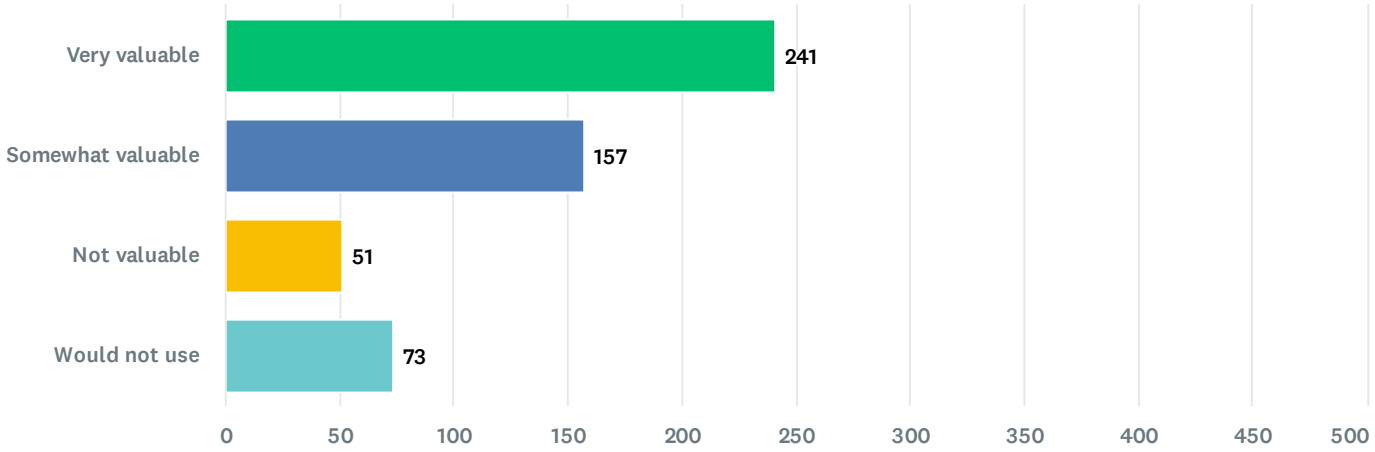


Answer Choices	Percentage	Responses
Yes	68.73%	356
No	11.97%	62
Unsure	19.31%	100
Total		**518**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	3.00	1.00	1.51	0.80

Q13 522 responses

. Indoor Recreation NeedsHow valuable would an indoor athletic space (such as a turf field for soccer, football, cheer, and baseball training) be for your household or organization?

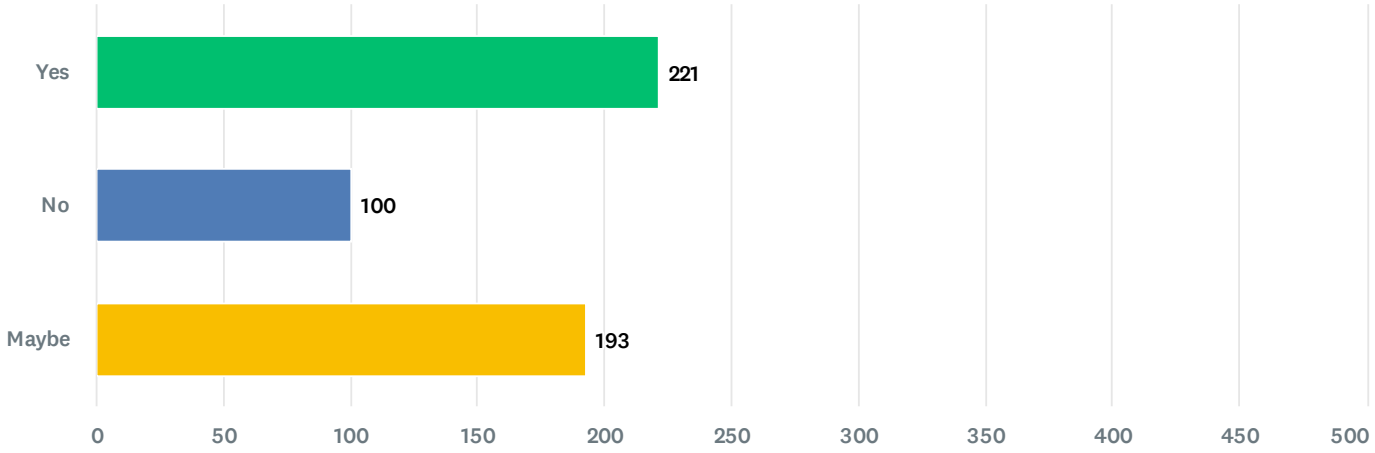


Answer Choices	Percentage	Responses
Very valuable	46.17%	241
Somewhat valuable	30.08%	157
Not valuable	9.77%	51
Would not use	13.98%	73
Total		**522**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	4.00	2.00	1.92	1.05

Q14 514 responses

Would you or your organization use/rent this indoor space?

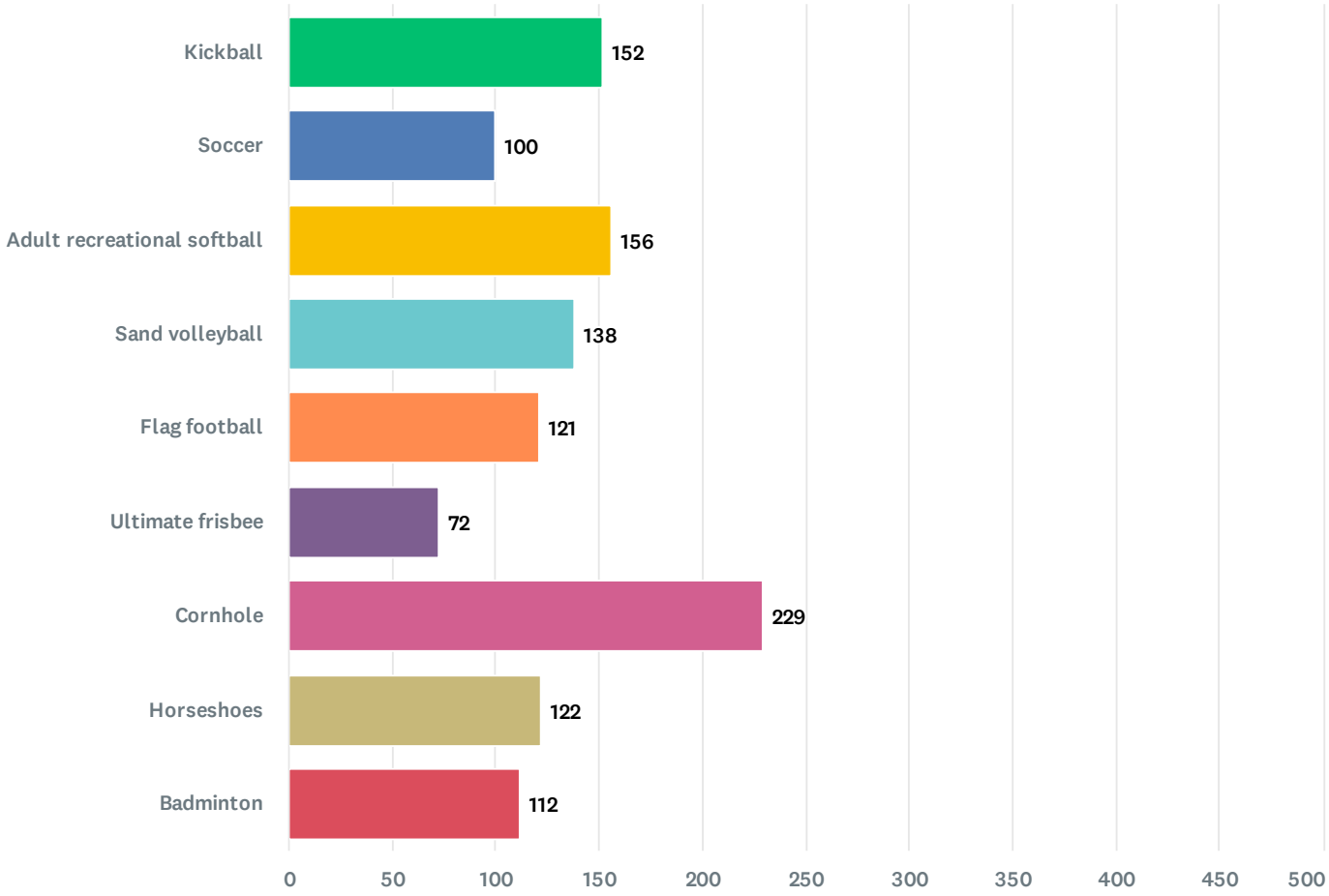


Answer Choices	Percentage	Responses
Yes	43.00%	221
No	19.46%	100
Maybe	37.55%	193
Total		**514**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	3.00	2.00	1.95	0.90

Q15 424 responses

Which sports would you participate in if offered? (Select all that apply)



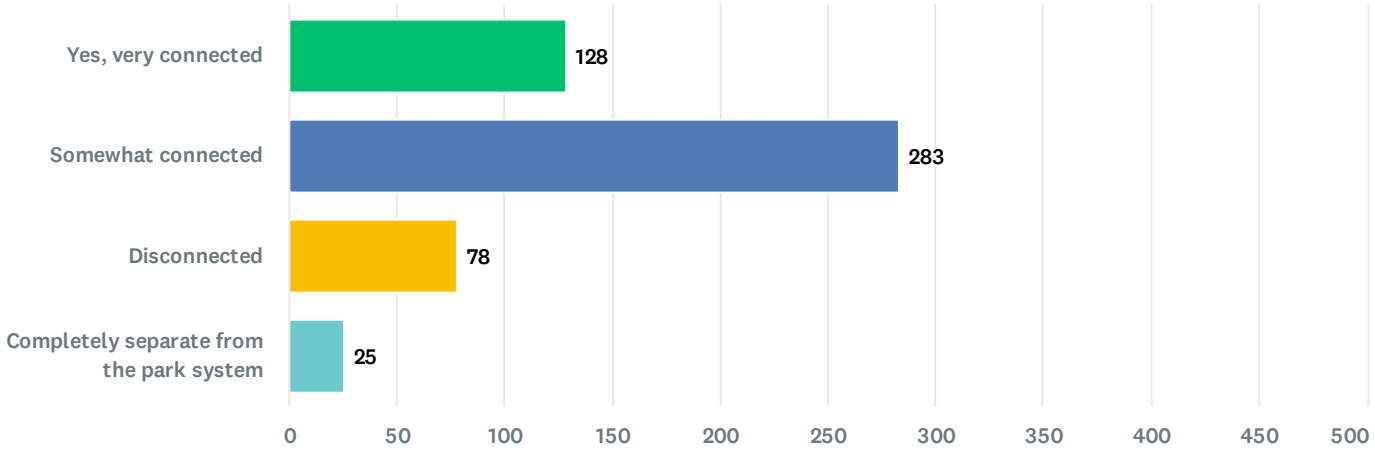
Answer Choices	Percentage	Responses
Kickball	35.85%	152
Soccer	23.58%	100
Adult recreational softball	36.79%	156
Sand volleyball	32.55%	138
Flag football	28.54%	121
Ultimate frisbee	16.98%	72
Cornhole	54.01%	229
Total		**1202**

Answer Choices	Percentage	Responses
Horseshoes	28.77%	122
Badminton	26.42%	112
Total		**1202**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	9.00	5.00	4.99	2.58

Q16 514 responses

Does Crestview Park feel connected to the Rutherfordton Park System?

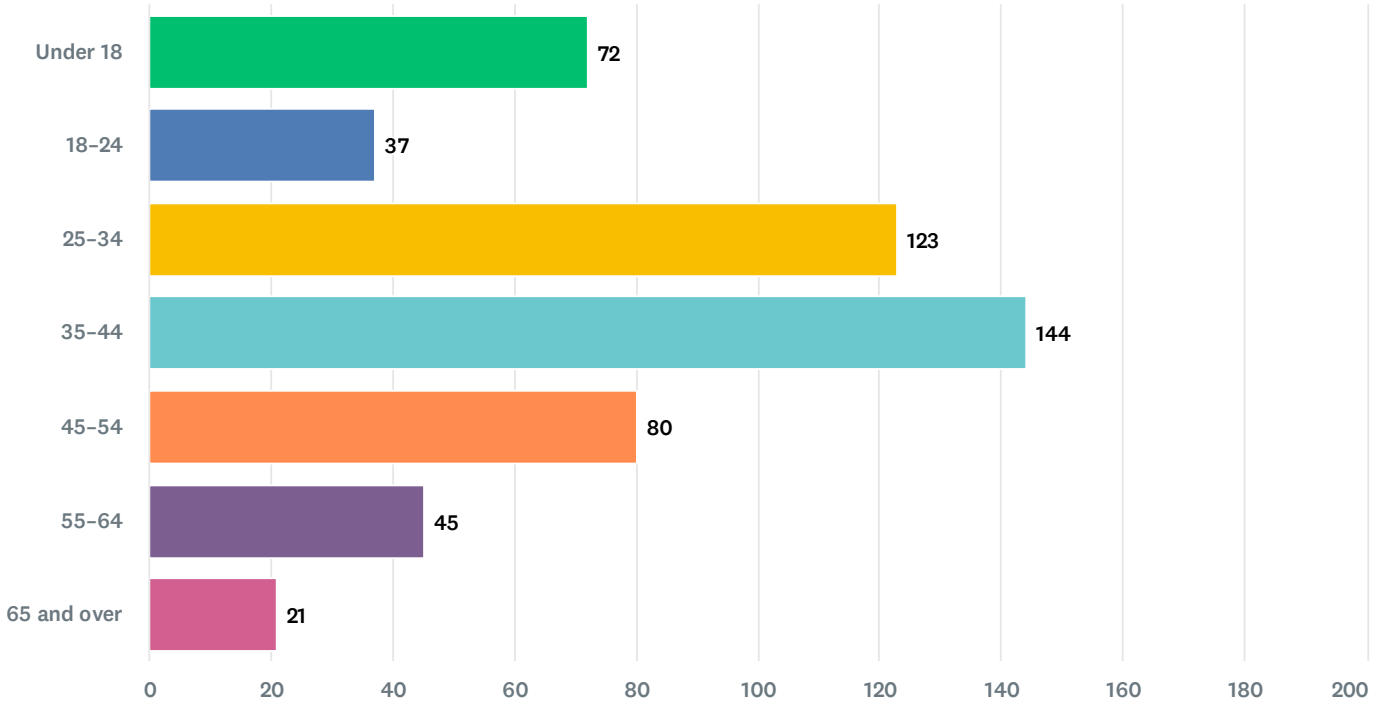


Answer Choices	Percentage	Responses
Yes, very connected	24.90%	128
Somewhat connected	55.06%	283
Disconnected	15.18%	78
Completely separate from the park system	4.86%	25
Total		**514**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	4.00	2.00	2.00	0.77

Q17 522 responses

What is your age group?

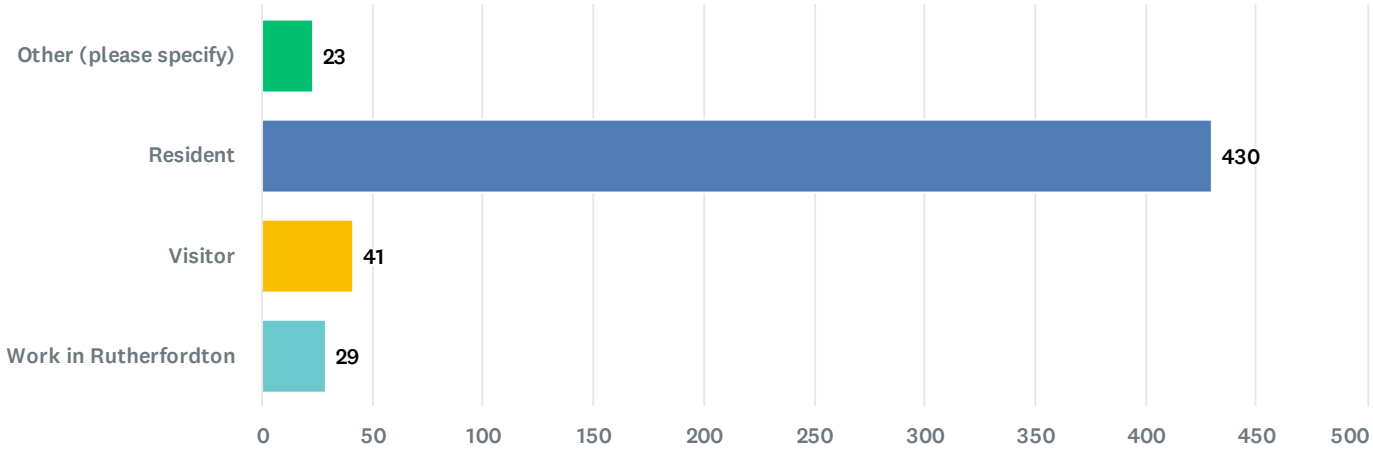


Answer Choices	Percentage	Responses
Under 18	13.79%	72
18–24	7.09%	37
25–34	23.56%	123
35–44	27.59%	144
45–54	15.33%	80
55–64	8.62%	45
65 and over	4.02%	21
Total		**522**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	7.00	4.00	3.66	1.58

Q18 523 responses

What is your relationship to Rutherfordton?



Answer Choices	Percentage	Responses
Other (please specify)	4.40%	23
Resident	82.22%	430
Visitor	7.84%	41
Work in Rutherfordton	5.54%	29
Total		**523**

Basic statistics				
Minimum	**Maximum**	**Median**	**Mean**	**Standard Deviation**
1.00	4.00	1.00	1.32	0.77

#	OTHER (PLEASE SPECIFY)	DATE
1	Raised 3 children at this park	5/4/2026 10:18 PM
2	Former Longtime Resident	5/4/2026 5:57 PM
3	Live outside city limits but use the walking trails at least 3-4 times a week	4/27/2026 6:00 PM
4	Family history and baseball games	4/25/2026 12:46 PM
5	Spindale resident	4/21/2026 6:45 PM
6	go to school	4/21/2026 12:50 PM
7	resident and a town a grandson of a commissioner	4/21/2026 10:40 AM

8	My grandchildren play softball here	4/20/2026 6:57 PM
9	I do not live in Rutherfordton but am there daily	4/16/2026 12:45 PM
10	I am the District Administrator for District 1 Little League, and would love to see improvements to the fields to host staye level plus tournaments for the boys and girls programs	4/16/2026 11:45 AM
11	Little league	4/15/2026 11:30 PM
12	Neighboring Town	4/15/2026 6:51 AM
13	It’s home	4/14/2026 11:04 AM
14	Spindale resident but go to Rutherfordton multiple times a week	4/12/2026 10:38 PM
15	Work in spindale, live in bostic	4/12/2026 9:46 AM
16	Live in Spindale so regularly use things in Rutherfordton	4/11/2026 2:26 PM
17	Children participate in sports programs	4/11/2026 12:24 PM
18	Use Kiwanis Park & Purple Martin trails regularly	4/11/2026 12:04 PM
19	Forest City resident by CHOICE. Middle class (though I am currently home with our kids).	4/11/2026 9:27 AM
20	Work, visit,	4/11/2026 7:41 AM
21	Children Attend School in Rutherfordton	4/10/2026 9:06 PM
22	Live outside city limits but grandchildren are in leagues that use facilities frequently.	4/10/2026 6:08 PM
23	Resident of Rutherford co	4/10/2026 4:37 PM

Q19 Additional comments or suggestions:

Answered: 141 Skipped: 385

#	RESPONSES	DATE
1	On the fields the pitcher mount and dug out need to be better. And a better handicap accessible to the B and C field. Bathrooms close to tennis court and senior field. the playground area needs to be all one level in between the two playgrounds are very dangerous. Maybe some more panic areas for gatherings	5/4/2026 10:12 PM
2	I think that the park is great just the way it is!	5/4/2026 10:02 PM
3	Pool please	5/4/2026 9:35 PM
4	This is not telling us who uses the park most now and who would essentially be kicked out by our decisions. I need to know that first. How over or underused are the ballparks? Would little league be affected? Are you displacing them without regard to demand? What are you doing and proposing... Come on Doug. Put it all on the table to talk about. Are we underutilizing the space without demand or pushing out kids?	5/4/2026 9:22 PM
5	More accessible to kids and adults with disabilities please!!!	5/4/2026 9:13 PM
6	Would love to see more baby (0-3) friendly playground equipment and changing stations	5/4/2026 9:09 PM
7	Parking has been my biggest concern bc of how tight the parking spaces are and you are limited. I have noticed hard it is to access the ball fields for handicap/elder people. You have to park on either end and walk a significant distance to access the fields because they can't use the stairs. But overall my family and I love the park. It was top 3 reasons why we purchased our home bc we live in the neighborhood beside it.	5/4/2026 8:55 PM
8	Add another rest room closer to the basketball courts.	5/4/2026 8:33 PM
9	Rutherfordton needs to honor the little league teams/players that advanced to the LLWS with signs on the backstocks. More parking so kids don't dart out in front of vehicles	5/4/2026 8:02 PM
10	Clean the dirt off the concrete walkway that has been there for many years. Prune or remove the pear trees in the median area of the parking area. Have charter schools find another location to operate their bus service.	5/4/2026 7:58 PM
11	Parking is always a nightmare!	5/4/2026 7:32 PM
12	Move basketball court away from the baseball Field. The language and atmosphere that sometimes exists at the basketball court doesn't need to be near young children. Extra drive thoughts and foot patrols by RPD is a must. I hardly ever see someone on duty with RPD at the park.	5/4/2026 7:26 PM
13	Improve Existing, fields, parking, courts	5/4/2026 5:57 PM
14	Covered seating and covered pavilions while watching baseball.	5/4/2026 4:54 PM
15	I think it's very important to have covered space for the kids and any parents but also allowing for other sports other than soccer to be allowed for the community and kids.	5/4/2026 4:47 PM
16	Need to upgrade all the basketball goals because they're a safety hazard and need to add a pickleball court solely for pickleball purposes	5/4/2026 4:44 PM
17	I live in the Crest View Park neighborhood. My family and I would love the ability to walk from our home to the park but often opt to drive due to feeling unsafe on the streets. Side walks would be an amazing addition to the area	5/2/2026 9:19 PM
18	crestview is an amazing place to be but i wish there more stuff for taller people in the playground and i want a volleyball court or net somewhere.	5/2/2026 10:33 AM
19	Would appreciate more benches by the playgrounds	5/1/2026 8:29 PM

20	Love my hometown!!	5/1/2026 5:24 PM
21	Baseball fields are empty and not used most hours of the year. The space should function for other sports as well. Restroom closer to tennis court would be good.	5/1/2026 9:27 AM
22	Without sports or activities for our children the only thing they will grow up to do is either be on electronic games or become drug addicts and alcoholics. It seem that's what the commissioners want to do anyways. They want to take sporting programs out of schools and the community. They are the very 1st ones to complain and go to the cops when something is vandalized or stolen cause they dont want to support our youth but let's plant a tree, flowers, or even put in more dog parks.	5/1/2026 9:23 AM
23	Baseball feild are in very bad shape and the park need more restrooms	4/30/2026 9:05 PM
24	These upgrade would be amazing to have but not sure how you would get these resolved in a tight area	4/28/2026 11:47 AM
25	None	4/28/2026 11:28 AM
26	new tennis nets	4/28/2026 11:26 AM
27	Working vending machines with card readers, better/more bathrooms better water fountains	4/28/2026 11:23 AM
28	Please add 2 additional tennis/pickleball courts. Pickball lines are too vibrant and confuses competing tennis players. Pickleball nets need to be easier to move and tennis nets need to be replaced because they are too low and almost falling apart	4/28/2026 11:22 AM
29	Make more tennis courts. Turn the Basketball courts into pickleball courts so that pickleball doesn’t interfere with tennis during season. Basketball is a occurring problem during tennis by distraction and inappropriate behavior	4/28/2026 11:22 AM
30	Really only better basketball court please	4/28/2026 11:16 AM
31	When baseball season is in parking is tight most people understand that.Then they have to deal with the children walking down the parking lot and not on the other side of parked cars.	4/26/2026 3:21 PM
32	This is a very old facility. It needs to be updated, especially going down the steps to fields. There are railroad ties connected to the concrete steps and they are rotten. People can fall on these especially the elderly!!	4/25/2026 8:40 PM
33	That development used to be called Freemans Pasture	4/25/2026 12:46 PM
34	Need more bathrooms and the t ball field needs to be away from the basketball court. The profanity from the basketball court should not be around our littles.	4/24/2026 6:10 PM
35	Move basketball and tennis courts. Add more bathrooms. Improve fields	4/24/2026 6:04 PM
36	Fix the steps. They are too narrow and hard for elderly people to go down them.	4/24/2026 5:57 PM
37	Football field	4/23/2026 10:23 PM
38	Really appreciate the park, kids have grown up going to this park it holds a lot of memories thanks for keeping it up	4/23/2026 6:31 PM
39	The parking here is awfullllll	4/23/2026 6:07 PM
40	Need more baseball and softball fields to fill needs of Little League	4/21/2026 8:43 PM
41	My family loves the creek access!	4/21/2026 7:40 PM
42	Need better/more ways to dispose trash & pet droppings (sometimes on the courts!)	4/21/2026 6:45 PM
43	Some supervision would be nice. Unfortunately some people dirty up the facilities and don’t care for the facilities	4/21/2026 6:30 PM
44	town hall and the city of Rutherfordton please support changes needed for this park to maximize our local youth's health & fitness and mental health awareness.	4/21/2026 5:41 PM
45	yes	4/21/2026 12:00 PM
46	Safety concerns such as steps, railings, restrooms, narrow parking lot, kids drinking from water spigot instead of clean water bottle refill stations, vandalized restrooms	4/21/2026 11:05 AM

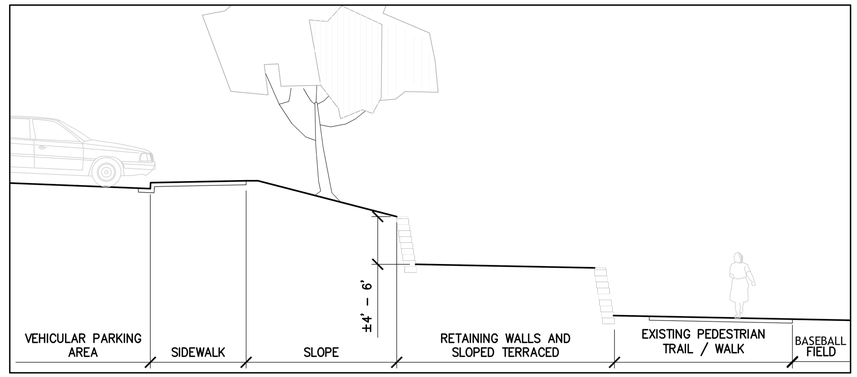
47	More Parking, more water fountains/water refill stations, better steps to access baseball fields, field improvement, more shading	4/21/2026 10:43 AM
48	i would like to see improvement to benefits others especially the younger ones	4/21/2026 10:40 AM
49	The steps walking down to the baseball fields are very dangerous and need improvement. It is not accessible for elderly. There is not enough parking spaces at Crestview, and there are especially not enough parking spaces at the basketball and tennis courts. The Senior League Baseball field needs a lot of improvement. The baseball fields could benefit from improved dugouts. And I wish there were better bleachers with shading such as shade sails.	4/21/2026 10:24 AM
50	Park is not handicapped accessible if you have to park in upper parking area. My daughter is in a wheelchair	4/20/2026 9:37 PM
51	I enjoy watching my son play baseball here	4/20/2026 8:51 PM
52	The parking needs additional bathrooms near the tennis courts.	4/20/2026 7:48 PM
53	A huge problem for Crestview Park is the parking. There is not adequate parking especially during baseball, softball, and tennis games. There should also be more water bottle refilling stations located near the baseball and softball fields. There bathrooms are also not in good condition. The baseball field on the senior league field could also use updates.	4/20/2026 7:29 PM
54	Better/more baseball fields. Cleaner/additional restrooms for example down at the basketball/tennis court/ senior field.	4/20/2026 7:28 PM
55	Guest side of field needs serious	4/20/2026 6:57 PM
56	There are two holes in the middle of the field that can really sneak up on you if you don’t know they are there.	4/20/2026 12:13 PM
57	Would love a fenced in area around the playground for the younger children	4/20/2026 7:37 AM
58	With the soccer complex recently built I think baseball/softball organizations also deserve a nice facility that can host tournaments and host more than it currently can. I also feel like the parking needs skme work. It feels dangerous walking across with small children when it gets busy. The bathrooms are disgusting, sadly! Also, somehow moving the basketball court away from the tball field to keep the vulgarity away from our smallest kids!	4/19/2026 9:54 PM
59	Make ball field better up to date and better seating. Update the lighting. Fix the sidewall around the fields	4/18/2026 8:46 PM
60	Parking and restrooms are terrible.	4/18/2026 8:51 AM
61	I think there are plenty of spaces for children and I would much rather see something for the elderly the seniors community and the handicapped	4/17/2026 7:07 PM
62	Make this a big deal for the community. This should be a project to bring the community together with fun activities.	4/17/2026 1:39 PM
63	Would still like to see handicap accessible play including swings.	4/17/2026 1:33 PM
64	Parking is HORRIBLE!	4/16/2026 10:24 PM
65	There need to be additional bathrooms. Especially near the T-Ball field because it’s hard to take little ones to the bathroom. Some kids will not use the portable toilet near the big field.	4/16/2026 9:30 PM
66	Parking needs to be addressed. When baseball games are going on the parking lot is really narrow and hard for cars to drive through and hard for people walking to see around cars.	4/16/2026 8:28 PM
67	A way to get strollers and wheelchairs from the top level to the bottom level parking lot would be great. Currently have to fight to go down the hill of grass and dirty or carrying over the steps	4/16/2026 3:09 PM
68	Love the idea of adding to the Park as a whole. I would just like to make sure we make the proper investment in the facilities we have currently. Our park could be used for district, state and even regional play if would make advancements to the playing surfaces. Better 70/30 mix for infields, turface over top of the dirt for rain/erosion protection, access to water to be put on the field (protection for kids), a drag (meant for baseball/softball that has all the tools needed for field-use). Our senior league field is useless, but could be a really nice field used for numerous events by doing the things ive listed before and fixing the fencing. If nothing else add 2 liitle league fields with turf infields up top where the football/soccer field is. We could	4/16/2026 1:14 PM

	host USSSA/Travel ball tourneys to generate money for the town. There is so much we could tap into.	
69	Crestview is in major need of updating. More accessible, update fields, fix existing problems(not just putting a bandaid on them) and fixing the parking situation!!	4/16/2026 12:53 PM
70	Need better parking and better bathrooms as well as upgraded softball/baseball and needs a better T-ball field as well with lights	4/16/2026 11:44 AM
71	This ball complex has been needing help for over 20 years. The parking is flat out dangerous at ball events with people walking from cars to the fields, steps are worn out and dangerous, bathrooms are horrible. It has been the same since I moved here over 30 years ago. We use Forest City league because of this. It’s a dangerous place with the homeless walking around, not safe to go there alone to walk or use the nice playground, trail area that was built. Maybe the area in the center of walking area should be created as another ball field. Make parking safe and enlarge the area. Build a new bath house. Rebuild steps leading to fields and widen parking area.	4/16/2026 10:52 AM
72	This park specifically the softball and baseball facilities have been neglected for far too long. There has been no significant upgrades in 30 years.	4/16/2026 10:46 AM
73	Bathroom is in really bad shape. Score boards on the baseball field don't work. Water fountains would be amazing. And a splash pad would be great for summer time	4/16/2026 10:36 AM
74	The RS JR HILLTOPPERS need a football field to practice on and play games on.	4/16/2026 10:19 AM
75	I have 4 children that have played football and baseball/softball for 7 years now through the jr. Hilltoppers and Rutherfordton little League and I have seen both sides of how each program is ran and what they have access to football/cheer have access to everything at the highschool and they are backed by the highschool they have their own practice field and only use Crestview when time changes for the lights simple fix get lights put up on their own practice field and stay there Crestview is used year around for baseball and softball that is the only fields our kids have to play on and as baseball and softball continues to grow our needs are more fields and better fields!	4/16/2026 10:14 AM
76	There are currently no football fields available for the youth league to practice or play on. As a result, these athletes are forced to use a softball field, which makes it more difficult—especially for younger players who are just learning the game—to properly develop their skills and understand the sport.	4/16/2026 10:10 AM
77	The youth of Rutherfordton, North Carolina have earned this. Multiple championships, countless hours of hard work—and still pushing forward. Let’s give them a field that matches their effort and shows them their community truly stands behind them.	4/16/2026 9:06 AM
78	Practice field for Jr. Hilltoppers and place to play games at	4/16/2026 8:52 AM
79	We are in dear need of a football fields, we can not only practice on but use for game days for the JR HILLTOPPERS!	4/16/2026 8:47 AM
80	It would be extremely valuable to have a fenced in area for kids/walking! It would be so nice to be able to walk and allow my kids to play in a safe, fenced in area.	4/16/2026 6:37 AM
81	Crestview park deserves to have the better baseball fields. The sport is very important to our kids.	4/15/2026 11:30 PM
82	Park is way over due for updates ballpark has been the same for 25 years	4/15/2026 11:21 PM
83	We enjoy the park but you have to go to different place to enjoy different things. Water feature like POPS, additional bench and table seating around the park would bring more families and picnics to the park	4/15/2026 7:38 PM
84	Baseball and softball needs more attention!! Seating, bathroom's and easily accessible fields bathroom's accessible for all fields!	4/15/2026 6:37 PM
85	With 3 travel ball organizations in the county - it would benefit to have a park that could host a tournament - or at least partner with other parks to host tournaments. We travel to Asheville, Gastonia, Shelby, and beyond most weekends to these facilities where a lot of revenue is generated not only through hosting but through concessions sales.	4/15/2026 2:26 PM
86	This park needs a major revamp it's a community necessity and we have seen great things	4/15/2026 10:34 AM

	happen with other local parks but Crestview has been left out and it's used constantly by the community. It would be amazing to see fenced in playground areas with safe play equipment for special needs children allowing parents to attend events at the park without fear.	
87	The parking at the park definitely needs improvement. The first row near the fields no longer accommodates these larger trucks and SUVs and they stick out in the pathway. This prevents people from finding parking. I don't know how to fix it but I definitely do not come to the park when baseball/softball/tball games are going on because parking is so bad.	4/15/2026 7:28 AM
88	A football field would be amazing, we have everything for all sports but that!	4/14/2026 10:31 PM
89	More parking would be great too!	4/14/2026 7:19 PM
90	Main problem is litter by the picnic tables, playground, even with trash cans nearby. People need to respect our park! The restrooms are frequently dirty, with this on the floor & toilets not flushed. It's the people, not city maintenance that is the problem. Sad.	4/14/2026 5:23 PM
91	Really need something for our youth football organization	4/14/2026 12:30 PM
92	Offer more community Adult sports programs. I have only been able to find 1 adult volleyball league in Spindale and an adult softball league. Both of which seem to be through churches and aren’t inviting to unaffiliated or free agents looking to break into the sport or the community. I am willing to help out with the adult volleyball scene. www.foothillsas.com -Jason Truitt	4/14/2026 11:53 AM
93	We do not need soccer at park already have that for the county we need a place where our kids can practice and play football/cheer	4/14/2026 11:34 AM
94	I think parking is the biggest issue with Crestview	4/14/2026 11:30 AM
95	Place for the kids to practice	4/14/2026 11:04 AM
96	add more/own space for pickleball	4/13/2026 7:37 PM
97	Visit Ruth often	4/12/2026 9:46 AM
98	I would like to see the parking and drive thru traffic reconfigured. There is a lot of theough traffic in the park. The road and pakei or need to be moved or rerouted. It is dangerous for pedestrians, especially children.im a little confused why non of the above questions even referenced that obvious dangerous setup.	4/12/2026 8:22 AM
99	An indoor gym would be amazing! Maybe something with 2 areas one for basketball and one for volleyball. Beach volleyball courts are needed, our kids currently go out of the county to play and we are paying good money for them to do so.	4/12/2026 1:46 AM
100	Yoga in the park	4/11/2026 4:44 PM
101	Not just crestview but all parks and public amenities/businesses would be wonderful if integrated in a pedestrian friendly layout to encourage more healthy foot traffic	4/11/2026 4:06 PM
102	The park needs some updates to the ball fields and parking. Assess for elderly people closer to ball fields needed with having to go to the far end of the ball park to access the area where the benches are.	4/11/2026 12:24 PM
103	Better (obvious), Connections to Purple Martin	4/11/2026 12:04 PM
104	There are new sports facilities for organized sports in this county. Traditional sports will always enjoy healthy support from the community but as kids age we currently have them splitting into, I will be blunt for clarity (not to offend): jocks (the traditional sports) vs druggies (skatepark kids get labeled this often and there are offenders that hang out there). We will grow together and fight various forms of growing disparity with more diverse options for all ages but especially those tweens and early teens. It took a whole lot of nerds at NASA to send a NC around the moon this past week, let's find a way to keep everyone happy, healthy, and active mentally and physically. Community STEAM/arts programs at this park would be a big win!	4/11/2026 9:27 AM
105	Bathroom facilities are very much needed. A fence around the playgrounds would be great!	4/11/2026 7:59 AM
106	Much of the playground equipment in the county is designed for older kids. It’s great to have playgrounds older kids can play in but toddlers and preschool age children need play areas too. We also need indoor play areas for bad weather. I would love to see a nature center like Reedy Creek added to the county someday.	4/11/2026 7:41 AM

107	Lights on basketball court just like the other fields	4/11/2026 6:17 AM
108	The parking lots need to be updated and expanded. During baseball season there is never enough room.	4/11/2026 5:58 AM
109	Concessions, drink machines, update parking and/or add parking. Lighting for the teeball field or move it. Hope that adding doesnt mean taking away from the ballplayer. There is a lovely field for football and soccer not used very often already. Soccer has a brand new huge great place. Basketball and cheer are both handled with upward and adults can utilities the existing basketball fields. Bathrooms could use updating. I feel like they are sketchy this is one of my few safety issues (but a very big one).	4/10/2026 11:37 PM
110	A pool	4/10/2026 11:23 PM
111	Highly request play equipment my 1 year old can use possibly soft padding instead of mulch so that he can crawl around comfortably	4/10/2026 11:13 PM
112	Newer to the area and have small children. I would like fitness equipment to workout while my kids play or join.	4/10/2026 10:20 PM
113	Focus on existing fields, restroom, concessions and more parking	4/10/2026 10:14 PM
114	Please consider a splash pad for any park improvements in rutherfordton. I feel the community could use and would enjoy one!	4/10/2026 9:58 PM
115	get rid of the double rims and add more water fountains	4/10/2026 9:52 PM
116	More baseball/softball fields are needed. Specifically for tball age. The upper open field would be perfect for two additional tball fields with open outfield so this space can remain multi use but with backstops at opposite corners, removable bases and small 50 foot infields. The town and county little league numbers have grown. More fields are needed. The current tball field could use 10 more feet of infield to extend to a full size field. Good dog park spot would be the wooded area in the walking loop(might make people stop taking their dogs to poop on the baseball fields). Additionally add parking along side the road there as well. Outdoor group exercises seems small business benefit vs the town unless the town will be hosting the group sessions and charging. More fields that meet the 60 foot base path and flat fields would attract tournament directors to rent the fields for the weekend. $$$. Concession needs improvements as well. Possibly close off breezeway and either rent the concession space or own sales for $ back into parks and rec. group fitness could absolutely rent the indoor space as well if there is indeed going to be a larger facility built. The challenge there is where to put it. Possibly the upper grass field across from the walking loop? I can see a benefit for that but 100% would need to be managed and would need a bathroom. How does access work? A key code…parks and rec employee always available to open it for rental times? Love the idea though. Loved to have something like the boys and girls club. One thing this county doesn't have is a good volleyball gym. Sports wise. And that could obviously double as basketball or any other open space for indoor sports.	4/10/2026 9:17 PM
117	I would like more dog trashcan and bags on the walk from crestview to the purple Martin	4/10/2026 9:10 PM
118	I feel that Crestview has been over looked. We build a dog park and spend way to much maintaining it but we can't even support our youth. The maintenance budget for Crestview is less than what the dogs get at kawannas. It's absurd!!	4/10/2026 7:44 PM
119	Baseball should be the main focus. That has always been the draw and a lot of good baseball players learn the game in Rutherfordton. The senior league field needs major work and better batting cages are a huge plus! My son played there and we spent many evenings and weekends working in the cages. Covered cages that are available year round would be great addition. Multi use is definitely a plus but not soccer. We have a brand new soccer complex in the county so let's keep the main attraction baseball/softball with options for something no one else is doing.	4/10/2026 7:42 PM
120	The tennis courts are pretty important considering how RS Middle and RS Central do not have a usable tennis court.	4/10/2026 7:13 PM
121	None	4/10/2026 6:56 PM
122	Better playground to take the kids or add more things not really that fun for kids ages 7-10! Would also love to be able to have a place to take your dog when your kids play	4/10/2026 6:55 PM

123	None	4/10/2026 6:47 PM
124	Crestview park is the only place that Rutherfordton baseball and softball has to play and I think that should be the primary concern for the new upgrades our kids deserve better fields and our parents/spectators need better seating to be able to watch and support our children! Rutherfordton Little League does a fantastic job with what they have to work with! Bathrooms need lots of attention as well!	4/10/2026 6:19 PM
125	We love the park! It's maintained beautifully other than the bathrooms but thankful there is access to a bathroom in general. I think more parents would walk on the trail if they felt kids playing at the park was more secured. We love it's not overrun or crazy busy but has a consistent flow.	4/10/2026 6:12 PM
126	Would love to see this facility made into one our kids could really be proud of	4/10/2026 6:08 PM
127	Please consider allowing small local businesses to use the outdoor space with permission. Many people think it would be a great way to build the community. Thank you!	4/10/2026 6:06 PM
128	Park is nice but restrooms are horrible. Definitely need to have them cleaned up. I will not let my grandchildren anywhere near them.	4/10/2026 6:06 PM
129	I really think not allowing the fitness instructors in town to do group fitness in the park is a huge disservice to the community. So many people would benefit from this since we keep adding fast food restaurants. Many residents of Rutherford county are unhealthy and would benefit greatly from having this access.	4/10/2026 5:51 PM
130	The restrooms need an upgrade. Better parking as well	4/10/2026 5:33 PM
131	Restrooms need to be maintained better.	4/10/2026 5:31 PM
132	I feel like artificial turf baseball fields would be great because they require limited maintenance to keep in good condition. Little kids deserve to be able to learn baseball without having to worry about terrible bounces which can lead to injury.	4/10/2026 5:27 PM
133	I live in Spindale	4/10/2026 5:24 PM
134	The bathrooms are terrible!! Police should make an appearance during busy days	4/10/2026 5:15 PM
135	I appreciate your thoughts and questions regarding turning that into an informative space. I think our parks are an excellent opportunity to start children learning young with education program, specifically native plants and tending to the earth. Developing that strong sense of community young. Since this pairs well with elderly goal, you could position the park as a way to connect with all members of the community, even parents. Connect the trail to the park and you'll boost usage of both. Thank you	4/10/2026 5:12 PM
136	I feel like we need to remove a baseball field or two and fix the concession stand and the vending machines. Bathrooms also need more work done and the water fountains	4/10/2026 5:02 PM
137	Playground areas need huge overhaul. Splash pads. Expand. Get rubber mulch. Bathrooms need redone. And a scheduled cleaner. And security or cameras. Parking needs to be increased. And some connector to the purple Martin over 221 as traffic is horrible and I've seen many almost accidents for people trying to cross	4/10/2026 4:56 PM
138	Just add an outdoor free gym for the community to stay healthy, and make it for adults.	4/10/2026 4:49 PM
139	Less sports and more track and community activities	4/10/2026 4:28 PM
140	Crestview Park should always prioritize little league SB and bb as well as a great playground. We have legacy park for soccer, no need for that. Legacy park also can set fvas multi purpose. Baseball and softball tournaments is what Crestview park should participate more in since the town has a recreation director now. Picnic areas for parties, splash pad for kids in the summer.	4/10/2026 4:26 PM
141	There are many dogs that walk at Crestview Park. It would be so amazing to have a space for dogs at Crestview! I would LOVE to see a dog park complete with shade and tunnels/play space for dogs! I don't know if it would ever be a possibility but creating a dog park down by the creek behind the ballfields might be an idea. You could connect to the fences already there to save money. Just a thought but I know a dog park at Crestview would be used by so many people!	4/10/2026 4:24 PM



SCHEMATIC CROSS SECTION THROUGH TERRACED SEATING AREA AT EXISTING BASEBALL FIELDS

SECTION

SCALE: 3/4" = 1'-0"

OVERALL EXISTING CONDITIONS KEYNOTE LEGEND

1. PROPOSED VEHICULAR PARKING AREAS (±210 PARKING SPACES) AND DRIVE AISLE
2. VEHICULAR TURN AROUND AREA
3. VEHICULAR DROP-OFF AREA
4. NEW OR RENOVATED SHELTER / RESTROOM BUILDING WITH RAISED OUTDOOR SPECTATOR AREA
5. TERRACED SPECTATOR SEATING AREA, SEE SCHEMATIC CROSS SECTION
6. TENNIS COURTS
7. BASKETBALL COURT AIRNASIUM
8. PICKLEBALL COURT AIRNASIUM
9. OUTDOOR TRAINING/BATTING CAGE AIRNASIUM
10. MULTI-PURPOSE FIELD (BASEBALL & 135' x 270' SOCCER FIELD)
11. RELOCATED LITTLE LEAGUE / TEE BALL FIELD
12. RESTROOM / STORAGE BUILDING
13. MAINTENANCE BUILDING / / RESTROOM / STORAGE
14. OPEN LAWN AREA AND / OR MEADOW
15. 160' x 360' FOOTBALL / SOCCER FIELD
16. RELOCATED PAVILION / RESTROOMS
17. INCLUSIVE PLAYGROUND
18. 2-5 PLAYGROUND AREA
19. FITNESS AREAS
20. VOLLEYBALL OR CORNHOLE OR BOCCI OR SHUFFLEBOARD AREA
21. WALKING TRAIL / PEDESTRIAN WALKS
22. PURPLE MARTIN GREENWAY EXTENSION TO EDWARDS STREET / NORRIS PARK
23. STREAMSIDE SITTING / GATHERING AREA
24. POTENTIAL STORM WATER CONTROL MEASURE (SUBJECT TO ENGINEERING DESIGN & CALCULATIONS)
25. EXISTING / RENOVATED BASEBALL FIELDS
26. EXISTING PLAYGROUNDS
27. PURPLE MARTIN GREENWAY CONNECTION POINT

PROPOSED CONSTRUCTION PHASING

PHASE I – INFRASTRUCTURE AND PARKING

PHASE II – BASKETBALL AIRNASIUM & LITTLE LEAGUE / TEE BALL FIELD

PHASE III – AIRNASIUM, PICKLEBALL AIRNASIUM, & TENNIS COURTS

PHASE IV – FOOTBALL / SOCCER FIELD, PAVILION, AND PLAYGROUND AREAS

Crestview Street
Crestview Street
Park Street
Parkway Drive
Schematic Site Section
100-YEAR FLOODPLAIN
Cottage Lane
Parkway Drive
To Intersection with Hwy 221 and Purple Martin Greenway Trail (See Detail, left)



Crestview Park- Town of Rutherfordton

Master Plan

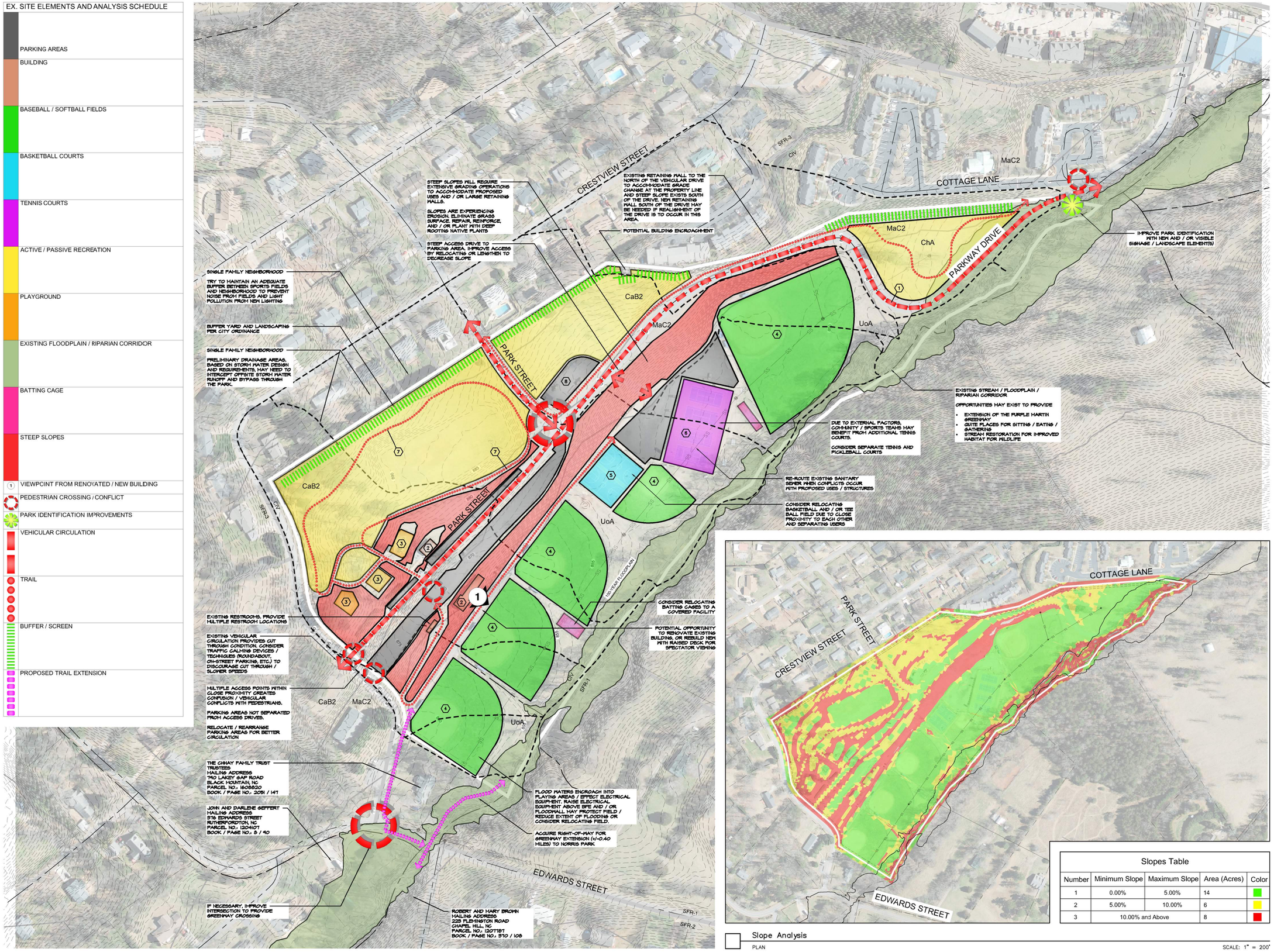
Town of Rutherfordton, Rutherford County, NC

June 2026

0 30' 60' 120'

EX. SITE ELEMENTS AND ANALYSIS SCHEDULE

- PARKING AREAS
- BUILDING
- BASEBALL / SOFTBALL FIELDS
- BASKETBALL COURTS
- TENNIS COURTS
- ACTIVE / PASSIVE RECREATION
- PLAYGROUND
- EXISTING FLOODPLAIN / RIPARIAN CORRIDOR
- BATTING CAGE
- STEEP SLOPES
- (1) VIEWPOINT FROM RENOVATED / NEW BUILDING
- PEDESTRIAN CROSSING / CONFLICT
- PARK IDENTIFICATION IMPROVEMENTS
- VEHICULAR CIRCULATION
- TRAIL
- BUFFER / SCREEN
- PROPOSED TRAIL EXTENSION



OVERALL EXISTING CONDITIONS KEYNOTE LEGEND

1. EXISTING VEHICULAR PARKING AREAS AND DRIVE AISLE
2. EXISTING SHELTER
3. EXISTING PLAYGROUNDS
4. EXISTING BASEBALL / SOFTBALL FIELDS
5. EXISTING BASKETBALL COURTS
6. EXISTING TENNIS COURTS
7. EXISTING WALKING TRAILS
8. EXISTING SERVICE AREA

SITE DATA AND GENERAL DEVELOPMENT STANDARDS

SITE ADDRESS	223 PARK STREET RUTHERFORDTON, NC 28139
PARCEL NUMBER	1610960
SITE ACREAGE	±25.90 ACRES ±1,128,204 SQUARE FEET
BOOK / PAGE	288 / 97
FEMA FIRM MAP	3710151900J
EXISTING ZONING	CIV (CIVIC)
SETBACKS	
FRONT	12'
SIDE	12' or as required by buffering standards and / or building type whichever is greater.
SIDE (CORNER LOT)	12' or as required by buffering standards and / or building type whichever is greater.
REAR	12' or as required by buffering standards and / or building type whichever is greater.
LOT AREA	20,000 SF
LOT WIDTH	96'
MAX. HEIGHT	XX'
OFF-STREET PARKING REQUIRED	
CIVIC FACILITIES	MIN. 1 PER 350 SF MAX. 1 PER 250 SF
ATHLETIC FIELDS	1 PER 2,500 SF OF FIELD 1 PER 1,000 SF OF FIELD
EXISTING PARKING PROVIDED	±111 PARKING SPACES
WHEEL GUARDS OR CURBS REQD.	All parking spaces abutting the perimeter or a landscape island shall be provided with wheel guards or curbs located so that no part of the parking vehicle will extend beyond the property line or encroach into a required planting area.
ENCLOSURE OF PARKING LOTS	Parking lots shall be enclosed by tree planting and / or building wall(s). Plantings shall be in accordance with the provisions of Article 11. For small lots (36 spaces or less), landscaping shall be required at the perimeter; for large lots (more than 36 spaces), landscaping shall be at the perimeter and palced to break the lot into parking areas of no more than 36 spaces.
BICYCLE PARKING SPACES	MIN. 5% of the parking spaces required for automobiles.
OPEN SPACE REQUIREMENTS	7.5% of lot area
BUFFER YARDS	Type C Avg Width: 20' Min. 15' Max. 40'
EVERGREEN TREE RATE / 100 LF	4
CANOPY TREE RATE / 100 LF	2
UNDERSTORY TREE RATE / 100 LF	3
SHRUB RATE / 100 LF	17
DEVELOPMENT DISTRICT	Civic
ADJACENT DISTRICT	Single Family Residential
STREET TREES	One (1) large maturing tree required for every 80 linear feet of street frontage. If overhead utilities are present, planting of one small maturing tree for every 40 linear feet of property abutting a street is required.
PARKING LOT PLANTING AREAS	Per Section 11.6-4
TREE CONSERVATION AREAS	Per Section 11.8
TREE CREDITS	Per Section 11.9

SOIL REPORT - UNIT DESCRIPTION

CaB2 – Cecil Sandy Clay Loam
2 – 8% slopes
Moderately Eroded
Well Drained
Uplands – Interfluves
Hydrologic Soil Group: B

ChA – Chewacla Loam
0 – 2% slopes
Frequently Flooded
Somewhat Poorly Drained
Flood Plains
Hydrologic Soil Group: B/D

MaC2 – Madison Clay Loam
8 – 15% slopes
Moderately Eroded
Well Drained
Hillslopes on Ridges
Hydrologic Soil Group:B

UoA – Udorthents, Loamy
0 – 3% slopes
Rarely Flooded
Well Drained
Flats on low stream terraces
Hydrologic Soil Group: C

Slopes Table				
Number	Minimum Slope	Maximum Slope	Area (Acres)	Color
1	0.00%	5.00%	14	
2	5.00%	10.00%	6	
3	10.00% and Above		8	

Slope Analysis
PLAN
SCALE: 1" = 200'

Crestview Park - Town of Rutherfordton
Overall Existing Conditions and Site Analysis
Town of Rutherfordton, Rutherford County, North Carolina
May 2026
0' 50' 100' 200'

Town Council of the Town of Rutherfordton

Rutherford County, North Carolina

Ordinance No. 01-27

AN ORDINANCE OF THE TOWN OF RUTHERFORDTON AMENDING THE BUDGET FOR FISCAL YEAR 2027

BE IT ORDAINED by the Town Council of the Town of Rutherfordton, does ordain as follows:

General Fund

Revenues	Increase	Decrease
Grant Revenue		
10.3842.0000	$ 500	
Fund Balance		
10.3991.0000	$ 6,026	
Expenditures		
Explorer Program		
10.5300.3111	$ 500	
Vehicle Service & Repair		
10.5600.3530	$ 3,546	
Vehicle Service & Repair		
10.5300.3530	$ 2,480	
PARC Salaries		
10.6200.1210		$ 4,000
Public Works Salaries		
10.5600.1210	$ 4,000	

INTRODUCED at the regular meeting of the Town of Rutherfordton on July 1, 2026.

ADOPTED this 1st day of July 2026 by the Town Council of the Town of Rutherfordton, North Carolina.

_____,
MAYOR Jimmy Dancy

ATTEST:

_____
Jeanie Hall, Town Clerk

APPROVED AS TO FORM:

_____
Elizabeth T. Miller, Town Attorney

Ordinance No. 01-27

Notes & Explanations

	Description	Account	Increase	Decrease
1	Grant Revenue	10-3842-0000	$500.00	
	Explorer Program	10-5300-3111	$500.00	
Notes	*Private grant for SPARK Camp*			
2	PARC Salaries	10-6200-1210		$4,000.00
	Public Works Salaries	10-5600-1210	$4,000.00	
Notes	*PT Custodial*			
3	Fund Balance	10-3991-0000	$3,546.00	
	Vehicle Service & Repair	10-5600-3530	$3,546.00	
Notes	*Carry Over from FY26 - Rubber Tracks*			
4	Fund Balance	10-3991-0000	$2,480.00	
	Vehicle Service & Repair	10-5300-3530	$2,480.00	
Notes	*Carry Over from FY26 - 2620 Repairs*			

REQUEST FOR COUNCIL ACTION

Date of Meeting: July 1, 2026

To: Rutherfordton Town Council

From: Jordan Jones, Community Services Director

Action Requested: Approve the Offer to Purchase and Contract for the acquisition of 144 Branch St. in the amount of $55,000, subject to the 10-day upset bid process and final court approval.

The acquisition of 144 Branch St. is being presented to Town Council following a recommendation from the Redevelopment Commission. The property consists of a single-family dwelling situated on approximately 4.01 acres and is being sold through a court-ordered sale. Execution of the Offer to Purchase and Contract is required to initiate the 10-day upset bid process.

Town staff and representatives from Rutherford Housing Partnership visited the property in May to assess the condition of the home. Based on that assessment, it is believed that rehabilitation costs would exceed the cost of demolition. If acquired, the Town's redevelopment strategy would be to remove the existing structure and evaluate and prepare the site for future housing opportunities. The project aligns with redevelopment goals of eliminating blighted properties and increasing the inventory of land available for future housing development.

Funding for the acquisition would be provided through the Dogwood Health Trust Collaboration and Innovation Grant, which includes sufficient funds to cover the purchase price, any upset bid increases, and associated legal expenses.

Recommendation: Approve the Offer to Purchase and Contract for the acquisition of 144 Branch St. in the amount of $55,000, subject to the 10-day upset bid process and final court approval.

Motion:_____ **Second:**_____ **Vote:**_____

OFFER TO PURCHASE AND CONTRACT

(Consult Standard Form 2G for guidance in completing this form.)

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer to Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:**

(a) **"Seller":** **Merrimon B. Oxley, Commissioner**

(b) **"Buyer":** **Town of Rutherfordton**

(c) **"Property":** Street Address: **144 Branch St.**
City: **Rutherfordton** Zip: **28139** County: **Rutherford** , NC
Lot/Unit _____ , Block/Section _____ , Subdivision/Condominium _____
Plat Book/Slide _____ at Page(s) _____ PIN/PID: **1653616**
Other description: **+/- 4.01 acres and all improvements**
Some or all of the Property may be described in Deed Book **635** at Page **127**

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).
The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

☐ *Additional Parcels.* If additional parcels are the subject of this Contract, any such parcels are described in an attached exhibit to this Contract, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Government authority over taxes, zoning, school districts, utilities, and mail delivery may differ from address. The Property shall include all the above real estate and all appurtenances thereto including the improvements located thereon and the fixtures and personal property in Paragraphs 2 and 3 below. If a manufactured home(s) or a separate septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

(d) **"Purchase Price"**:

$ **55,000.00**	paid in U.S. Dollars upon the following terms:
$ _____	BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer (*specify payment service*: _____)
$ _____	BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent within five days of the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer.
$ _____	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent no later than 5 p.m. on _____ , ***TIME IS OF THE ESSENCE*** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer
$ _____	BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s). See Loan Assumption Addendum (Form 2A6-T).
$ _____	BY SELLER FINANCING. See Seller Financing Addendum (Form 2A5-T).
$ _____	BY BUILDING DEPOSIT. See New Construction Addendum (Form 2A3-T).
$ **55,000.00**	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

(e) **"Seller Concessions"**: Seller shall pay at Settlement $_____ or _____% of the Purchase Price toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, including FHA/VA lender and inspection costs that Buyer is not permitted to pay, if any.

(f) **"Due Diligence Period"**: (Check only one) ☐ The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not "N/A") _____; **OR** ☒ The period extending for (insert a number only; not "N/A") **0** days after the Effective Date and ending at 5:00 p.m. on the last day of the period. ***TIME IS OF THE ESSENCE***.

(g) **"Settlement Date"**: The parties agree that Settlement will take place on **20 Days after Court Confirmation** unless otherwise agreed in writing, at a time and place designated by Buyer.

This form jointly approved by:
North Carolina Bar Association
NC REALTORS®

STANDARD FORM 2-T
Revised 7/2025
© 7/2025

Buyer's initials _____ _____ Seller's initials _____ _____

(h) "**Earnest Money Deposit**": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit," shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract. In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, Escrow Agent may remit the Earnest Money Deposit to the clerk of court or otherwise disburse it according to North Carolina Law if the Buyer and Seller cannot resolve the dispute by consent.

(i) **"Escrow Agent"** (insert name): **Law Office of Elizabeth T. Miller**. Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s). THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST-BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(j) "**Effective Date**": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initial lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 6(a) for Seller's remedy for any untimely delivered or dishonored funds.

(k) "**Due Diligence**": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(l) "**Due Diligence Fee**": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than "Seller" as that term is defined herein, and Seller agrees to be bound by such written direction. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(m) "**Settlement**": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(n) "**Closing**": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under paragraph 12 (Delay in Settlement/Closing).

Attorney Closings in North Carolina: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be conducted only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. Accordingly, it is the position of the North Carolina Bar Association and NC REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(o) "**Special Assessments**": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(b) and 8(k).

2. **FIXTURES AND EXCLUSIONS**: The parties should not assume that an item will or will not be included in the sale based on a statement or advertisement outside this Contract. See paragraph 19 for details. Buyer and Seller should ensure this paragraph accurately reflects the entire agreement of Buyer and Seller.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Thermostats
- Storage shed; utility building
- Solar electric and solar water heating systems
- Electric vehicle chargers
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Window/Door blinds and shades; curtain/drapery rods and brackets; door and window screens and combination doors; awnings and storm windows
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:
None

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey. Any items leased or not owned by Seller that Seller wishes to convey under certain conditions - for example, if Seller wishes for Buyer to assume a fixture loan before conveying an item - should be addressed in an attorney-drafted addendum after consulting with the lender, if any.

(e) **Other Items That Do Not Convey:** The following items shall not convey *(identify those items to be excluded under subparagraphs (a) and (b)):* **None**

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any. Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value. Any personal property that is part of the sale should be identified in this paragraph. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed here can be included: **Any remaining items in or on property**

4. **BUYER'S DUE DILIGENCE PROCESS:** BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. *Seller is not obligated to grant an extension*. If Buyer terminates outside the Due Diligence Period, Buyer may lose their Earnest Money Deposit. Buyer may continue to investigate the Property following the expiration of the Due Diligence Period as allowed under paragraphs 4 and 8(c) herein.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any. *There is no loan or appraisal contingency in this Contract*. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).

(vii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

© 7/2025

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following: (i) Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION; (ii) Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property. Buyer is strongly advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

(e) **Buyer's Obligation to Repair Damage**: Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations, and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason; by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), ***TIME IS OF THE ESSENCE***. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:** Buyer's obligations under this Contract are not conditioned on obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some loans and programs providing funds to Buyer may impose repair obligations or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

☒ **Cash**. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement ☐ is ☒ is not attached.

OR:

☐ **Loan(s)/Other Funds.** Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources. Material changes to the following are material facts that must be disclosed. The parties should note that some loans may have repair obligations or other costs on Seller or Buyer.

Check all applicable sources:

☐ First Mortgage Loan: Buyer intends to obtain a first mortgage loan of the following: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ USDA ☐ Other type: _____

_____

in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.

☐ Second Mortgage Loan: Buyer intends to obtain a second mortgage loan as follows: _____

_____

☐ Other funds: Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

_____

_____

(b) **Other Property:** This subparagraph is only a disclosure by Buyer and does not make this contract contingent on the sale of Buyer's other property. If Buyer and Seller wish to make this Contract contingent on the sale of Buyer's other property, then the parties should attach an attorney-drafted, custom addendum.

Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

☐ (*Check if applicable*) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (*Check if applicable*) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (*check only ONE of the following options*):
☐ is listed with and actively marketed by a licensed real estate broker.
☐ will be listed with and actively marketed by a licensed real estate broker.
☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement** *(check only one):*
☐ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
☒ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): **Court Ordered Sale** _____.

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** *(check only one):*
☒ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
☐ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____ _____.

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing. The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

6. **BUYER OBLIGATIONS:**

(a) **Timely Payment of Earnest Money Deposit and Due Diligence Fee; Dishonored Funds:**

(i) Buyer must timely pay the Earnest Money Deposit and Due Diligence Fee. Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one banking day after written notice to deliver cash, official bank check, wire transfer, or electronic transfer to the payee. Form 355 may be used to demand funds from Buyer.

(ii) In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(iii) If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer. Buyer shall be responsible for additional costs, if any, associated with such transfer.

(b) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to: (i) any loan obtained by Buyer; (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract; (iii) appraisal; (iv) title search; (v) title insurance; (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement; (vii) recording the deed; and (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(d) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (i) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (ii) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller ☐ has owned the Property for at least one year; ☒ has owned the Property for less than one year; or ☐ does not yet own the Property.

(b) **Lead-Based Paint** *(check if applicable)*: ☒ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum, Form 2A9-T). IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER'S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.

(c) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney and/or lender true and accurate copies of the following items affecting the Property, including any amendments: Seller's statement of account; master insurance policy showing the coverage provided and the deductible amount; Declaration and Restrictive Covenants; Rules and Regulations; Articles of Incorporation; Bylaws of the owners' association; current financial statement and budget of the owners' association; parking restrictions and information; and architectural guidelines.

☐ Name of Association 1: _____ whose regular assessments ("dues") are $ _____ per _____ . The name, address and telephone number of the president of the owners' association or the association manager is: _____ .
Owners' association website address, if any: _____

☐ Name of Association 2: _____ whose regular assessments ("dues") are $_____ per _____ . The name, address and telephone number of the president of the
owners' association or the association manager is: _____ .
Owners' association website address, if any: _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there ☐ is ☒ is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

☐ Tank 1: ☐ currently in use ☐ currently NOT in use

- Ownership: ☐ owned ☐ leased. If leased, name and contact information of tank lessor: _____
  _____
- Location: ☐ above ground ☐ below ground
- Type of fuel: ☐ oil ☐ propane ☐ gasoline and/or diesel ☐ other: _____
- Name and contact information of fuel vendor: _____

☐ Tank 2: ☐ currently in use ☐ currently NOT in use

- Ownership: ☐ owned ☐ leased. If leased, name and contact information of tank lessor: _____
- Location: ☐ above ground ☐ below ground
- Type of fuel: ☐ oil ☐ propane ☐ gasoline and/or diesel ☐ other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(d) or 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens. Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

(iv) **Inspections;** Supplier Consent: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel. State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property ☐ is ☒ is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. **SELLER OBLIGATIONS:**

(a) **Evidence of Title and Payoff Statement(s):**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) As soon as reasonably possible after the Effective Date, Seller shall provide to the closing attorney all information needed to obtain a written statement of Seller's account from any owners' association or HOA management company associated with the Property. Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf a written statement of Seller's account as to the Property. Upon request from the closing attorney, Seller shall immediately pay any fees charged by the owners' association or HOA management company for such written statement.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to: (i) conduct any Due Diligence, investigations, or inspections; (ii) verify the satisfactory completion of negotiated repairs/improvements; and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Settlement Deliverables:** If requested by the closing attorney, Seller shall furnish, prior to or at Settlement, the following items in a form satisfactory to Buyer and Buyer's title insurer, if any:

(i) Affidavit and indemnification agreements or other documents that: (1) cover any potential materialman's lien under N.C.G.S. § 44A-8 for labor, services, materials, or rental equipment used on the Property within 120 days of Settlement; (2) address the closing attorney's difficulty in accessing electronic records with the register of deeds and the clerk of court; and (3) allow Buyer to obtain a title insurance policy, subject to the exceptions in paragraph 8(g) below.

(ii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller will also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). If Seller does not provide this certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

Commissioner's Deed

(g) **Good Title, Legal Access:** Seller shall execute and deliver a _____ or the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (i) ad valorem taxes for the current year; (ii) utility easements and unviolated covenants, conditions or restrictions; and (iii) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way. Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If Buyer establishes that a violation exists after the Effective Date and prior to Closing, then Buyer must promptly notify Seller and Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only)_____ .

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Home Warranty:** *(Select one of the following):*

☒ No home warranty is to be provided by Seller.

☐ Buyer may obtain a one-year home warranty at a cost not to exceed $ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of $ _____ which includes sales tax and will pay for it at Settlement.

9. **CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fee incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;

(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;

(iii) any fees charged for transferring or updating ownership records of the association; and
(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**
(i) charges for providing information required by Buyer's lender;
(ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
(iii) charges for determining restrictive covenant compliance.

10. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
(c) **Rents:** Rents, if any, for the Property;
(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. **CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(n) unless otherwise provided below:
☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
☐ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
☐ Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. **ADDENDA:** Buyer and Seller should note that real estate brokers *cannot* draft addenda to this Contract.

☐ Additional Provisions Addendum (Form 2A11-T)
☐ Additional Signatures Addendum (Form 3-T)
☐ Back-Up Contract Addendum (Form 2A1-T)
☐ FHA/VA Financing Addendum (Form 2A4-T)
☐ Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
☐ Loan Assumption Addendum (Form 2A6-T)
☐ New Construction Addendum (Form 2A3-T)
☐ Owners' Association Disclosure Addendum (Form 2A12-T)
☐ Seller Financing Addendum (Form 2A5-T)
☐ Short Sale Addendum (Form 2A14-T)
☐ Vacation Rental Addendum (Form 2A13-T)

☒ Identify other attorney or party drafted addenda: **Only a commissioner's deed will be offered. Sale is subject to 10 Day Upset Bid Period and Court Approval and Confirmation as required by Chapter 1, Article 29A of NC General Statutes.**

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 6(a) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NC REALTORS® AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Buyer: (Name) **Town of Rutherfordton** (Signature) _____ (Date) _____

Buyer: (Name) _____ (Signature) _____ (Date) _____

Entity Buyer: (Name of LLC, Corp., Trust, etc.) **Town of Rutherfordton**

By: (Name & Title) **Jimmy Dancy, Mayor** (Signature) _____ (Date) _____

Seller: (Name) **Merrimon B. Oxley, Commissioner** (Signature) _____ (Date) _____

Seller: (Name) _____ (Signature) _____ (Date) _____

Entity Seller: (Name of LLC, Corp., Trust, etc.) _____

By: (Name & Title) _____ (Signature) _____ (Date) _____

WIRE FRAUD WARNING

Buyer: Before wiring any funds, call the closing attorney's office and verify instructions. If you receive wiring instructions for a different bank, branch location, or account after verifying with the closing attorney, presume the instructions are fraudulent, do not send funds, and call the closing attorney again immediately.

Seller: If your closing proceeds will be wired, you should provide wiring instructions at Settlement in writing and in the presence of the attorney. If you are unable to attend Settlement, you may be required to send an original notarized directive to the closing attorney's office with wiring instructions. This may be sent with the deed, lien waiver, and tax forms.

Both Buyer and Seller should independently obtain the closing attorney's phone number to ensure it is legitimate. Do not rely on a phone number from an email, even from the closing attorney's office, your real estate agent, or anyone else.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: **129 N. Main St. Rutherfordton, NC 28139**

Buyer Fax#: _____

Buyer E-mail: **jdancy@rutherfordton.net**

SELLER NOTICE ADDRESS:

Mailing Address: **138 S. Broadway St., Forest City, NC 28043**

Seller Fax#: _____

Seller E-mail: **mboxley@wolfandoxleylaw.com**

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: **RE/MAX JOURNEY**
Acting as ☐ Buyer's Agent ☐ Seller's(sub)Agent ☒ Dual Agent
Firm License #: **C27610**
Mailing Address: **121 Laurel Drive, Rutherfordton, NC 28139**

Individual Selling Agent: **Jamie Oxley**
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: **281205**

Selling Agent Phone#: **(828) 606-2557**

Selling Agent Fax#: **(828)287-4223**

Selling Agent E-mail: **ejames_oxley@bellsouth.net**

Listing Firm Name: **RE/MAX Journey**
Acting as ☐ Seller's Agent ☒ Dual Agent
Firm License #: **C27610**
Mailing Address: **121 Laurel Dr., Rutherfordton, NC 28139**

Individual Listing Agent: **Jamie Oxley**
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: **281205**

Listing Agent Phone#: **(828)606-2557**

Listing Agent Fax#: **(828)287-4223**

Listing Agent E-mail: **ejames_oxley@bellsouth.net**

STANDARD FORM 2-T
Revised 7/2025
© 7/2025

Buyer's initials _____ _____ Seller's initials _____ _____

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OFFER TO PURCHASE AND CONTRACT
ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: **Merrimon B. Oxley, Commissioner** ("Seller")
Buyer: **Town of Rutherfordton** ("Buyer")
Property Address: **144 Branch St., Rutherfordton, NC 28139** ("Property")

☐ **LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of $ _____ , receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: **RE/MAX Journey**

By: _____
(Signature)
Jamie Oxley
(Print name)

☐ **SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of $ _____ , receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____
(Signature)
Merrimon B. Oxley, Commissioner

Date: _____ Seller: _____
(Signature)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of $ _____ . Escrow Agent as identified in Paragraph 1(i) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: **Law Office of Elizabeth T. Miller**

By: _____
(Signature)

_____
(Print name)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of $ _____ . Escrow Agent as identified in Paragraph 1(i) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: **Law Office of Elizabeth T. Miller**

Time: _____ ☐ AM ☐ PM By: _____
(Signature)

_____
(Print name)

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ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

144 Branch St., Rutherfordton, NC 28139

Buyer(s): Town of Rutherfordton

Seller: Merrimon B. Oxley, Commissioner

A) Seller's obligation to sell the subject property to Buyer pursuant to the terms hereof is conditioned upon and subject to Seller's satisfying the requirements of Chapter 1, Article 29A of the North Carolina General Statutes regarding a sale of property at private sale by the Commissioner. See Rutherford County Superior Court File No. 25SP000027-800

B) Closing will be contingent upon the expiration of a 10-day Upset Bid Period and receipt by the Commissioner of an Order Confirming Sale from the Rutherford County, North Carolina Clerk of Superior Court; and

C) In the event that an executed Offer to Purchase and Contract is upset during the 10-day Upset Bid Period, or the Clerk of Court does not enter an Order Confirming Sale, then this Agreement shall automatically be terminated. Seller shall have no further obligation under this Agreement to Buyer, and Buyer will receive a refund of the Due Diligence Fee and Earnest Money Deposit, as applicable. The Commissioner is not responsible for the Buyer's costs associated with due diligence. Buyer is cautioned not to incur due diligence costs (e.g. home inspection, termite inspections, appraisals, etc.) until the expiration of the 10-day Upset Bid Period.

D) Merrimon B. Oxley, Commissioner, will transfer title to the property by **Commissioner's Deed** at closing.

E) The property is sold in "AS IS" condition.

F) The terms of the contract will be made public record upon submission to the Clerk of Court for approval.

BUYER(S)

_____ _____
Date

_____ _____
Date

SELLER

_____ _____
Merrimon B. Oxley, Commissioner Date

REQUEST FOR COUNCIL ACTION

Date of Meeting: July 1, 2026

To: Rutherfordton Town Council

From: Jordan Jones, Community Services Director

Action Requested: Approve the architectural services contract with Sovereign Architecture in the amount of $17,450, subject to Town Attorney review and approval of contract terms and conditions.

The Town is seeking architectural services for a redevelopment project in the Fairview neighborhood that includes construction of a duplex and an accessory dwelling unit (ADU) on the same lot. In partnership with Rutherford Housing Partnership (RHP) and Isothermal Community College (ICC), the ADU will serve as a demonstration project to showcase ADUs as a housing option in Rutherfordton.

The scope of services includes mentoring ICC drafting students during development of conceptual ADU plans, preparing permit-ready and construction documents for the selected ADU design, and securing licensing rights for up to three additional builds of the selected plan. Staff intends to establish an application process for interested property owners, allowing approved applicants to utilize the ADU plans for future construction projects, helping reduce barriers to ADU development and expand local housing opportunities.

This comes recommended for approval by the Rutherfordton Redevelopment Commission. This expense would be paid for from the Dogwood funds set to expire in December 2026. Funds to cover this expense are currently at: $37,117.50.

Recommendation: Approve the architectural services contract with Sovereign Architecture in the amount of $17,450, subject to Town Attorney review and approval of contract terms and conditions.

Motion:_____ **Second:**_____ **Vote:**_____

AGREEMENT BETWEEN ARCHITECT AND OWNER

This Agreement between Sovereign Architecture (the "Architect") and the Town of Rutherfordton, North Carolina ("Owner") is made as of July 6th, 2026 ("Effective Date"). Owner and Architect Agree as set forth below, including Exhibit A, "General Terms and Conditions" attached hereto, which is incorporated by reference. Capitalized terms shall have the meanings ascribed to them in this Agreement.

Project Description (the "Project"):

This Project consists of construction of new, freestanding structure located at:

V/L Cowan St, Rutherfordton NC, 28139 (Parcel ID #1201397).

-The project will consist of a new approximately 600-700 square foot wood-frame Accessory Dwelling Unit structure consisting of living space, (1) full bathroom, (1) bedroom w/ closet, full kitchen, covered porch, and misc. service spaces. Layout & schematic design to be developed in collaboration with Isothermal Community College & Town of Rutherfordton.

Architect's Basic Services ("Basic Services"):

The Architect shall provide the following Basic Services in a manner consistent with locally accepted standards for professional skill and care:

□ Consulting & mentorship of I.C.C. Fall 2026 design class, to develop Design Schematics
□ Code Compliance Review
□ Schematic Design review, based on selected schematic design developed w/ I.C.C.
□ Design Development
□ Comprehensive Construction & Permit Documents
(incl. full architectural scope, framing plans, schematic plumbing, electrical & HVAC layouts)

□ Construction Observation/Administration (As Req'd, - Billed Hourly)

These Basic Services includes preparation of architectural drawings necessary to obtain a building permit (including up to 4 hours for obtaining building permits, including communicating with municipal and neighborhood committees as set forth in more detail under Additional Services in Exhibit A below), but does not include engineering drawings beyond those listed in the Basic Services above.

In addition, the Architect will attend meetings and coordinate with the following consultant team members hired by the Owner: structural engineer, civil engineer, mechanical, electrical and plumbing engineer, geotechnical engineer, landscape designer, interior designer. Coordination with the aforementioned consultants shall be limited to 4 hours. Architect's coordination time in excess of that specified above, or with any other consultants other than those listed above is billed as Additional Services.

Any services not set forth above as Basic Services and/or that result from any increase or decrease or other change in the scope of the Project as described above shall be considered additional services, as set forth in more detail in Exhibit A ("Additional Services"), and shall be billed at the Hourly Rates as defined in Exhibit A.

Fee Agreement ("Fee"):

The Fee set forth below is derived from the Architect's hourly rates as set forth in Exhibit A. Any Additional Services will be billed at such Hourly Rates. As a material term to this Agreement, all parties hereto agree that all Fee and Hourly Rate information shall be strictly confidential and shall not be disclosed to any party outside this Agreement and any discussion of Fee and Hourly Rate for the Architect and/or the Architect's employees or contractor's services shall be exclusively between Owner and Architect and not with any Architect's employee or contractor.

□ **Fixed Fee.** Based on the current scope of the Project and our understanding of our services to complete it, the Architect's fee shall be a fixed fee of **$17,450** plus $6 per square foot for any square footage over 1,000. Any increase or decrease or other change in the scope of the Project shall be Additional Services billed at the Hourly Rates set forth in Exhibit A.

The Fee shall be paid to Architect based upon the following schedule:

Payment	Percentage of Total Fee Payable	Fee For This Phase*	Monthly Payment Schedule
Initial Payment due at signing	20%	$3,490	July 15th, 2026
Monthly Payment	20%	$3,490	August 15th, 2026
Monthly Payment	20%	$3,490	September 15th, 2026
Monthly Payment	20%	$3,490	October 15th, 2026
Final Payment	20%	$3,490	November 15th, 2026
Construction Admin. Phase	--	Billed Hourly As Req'd	

Initial payment is due at signing and is the minimum payment under this agreement. The monthly payment schedule is irrespective of design phase, which is entirely dependent on Phase approvals by Owner.

Note: Construction Admin/Observation Phase services, including letters, sketches & contractor communication to be billed hourly.

*Owner acknowledges and agrees that the determination of when a Phase is complete is at the sole discretion of the Architect.

Architect and Owner have reviewed the foregoing Agreement, including the General Terms and Conditions included as Exhibit A, and hereby accept and agree to all terms of this Agreement as of the Effective Date first set forth above.

ARCHITECT

_____

Aaron J Henderson, RA, NCARB

OWNER

_____

Jordan Jones, *for Town of Rutherfordton*

Exhibit A
Standard Terms and Conditions for Architectural Services

Hourly Rate ("Hourly Rate") and Reimbursable Expenses

Title	Rate per Hour
Principal	$200
Project Manager/Interior Designer Rates	$120
Staff Designer/CADD Operator	$85
Clerical Staff	$65

Travel time shall be billed at 50% of the above hourly rates. The "daily rate" for a Principal is $1,200 outside the WNC (Charlotte-Asheville) metro area, plus travel expenses (*e.g.* transportation, meals, lodging.)

Additional Services shall be billed at these Hourly Rates.

Owner is responsible for miscellaneous expenses the Architect incurs during the performance of the Architect's services. Miscellaneous reimbursable expenses will be charged as follows: Black and white prints $8 per sheet (24"x 36" size). Black and white prints at $5 per sheet (18" x 24"). Color prints mounted on boards: $75 (24"x36"). Mileage is billed at $0.60 per mile. All other reimbursable expenses are billed at cost plus 15%.

Owner Responsibilities

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a builder/contractor, experienced in the type of Project to be constructed and who will construct the Project and provide pricing estimates and information. Selection of the builder/contractor is solely the Owner's responsibility.

Owner shall review the Project documents and parameters throughout the development of the plans. Should the Owner not agree with any aspects of the plans, including the most up-to-date construction cost projections and allowances, Owner is required to communicate this information to the Architect expeditiously. It is the Owner's responsibility to consult regularly with the builder/contractor to determine any change in the estimated cost of the Project. The Owner acknowledges that any additions to the Project or increase in scope will increase the cost of the Project.

The Owner agrees to provide the Architect updates on any changes to the cost of construction, and without waiving the requirement of Owner continuous disclosure to the Architect, the Owner authorizes the Architect to consult directly with the builder regarding any changes in cost of construction for the Project.

Owner agrees to allow the Architect to post a sign on the jobsite identifying the Architect and the Architect's contact information throughout the duration of the Project. The Owner will allow the Architect to have the house professionally photographed upon it's completion. The Owner will allow the Architect to publish the home in magazines, websites and other media and enter the home into design competitions. If the Owner wishes, the Architect will endeavor to maintain the confidentiality of the Owner when the house is published. Owner agrees to credit the Architect in any publications, websites, advertisements or representations of the Project.

Services and Additional Services

Any services other than the Basic Services described above shall be considered Additional Services. Revisions and addenda to any approved phases of services shall be considered Additional Services. Additional Services are services which are beyond the Basic Services specifically described above, and may result from a variety of changing conditions including (1) changes that increase or decrease the size, quality or complexity of the Project; (2) directives that are inconsistent with approvals previously given by the Owner; (3) revisions to documents caused by a change in the

construction budget and/or the schedule; (4) Site visits and meetings, to the extent they exceed the amount specified in above or that would be normal for a project such as the Project; (5) Serving as a witness or providing documents in any matter in which the Architect is not a party; (6) time resulting from suspension of work on the Project for sixty (60) days or more, in which case the Architect shall also be entitled to receive remobilization fees. Delays and schedule changes not the fault of the Architect shall entitle the Architect to an equitable adjustment of any fixed fee. (7) Architect's time to coordinate or consult on work either done by Owner or contracted by the Owner directly.

Basic Services includes up to 4 hours of Architect and staff time for obtaining permits (including land use, zoning, flood plain, architectural control committees, and historical property designations) from municipal agencies and neighborhood or community groups, including communication with such agencies or groups, and attendance at any meeting or hearing before such agencies/groups. Any Architect time spent beyond 4 hours on such permitting shall be charged as Additional Services.

Should the Owner terminate its relationship with the builder/contractor it initially hires or otherwise employ a different builder/contractor than the Owner initially employed, Architect will be entitled to compensation for all work with said new builder/contractor as Additional Services.

Drawings & related specifications for a rainwater collection system (or infrastructure to support a future system) and/or a solar energy system are available and are billed as Additional Services, in the event a specialized consultant is not involved in the Project.

All meetings in the Architects office, and all online meetings are included in Basic Services. Any meeting or site visits outside of the Architect's office or designated meeting space (not including agreed-to Construction Administration) shall be billed as Additional Services.

In the event the project is not submitted to the AHJ within 120 days off issuance by the Architect, any revisions to the project required to obtain a permit for construction shall be considered and billed as Additional Services payable by the Owner prior to release of said revisions for permit.

Percentage of Construction Costs (if applicable)

This section is only applicable if you have agreed to a Fee based upon Percentage of Construction Costs. If the estimated construction cost increases by over $100,000 over the initial budget, then the Fee shall increase proportionately (calculated at the first dollar of increase) in addition to any Fees for Additional Services.

Ultimately this Fee adjustment will be based upon the chosen builder/contractor's final pay request plus the cost to build features not built or value-engineered, but included in tile Architect's Construction Documents before value engineering (cost cutting). The cost of these designed but un-built or downgraded features will be based on the final acceptable bid or estimate derived from the construction documents before value-engineering.

For these purposes, the builder's cost includes the "hard" cost to build the project, including all items designed, specified, coordinated, or consulted on by the Architect, including material, product, fixture & appliance allowances; water and rainwater systems, septic systems, swimming pool and associated patio; fencing gates & security systems, home automation and audio/video systems, hard-scaping, permanent landscape features (including site preparation & final grading); accessory structures; solar, wind and other alternative energy systems (excluding rebates) etc. (whether purchase by the Owner directly or through the builder/contractor)—plus the builder's overhead, profit, fees, supervision and expenses.

If no Builder or Contractor is selected, or if this agreement is terminated prematurely, the fee adjustment shall be prorated based on the most reasonable bid or most up-to-date estimate based on the most current development of drawings and specifications.

Adjustments to the Architect's fee due to a variance between the construction budget stated above and the most recent construction cost estimate or the final pay request are to be paid within thirty days of billing.

Payments:

Payments are due upon receipt, invoiced prior to the meeting, and payable at the meeting where the Architect's work is presented, unless other arrangements have been made. Any amounts not paid within 30 days accrue interest at the rate of 5% per annum. Payments made by PayPal or credit card will be charged a 3% service fee.

Budgets and Cost Analysis

The Architect's participation in any budget process and any value engineering is provided only for determining general scope and quality parameters and to provide general assistance to the Owner in developing budgets and estimates of construction cost. In no event shall Architect be deemed responsible for, or have any liability with respect to, the accuracy of any budget or cost estimate or the certification or verification of any payments to contractors. The Owner shall have the sole responsibility to assure cost compliance and limitations in the Owner's contracts with its contractors.

Owner should be particularly aware that any change in the scope of the Project, such as changes described in the Services and Additional Services section, will directly affect the Project Budget and Cost Analysis.

Termination, Suspension, or Abandonment

The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for Architect to suspend or terminate services. Either Architect or Owner may terminate this Agreement after giving no less than ten (10) days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. In the event of termination, suspension or abandonment of the Project by the Owner or Architect, the Architect shall be compensated for all services performed, including for all phases completed or partially completed. Upon termination by the Owner, Architect shall be entitled to the foregoing compensation plus 10% of the total contract amount (Fee) as liquidated damages to compensate Architect for the Architect's team's close-out costs.

Upon any termination of this Agreement by Owner or Architect and the Architect's services are not continued through the completion of the Project for any reason, the Owner shall be permitted to use the Architects Instruments of Service (see below) under the following conditions:

> ***The Architect and its consultants have been paid in full pursuant to the terms of this section;***
>
> ***Upon the release of Architect's documents (including electronic files), the Architect and its consultants (if any) shall have no liability in connection with the Architect's drawings or specifications; and:***
>
> ***The Owner shall (and shall require any management or design professionals engaged by Owner to complete the Project to) indemnify, defend and hold harmless Architect from any and all losses, claims, expenses or liabilities arising from (i) the use of the Architect's Instruments of Service as may be used, revised and/or altered and (ii) the completion of the improvements on the Project.***

_____ ***Owner Initials***

Instruments of Service

Plans, specifications, concepts, designs, drawings, calculations and other documents, including those in electronic form, prepared by Architect or its consultants are "Instruments of Service" useful with respect to this Project. Architect and its consultants shall be deemed the authors and owners of the Instruments of Service prepared by them and shall retain all common law, statutory and other reserved rights, including copyrights. Architect grants to the Owner a non-exclusive, non- assignable license to use, and to sublicense contractors to use, Architect's Instruments of Service solely to construct, use and maintain the Project, provided that the Owner complies with all of its obligations, including prompt payment of all sums when due, under this agreement. Any termination of this agreement prior to completion of the Project shall terminate this license, and Owner shall refrain from making reproductions of Instruments of Service and shall return to

Architect all originals and reproductions except as set forth in Termination, Suspension, or Abandonment section above. Submission or distribution of Instruments of Service to meet regulatory requirements or for similar purposes is not publication in derogation of the reserved rights of Architect. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk. If Architect's services involve the provision of any prototypical design, the license granted hereunder shall extend only to such number of each prototype as is specified in this Agreement. Further use of the Instruments of Service shall require an additional license fee to be agreed between Architect and Owner.

Architect's rights and services and obligations of Owner hereunder may not be assigned or reassigned by Owner without specific written agreement of Architect. There are no third party beneficiaries to this agreement.

Limitation of Liability

In light of the limited ability of Architect to affect the risks inherent in the Project (particularly in relation to the builder/contractor), and of the disparity between Architect's fee and the potential liability for problems or alleged problems with the Project, and in consideration of Architect's undertaking of the obligations imposed by this Agreement, Owner agrees to limit the total aggregate liability concerning or related to the project of Architect and Architect's sub-consultants, and their respective principals and employees, on any and all legal or equitable theories and concerning any and all kinds of causes of losses, to the fullest extent allowed by law as to Owner and all third parties, to the amount of Architect's Fee actually paid to Architect under this Agreement, or the amount receivable from the Architect's Professional Liability Insurance, whichever is greater. Accordingly, you agree to limit Architect's liability for any and all injuries, claims, expenses or damages whatsoever from any cause or causes, including, but not limited to negligence, errors, omissions, breach of warranty, breach of contract, arising out of the performance of services for this project to the amount of total compensation received by the Architect for this Project.

_____ ***Owner Initials***

Merger and Amendment

This written Agreement represents the sole and entire Agreement between the parties hereto and shall supersede any and all prior agreements and understandings between the parties, oral or written. The parties acknowledge and agree that no representations were made inducing the execution and delivery hereof, except such representations as are specifically set forth herein. The parties acknowledge that all have relied on their own judgment in entering into this Agreement, and that this Agreement and all other instruments referenced in this Agreement are not being executed in reliance upon any statement, representation, omission, and/or conduct of any other party or the attorney for any other party.

Nothing in this Agreement shall create a contractual or quasi-contractual relationship or cause of action for the benefit of any third party against either Architect or Owner. Neither Architect or Owner shall assign or transfer any part of its interest in this Agreement without the written consent of the other party. This Agreement shall not be amended or modified without written consent of the parties hereto.

Dispute Resolution

In the event of any dispute arising from or related to the services provided under this Contract ("Disputes"), the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

THE NORTH CAROLINA BOARD OF ARCHITECTURAL EXAMINERS HAS JURISDICTION OVER COMPLAINTS REGARDING THE PROFESSIONAL PRACTICES OF PERSONS REGISTERED AS ARCHITECTS IN THE STATE OF NORTH CAROLINA. THE BOARD'S CURRENT MAILING ADDRESS IS 434 FAYETTEVILLE ST, SUITE 2005, RALEIGH, NC 27601 AND THEIR TELEPHONE NUMBER IS 984-328-1161.

Exhibit B

Limited License Agreement

Limited License for Reuse of Design Documents

Architect retains all common law, statutory, and other reserved rights, including copyrights, in the Instruments of Service prepared for this Project. Upon full payment of all fees due under this Agreement, Architect grants Owner a limited, non-exclusive, non-transferable license to reuse the completed permit documents for **up to three (3) additional projects** within the jurisdiction of the Town of Rutherfordton.

This license is expressly limited to projects utilizing the identical design depicted in the original permit documents. No modifications, revisions, redesign, or adaptations of the design or construction documents are permitted under this license, except for those revisions made by Architect solely to reflect the specific project address and other project identification necessary for permitting each additional project.

Any changes to the design, building configuration, dimensions, materials, structural systems, or other design elements shall constitute a new architectural service and shall require a separate written agreement and additional compensation. This license may not be assigned, transferred, or sublicensed without Architect's prior written consent. Any reuse beyond the three (3) authorized additional projects, or any unauthorized modification or reuse of the Instruments of Service, is prohibited and constitutes copyright infringement.

Architect shall have no responsibility or liability for any unauthorized modification, alteration, or reuse of the Instruments of Service by Owner or others without Architect's written approval.

Aggregate Limitation of Liability

The parties agree that the Limitation of Liability set forth in the Agreement Between Architect And Owner shall apply collectively to the original Project and all authorized reuses of the Instruments of Service under this Limited License Agreement. Architect's total cumulative liability arising out of or relating to the original Project, this License, or any of the authorized additional projects, whether in contract, tort, warranty, or otherwise, shall not exceed the total architectural design fee paid to Architect under the original Architectural Services Agreement. This Limitation is an aggregate cap applicable to all claims arising from all authorized uses of the design and shall not apply separately to each individual project.

_____ ***Owner Initials***

REQUEST FOR COUNCIL ACTION

Date of Meeting: July 1, 2026

To: Mayor and the Town Council

From: Doug Barrick, Town Manager

Action Requested: **Approval of Amendments to Rostan Solutions Task Orders for FEMA Public Assistance Services**

The Town currently contracts with Rostan Solutions for grant management and technical consulting services associated with FEMA Public Assistance recovery efforts, including the Maple Street municipal buildings. The existing task orders have nearly exhausted their authorized funding while the project remains in FEMA's Scope and Cost Development phase.

Current Task Order Status

Grants Management: $50,000 authorized; $47,087.58 expended; $2,912.42 remaining.
Building Consulting Services (BCS): $75,000 authorized; $75,005 expended; $0 remaining.

To date, Rostan has provided FEMA and State coordination, eligibility and policy support, insurance reconciliation assistance, technical reviews, responses to Requests for Information (RFIs), scope and cost development, and ongoing project management throughout FEMA's review.

Over the next 60–90 days, anticipated work includes responding to FEMA's current RFI, insurance reconciliation support, review and acceptance of FEMA's scope and cost determination, project obligation activities, additional technical support as needed, and continued coordination with FEMA and the State. Following obligation, Rostan anticipates providing reimbursement request preparation, quarterly reporting, audit support, financial reconciliation, time extension requests, and grant closeout services over the life of the project.

Rostan estimates approximately 260 additional hours of Grants Management services (approximately $50,000) and 25 hours of Building Consulting Services (approximately $5,000) remain through FEMA closeout. The firm reports that FEMA has currently proposed approximately $1.23 million in eligible funding

Motion:_____ Second:_____ Vote:_____

while applying an anticipated $1.08 million insurance reduction that the Town continues to dispute. The Town's submitted repair and abatement estimates total approximately $5.37 million for both Maple Street properties, and Rostan believes the final obligated amount should remain well above $2.5 million if the insurance reconciliation is resolved appropriately.

Staff requested additional justification before presenting these amendments to Council. Rostan has provided updated expenditure information, remaining scope of work, anticipated deliverables, and an explanation of the ongoing FEMA review challenges. Council is asked to consider the requested amendments to ensure

Recommended Action: Approve amendments to the Grants Management and Building Consulting Services (BCS) Task Orders with Rostan Solutions to provide continued FEMA Public Assistance support for Hurricane Helene recovery projects, subject to Town Attorney review and approval of the contract amendments.

Motion:_____ Second:_____ Vote:_____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 02
Amendment: 03

Subject to the Agreement for Professional Services between Rutherfordton NC ("**CLIENT")** and Rostan Solutions, LLC ("**ROSTAN**"), effective as of December 11, 2024 ("**Agreement**") the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. **Basic Project Information**.

Project Name:	DR-4827 (Helene) Building Consulting Services
Services Project Location:	Rutherfordton, NC
CLIENT Representative:	Doug Barrick, Town Manager
ROSTAN Representative:	Josh Bennett, Director

2. **Scope of Services: ROSTAN** shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. **Period of Service:** The period of service shall be **December 11, 2024, through December 11, 2027.**

4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **$100,000.00**.

5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

6. **Amendment**: [03] This Task Order amends a previously executed Task Order No. 2 Amendment 02 to increase the compensation from $75,000.00 to $100,000.00.

ISSUED AND AUTHORIZED BY:
RUTHERFORDTON, NC

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 02
Amendment: 03

ATTACHMENT 1

Scope of Services

Building Consulting Services:

- Provide general building consulting services to the CLIENT.
- Assist in the development of disaster related scope of work and cost estimates.
- Assist in the development of a comprehensive recovery strategy for various funding programs.
- Provide strategic advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence(s) for Insurance Carrier(s), Adjuster, and Federal Agencies, as necessary.
- Facilitate the management of all submitted documentation, including Procurement Specifications for Restoration and Rebuild phase efforts and respond to all Insurance Carrier(s), Adjuster, and Federal Agency Requests for Information (RFI).
- Facilitate meetings with applicable agencies.
- Perform Detailed Facility Evaluations, including photographic and written records.
- Record detailed descriptions of damage to structural, mechanical, electrical, and plumbing systems.
- Provide photographic documentation, annotated with location, date, and damage specifics, aligned with FEMA's requirements.
- Ensure all claimed damages are properly substantiated with supporting evidence.
- Perform crosswalk analysis of Insurance Adjuster Report relative to actual losses/damages.
- Conduct, facilitate and participate in meetings regarding the overall damage claim.
- Preparing correspondence.
- Evaluating Consensus-Based Codes, Specifications, and Standards (CBCSS) for damaged facilities and providing detailed CBCSS report.
- Reviewing Project Scoping and Estimates.
- Collecting copying, filing, or submitting documents to support a claim.
- Requesting disbursement of Insurance funds.
- Provide any other and all professional service consulting support required to facilitate claim.

Engagement Task Deliverables:

- Facility Evaluation Team Mobilization and Deployment.
- Work with Insurance Carrier(s), Adjuster, and Federal Agency representatives to facilitate the coordination of capturing all damaged scope elements.
- Provide status meetings; Notes / Action Items .
- Support Services for estimating and scope of work development.

CLIENT Responsibilities:

To assist ROSTAN in completing the work described, the CLIENT may need to assemble and provide the following information and resources:

- Identify a central contact person / key contact.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.

- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 02
Amendment: 03

ATTACHMENT 2

Fee Schedule

1.) **Pricing.** The scope of services set forth herein for Task Order 02 is being estimated conservatively based upon knowledge of the current status of claims. The budget estimate for this Task Order is a not-to-exceed amount of $100,000.00.

2.) **Rate Schedule.** The schedule of current hourly billing rates below is set forth in Schedule B of the Agreement.

Position	Hourly Rate
Project Executive	$ 210.00
Senior Subject Matter Expert	$ 205.00
Subject Matter Expert	$ 0.00
Senior Project Manager	$ 200.00
Project Manager	$ 180.00
Preparedness / Response / Recovery Consultant IV	$ 170.00
Preparedness / Response / Recovery Consultant III	$ 160.00
Preparedness / Response / Recovery Consultant II	$ 130.00
Preparedness / Response / Recovery Consultant I	$ 115.00
Administrator	$ 0.00

The proposer may include other positions that may be required to support FRC. Provide hourly rates and a Position Classification for each additional position proposed.

OTHER POSITIONS	HOURLY RATE
PROGRAM MANAGEMENT	
Senior Program Specialist	$195.00
Program Manager	$185.00
TECHNICAL AND PROFESSIONAL SERVICES	
Senior Appeal/Policy Specialist	$195.00
Appeal/Policy Specialist	$185.00
Assistant Project Manager	$170.00
Principal Engineer/Architect	$190.00
Engineer/Architect	$165.00
Senior Technical Specialist	$195.00
Technical Specialist	$175.00
Expenses and Travel. Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.	

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01
Amendment: 03

Subject to the Agreement for Professional Services between Rutherfordton NC ("**CLIENT")** and Rostan Solutions, LLC ("**ROSTAN**"), effective as of December 11, 2024 ("**Agreement**") the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. **Basic Project Information**.

Project Name:	DR-4827 (Helene) PA Grant Management
Services Project Location:	Rutherfordton, NC
CLIENT Representative:	Doug Barrick, Town Manager
ROSTAN Representative:	Carlos Arredondo, Director

2. **Scope of Services: ROSTAN** shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. **Period of Service:** The period of service shall be **December 11, 2024, through December 11, 2027.**

4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **$75,000.00**.

5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

6. **Amendment**: [03] This Task Order amends a previously executed Task Order No. 01 Amendment 02 to increase the compensation from $50,000.00 to $75,000.00.

ISSUED AND AUTHORIZED BY:
RUTHERFORDTON, NC

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01
Amendment: 03

ATTACHMENT 1

Scope of Services

Grant Management Tasks:

- Provide general grant management consulting services.
- Assist in the development of a disaster recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to State and FEMA as necessary.
- Facilitate the management of all submitted documentation, including Procurement Specifications for Restoration phase efforts and respond to all STATE/FEMA Requests for information (RFI).
- Facilitate meetings with applicable agencies.

Eligibility Tasks:

- Review eligibility issues. Work with CLIENT to develop justifications for work performed to remediate, restore, and mitigate.
- Assist CLIENT in developing approach to filing and tracking costs.
- Assist CLIENT with cost Analysis and RFI's.
- Review contracts and purchasing documentation.
- Review documentation prepared by CLIENT.
- Assist CLIENT with compiling costs and damages for presentation to FEMA and STATE.
- Assist CLIENT to prepare project worksheets (PW) documentation.
- Assist CLIENT with any disputes and appeal/arbitration issues.

Engagement Task Deliverables:

- Work with STATE and FEMA representatives to facilitate the coordination of eligible damages for reimbursement for all categories of work.
- Status meetings, Notes and Action Items
- Recommendation Memos regarding FEMA Process and/or Policy (as needed)
- Draft project worksheet(s)/ supporting documentation, emergency work categories.
- Draft projects / grant applications for mitigation work / hazard vulnerability / resiliency improvements.
- Support Services for estimating, engineers, environmental, remediation, etc.
- Support in required responses to appeals, audits, and state/federal RFIs.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01
Amendment: 03

ATTACHMENT 2

Fee Schedule

1.) **Pricing.** The scope of services set forth herein for Task Order 01 is being estimated conservatively based upon knowledge of the current status of claims. The budget estimate for this Task Order is a not-to-exceed amount of $75,000.00.

2.) **Rate Schedule.** The schedule of current hourly billing rates below is set forth in Schedule B of the Agreement.

Position	Hourly Rate
Project Executive	$ 210.00
Senior Subject Matter Expert	$ 205.00
Subject Matter Expert	$ 0.00
Senior Project Manager	$ 200.00
Project Manager	$ 180.00
Preparedness / Response / Recovery Consultant IV	$ 170.00
Preparedness / Response / Recovery Consultant III	$ 160.00
Preparedness / Response / Recovery Consultant II	$ 130.00
Preparedness / Response / Recovery Consultant I	$ 115.00
Administrator	$ 0.00

The proposer may include other positions that may be required to support FRC. Provide hourly rates and a Position Classification for each additional position proposed.

OTHER POSITIONS	HOURLY RATE
PROGRAM MANAGEMENT	
Senior Program Specialist	$195.00
Program Manager	$185.00
TECHNICAL AND PROFESSIONAL SERVICES	
Senior Appeal/Policy Specialist	$195.00
Appeal/Policy Specialist	$185.00
Assistant Project Manager	$170.00
Principal Engineer/Architect	$190.00
Engineer/Architect	$165.00
Senior Technical Specialist	$195.00
Technical Specialist	$175.00
Expenses and Travel. Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.	

REQUEST FOR COUNCIL ACTION

Date of Meeting: July 1, 2026

To: Mayor and the Town Council

From: Doug Barrick, Town Manager

Action Requested: **Resolution of Tentative Award – Wastewater Treatment Plant Rehabilitation Project (SRP-W-134-0007)**

The Town received seven (7) competitive bids on June 5, 2026, for the Wastewater Treatment Plant (WWTP) Rehabilitation Project, funded through the North Carolina Department of Environmental Quality Division of Water Infrastructure (NCDWI) State Revolving Fund Program and USDA Rural Development. The project will install a new vortex grit removal system, provide SCADA improvements, materials testing, and includes an additive alternate for the sludge loading station and associated yard piping.

Following evaluation of the bids, WithersRavenel determined Harper General Contractors, Inc. to be the lowest responsive and responsible bidder with a base bid of $1,131,000, approximately $162,000 below the next lowest bidder.

Although the bid exceeded the project budget, the engineer recommended proceeding with value engineering negotiations rather than rejecting the bids. Since bid opening, Town staff, WithersRavenel, and Harper General Contractors have been working collaboratively to redesign portions of the grit removal system and review project allowances to reduce construction costs while maintaining regulatory compliance, operational reliability, and the overall intent of the project. Current negotiations are expected to reduce the contract value by approximately $93,000, resulting in an anticipated contract amount of approximately $1,037,958, although final negotiations remain ongoing.

The proposed Resolution of Tentative Award authorizes the Town Manager to continue negotiations regarding the final project scope, contract amount, and schedule. Following completion of value engineering, a Memorandum of Negotiations and final bid package will be submitted to the North Carolina Division of Water Infrastructure for concurrence prior to execution of the construction contract. The tentative award remains contingent upon approval by both the Division of Water Infrastructure and USDA Rural Development.

Motion:_____ Second:_____ Vote:_____

The Town's overall sewer capital program currently includes USDA-funded Phase I improvements, pump station projects, and this Phase II NCDWI-funded rehabilitation project. Completion of the value engineering process is expected to reduce the current funding gap while preserving available contingency and allowing the Town to maximize the use of grant and low-interest loan funding.

Recommended Action: Adopt Resolution No. 03-27, Resolution of Tentative Award, tentatively awarding the Wastewater Treatment Plant Rehabilitation Project to Harper General Contractors, Inc.; authorize the Town Manager to negotiate the final contract scope, price, and schedule through the value engineering process; and authorize execution of the construction contract following successful negotiations and receipt of all required approvals from the North Carolina Division of Water Infrastructure and USDA Rural Development, subject to Town Attorney review and approval.

Motion:_____ Second:_____ Vote:_____

TOWN OF RUTHERFORDTON
NORTH CAROLINA

RESOLUTION # 02-27

TOWN OF RUTHERFORDTON
RUTHERFORDTON SEWER PROJECTS
WWTP REHABILITATION PROJECT
RESOLUTION OF TENTATIVE AWARD

WHEREAS, the **Town of Rutherfordton**, North Carolina has received bids, pursuant to duly advertised public notice therefore, for construction of the WWTP Rehabilitation Project, a portion of project number SRP-W-134-0007; and

WHEREAS, WithersRavenel, the Town consulting Engineers, have reviewed the bids; and

WHEREAS, Harper General Contractors, Inc. was the lowest responsible, responsive bidder for the **Rutherfordton WWTP Rehabilitation Project** in the total bid amount of $1,131,000; and

WHEREAS, the consulting Engineers recommend **TENTATIVE AWARD** to the lowest responsible, responsive bidder.

WHEREAS, the Council authorizes the Town Manager to negotiate subsections, price, and schedule of the contract with the contractor.

NOW, THEREFORE, BE IT RESOLVED that TENTATIVE AWARD is made to the lowest responsible, responsive bidder (Harper General Contractors, Inc) in the Total Bid Amount of $1,131,000.

BE IT FURTHER RESOLVED that such TENTATIVE AWARD be contingent upon the approval of the apparent low bidder by North Carolina Department of Environmental Quality Division of Water Infrastructure and USDA Rural Development.

Upon motion of _____, seconded by _____, the above **RESOLUTION** was unanimously adopted.

This is the 1st day of July 2026 at Town of Rutherfordton, North Carolina.

_____
Jimmy Dancy, Mayor

ATTEST:

_____
Jeanie Hall, Town Clerk

WithersRavenel
Our People. Your Success.

June 8, 2026

Doug Barrick, Town Manager
Town of Rutherfordton
129 N. Main Street
Rutherfordton, NC 28139

RE: Bid Evaluation and Recommendation of Award/Negotiation
NCDWI WWTP Rehabilitation Project
SRP-W-134-0007
WR Project No. 24-0585-002

Dear Mr. Barrick:

On Thursday June 4, at 2:00 PM, bids were received for the referenced project. The intent of this letter is to present our evaluation of the bids and make a recommendation for award/negotiations.

EVALUATION OF BIDS

Seven (7) bid packages were received. The bids were hand delivered to the Town of Rutherfordton Public Works Building immediately before the scheduled bid opening. Base bids read publicly were as follows:

Bidder	Base Bid	Additive Alternative Bid
Cove Utility	$1,293,000	$374,000
Harper General Contractors	$1,131,000	$239,800
HRH Engineering	$1,285,000	$365,000
J Cumby Construction	$1,210,500	$185,200
State Utility Contractors	$1,549,000	$240,000
TP Howard's Plumbing	$1,442,000	$98,000
Turner Murphy Company	$1,322,452	$139,610

RECOMMENDATION

Based on our review of the bids, WithersRavenel has found that Harper General Contractors is the lowest, responsive, and responsible bidder. WithersRavenel understands that the lowest received bid is over the Town's intended budget for the project. Therefore, WithersRavenel recommends scheduling a conference with Harper General Contractors to discuss potential options for value engineering the project back within the Town's intended budget.

If negotiations are successful, then WithersRavenel recommends that the Town of Rutherfordton tentatively award the contract to Harper General Contractors at the future negotiated price, contingent upon NCDWI's approval of the bid package. If negotiations are not successful in reducing the bid price, then WithersRavenel recommends rejecting all bid packages, re-designing just the vortex grit removal system, and re-bidding the project.

If you have any questions or need additional information, please call (919) 744-2769 and I will be glad to assist you.

Sincerely,

WithersRavenel

Maness, Clark

Digitally signed by Maness, Clark
DN: E=cmaness@withersravenel.com, CN="Maness, Clark", OU=Rogers, OU=WRUsers, DC=winternal01, DC=com
Reason: I am the author of this document
Date: 2026.06.08 17:17:00-04'00'

J. Clark Maness, P.E.
Director of Utilities - Raleigh
Attachments: (1) Certified Bid Tabulation (2) Scanned Bid Packages from all seven bidders

Results of Good Faith Efforts Undertaken *(you must check one box below)*

☐ No subcontractors are being used for this contracted work. Fill out Table A listing only the Prime Contractor. (This statement takes the place of State of NC Affidavit B)

☒ Subcontractors are being used. Fill out Table A and B for each trade. **Each Table B lists 3.**

☒ Subcontractors are being used. If any Table B has fewer than 3 solicitations you must also advertise in an M/WBE trade paper and indicate what source of M/WBE firms you used (*must list at least one)*. Some possible papers and sources of M/WBE firms are listed in the Instructions of this Supplement.

Name of the Trade Paper: HUB

Submit proof of advertisement with package

M/WBE Sources: Source: Spartanburg news Source: SBA search

Submit printouts from M/WBE source(s)

Certification Statement and Affidavit of Contractor.

The below affidavit constitutes compliance with 01NCAC 30I .0308(7)(a) and (b) and takes the place of State of North Carolina Affidavits C and D.

I have read the information in this compliance supplement and all information provided to the State in this package is accurate and true to the extent of my knowledge including the calculated percentages and the good faith efforts presented herein.

HARPER GENERAL CONTRACTORS, INC. CORPORATE SEAL SC

Harper General Contractor, In.c — 6/4/26

Prime Contractor Company Name (Print) — Prime Contractor Representative (Sign & Date)

KENNEDY MATHIS NOTARY PUBLIC SEAL SOUTH CAROLINA

State of South Carolina, County of Anderson

Subscribed and sworn to before me this 4 day of June 20 26

Notary Public Kennedy Mathis

My Commission Expires 4/24/2035

Certification of Project Owner/Funding Applicant

Funding Applicant (City, Town etc)

Applicant Authorized Representative (Sign & Date)

Division of Water Infrastructure Project Number

REQUEST FOR COUNCIL ACTION

Date of Meeting: July 1, 2026

To: Mayor and the Town Council

From: Doug Barrick, Town Manager

Action Requested: Acknowledge Receipt of the Revised Letter of Intent to Fund for the SRF Helene Sewer Resiliency Project and Authorize Continued Project Development

Acknowledge receipt of the North Carolina Division of Water Infrastructure's Revised Letter of Intent to Fund (LOIF) for the SRF Helene Sewer Resiliency Project (SRF-W-HEL-0025), increasing the Town's reserved SRF Helene funding to $8,500,000, and authorize Town staff and the Town's engineering team to continue development of the Engineering Report/Environmental Information Document (ER/EID), refine the project scope, coordinate with the Division of Water Infrastructure regarding project eligibility and funding requirements, and return to the Town Council with the final project scope and formal funding agreement for approval.

On April 15, 2026, the State Water Infrastructure Authority (SWIA) approved an additional $3.5 million in SRF Helene funding for the Town's sewer resiliency project. The Division of Water Infrastructure subsequently issued a Revised Letter of Intent to Fund increasing the Town's total reserved funding to $8,500,000, consisting of $7,625,000 in Principal Forgiveness and $875,000 in a 0% interest loan.

The Town previously accepted the original $5 million funding award. The revised Letter of Intent does not constitute the final funding agreement, nor does it authorize construction. Rather, it reserves the additional funding while the Town completes the required Engineering Report/Environmental Information Document (ER/EID), environmental review, project design, and scope refinement. The Letter of Intent provides that a formal Funding Offer will be issued following DWI approval of the Engineering Report.

Since the original application was submitted, additional engineering and field evaluations have identified opportunities to refine and reprioritize project elements to maximize long-term system resiliency. Staff is currently working with WithersRavenel and the Division of Water Infrastructure to evaluate the

Motion:_____ Second:_____ Vote:_____

final project scope, determine the eligibility of additional resiliency improvements, and better understand how any changes to the final project cost may affect the balance between Principal Forgiveness and the loan component prior to execution of the Funding Agreement.

Approval of this action does not execute the Funding Agreement, authorize construction, or obligate the Town to proceed with the final loan component until the final project scope and Funding Offer are brought back to Council for consideration.

Recommended Action: Staff recommends acknowledging receipt of the Revised Letter of Intent to Fund, authorizing continued development of the Engineering Report and project scope, and directing staff to return to the Town Council for approval of the final Funding Agreement and project scope upon completion of the Division of Water Infrastructure review.

Motion:_____ Second:_____ Vote:_____

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JOSH STEIN
Governor
D. REID WILSON
Secretary
SHADI ESKAF
Director

NORTH CAROLINA
Environmental Quality

May 22, 2026

Doug Barrick, Town Manager
Town of Rutherfordton
129 N Main St
Rutherfordton, NC 28139

Subject: REVISED Letter of Intent to Fund
Town of Rutherfordton
Rutherfordton SRF Helene Sewer Projects
SRF Helene Rolling Application Cycle
SWIA Award Date: April 15, 2026
Project No.: SRF-W-HEL-0025
Agreement ID: 2000087929

Dear Manager Barrick:

The North Carolina Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI) has reviewed your funding application for the project listed above, and we're pleased to share that the State Water Infrastructure Authority (SWIA) has determined your project is eligible for an additional funding in the amount of $3,500,000 through the State Revolving Fund Supplemental Appropriations for Hurricanes Helene and Milton and the Hawai'i Wildfires (referred to as the "SRF Helene" funds).

These funds are intended to support projects that strengthen infrastructure resilience either by reducing flood risk and vulnerability or by improving preparedness for rapid hydrologic changes and other natural disasters. The funding information is as follows:

Funding Information

Funding Source:	Clean Water State Revolving Fund (CWSRF) Helene Funds
Total Funding Amount*:	$8,500,000 total funding including: $7,625,000 in Principal Forgiveness and $875,000 in Loans with the loan term specified below.
Loan Term:	0% interest rate over 20 years
Total Project Cost:	$10,526,360
Fee:	2% of the funding amount to be invoiced after bids are received; (eligible for financing with Principal Forgiveness)

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DWI Project Manager:
Claire Osborn
claire.osborn@deq.nc.gov
828-296-4650

Viable Utility Contact (if distressed):
Shane Beeson
shane.beeson@deq.nc.gov
919-707-3614

Please note that this intent to fund is contingent on DWI receiving funds from the US EPA, approval of the loan portion through the Local Government Commission (if applicable), and on meeting all the following milestones:

Milestone*	**Date**
Engineering Report/Environmental Information Document Submittal**	10/1/2026
Engineering Report Approval***	3/1/2027
Bid and Design Package Submittal	9/1/2027
Bid and Design Package Approval	1/3/2028
Advertise Project, Receive Bids, Submit Bid Information, and Receive Authority to Award	5/2/2028
Execute Construction Contract(s)	8/2/2028

*Failure to meet any milestone may result in the forfeiture of funding
** SRF Projects require an Environmental Information Document as part of the Engineering Report
**A formal funding offer will be issued following approval of the Engineering Report.

Submittals and Disbursement
All project documents must be submitted via Laserfiche: https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form.

Funds are reimbursed for eligible, documented costs after they are incurred and approved by DWI. Advance disbursement requests require contractor payment within three business days. Costs incurred since the onset of the hurricane may be eligible if all SRF Helene requirements were met at the time incurred.

Prior to the first disbursement, required documents will include, but are not limited to:

1. Executed funding offer and Conditions & Assurances
2. Governing body resolution accepting the award (sample attached)
3. Federal Tax ID / UEID form (attached)
4. Sales tax certification (attached)
5. Executed contracts and service agreements
6. Engineering Services Procurement Certification (attached)
7. Site Certification (if applicable)

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DWI will notify you when these documents are required. Loan components must receive LGC approval prior to disbursement.

Disbursement of Funds

If the Recipient requests disbursement before paying contractors, payment to contractors must be made within three business days of receiving the funds.

Project costs incurred since the onset of the hurricane may be eligible for disbursement if they are within the approved project scope and all SRF Helene requirements were met at the time the costs were incurred.
After required documents have been reviewed and approved, the Recipient will request disbursements through the DWI's EBS system at: https://www.ebs.nc.gov/logon/index.html. A reference copy of the Disbursement Request Form, access to the EBS portal, and frequently asked questions are available on the DWI website at: https://www.deq.nc.gov/construction-disbursement-funds.

Document Naming Conventions and Identification Requirements

To support timely review and processing, all required documents must be clearly named and properly identified when submitted through Laserfiche or any other designated portal.

Please use clear, consistent file names in the following format:
Project Number_Document Type_Date
(Example: SRP-W-ARP-0000_Resolution_2025-01-18.pdf)
Using this naming convention helps ensure documents are correctly categorized and processed without delay.

Examples:

- SRP-W-ARP-0000_Resolution_2025-02-10.pdf
- SRP-D-ARP-0000_ExecutedEngineeringContract_2025-01-15.pdf
- SRP-W-134-0000_UEIForm_2025-02-01.pdf
- SRP-W-ARP-0000_InsuranceCertificate_2025-03-05.pdf
- SRP-D-134-0000_SiteCertification_2025-01-30.pdf

Additional Requirements

Projects must comply with:

- N.C.G.S. 143-64.31 (Engineering Procurement)
- Davis-Bacon wage requirements
- American Iron and Steel provisions
- LGC debt approval and legislative notification requirements, if applicable
- Annual audit compliance

Docusign Envelope ID: FA2F6DCC-91BB-8114-80F9-C9D4629F7FE2

Topic	Requirement
Engineering Services Procurement	All projects must comply with N.C.G.S. 143-64.31 (Article 3D) governing procurement of architectural, engineering, and surveying services. Qualification-based selection cannot be waived under N.C.G.S. 143-64.32. Any services procured outside of federal and state requirements will be ineligible for disbursement.
Davis-Bacon & American Iron and Steel (AIS)	All SRF-funded projects must comply with Davis-Bacon prevailing wage requirements and American Iron and Steel provisions. Standard specifications are available on the DWI I Have Funding webpage.
Local Government Commission (LGC) Approval	Projects that include a repayable DWI loan must receive approval from the Local Government Commission (LGC). Final debt approval occurs after construction bids are received and must be coordinated directly with the LGC. Required materials should be emailed to srf@nctreasurer.com.
Legislative Notification (G.S. 120-157.2)	Local governments issuing debt greater than $1,000,000 must submit a notification letter to the Joint Legislative Committee on Local Government (Committee Chairs, Committee Assistant, and Fiscal Research Division) at least 45 days prior to presentation before the LGC. A copy of this letter must also be provided to DWI.
Annual Audit Requirement	Local government recipients must be current on all annual audits to receive loan or grant disbursements. The most recent audited financial statements must be submitted to the LGC by July 1 following the close of the fiscal year.
Extended Term Loans	Projects eligible for a targeted interest rate that demonstrate a weighted average design life greater than 20 years may qualify for an extended loan term, up to the calculated design life (not to exceed 30 years). Requests must be coordinated with the DWI Project Manager and supported by the design life calculation found on the I Have Funding webpage.
Coordination with Other Funding Sources	SRF funds may not duplicate costs already funded by another state or federal source. Recipients must notify the DWI Project Manager if they have secured or are seeking other funding (including FEMA Public Assistance) for any portion of the project scope.
Declination of Funding	If the recipient chooses to decline this potential funding, a signed declination letter on official letterhead from the Authorized Representative must be submitted within 30 days of receipt of the Letter of Intent to Fund.
Future Funding Eligibility	Additional funding may only be considered for documented unfunded project costs. The amount identified in this Letter of Intent will not be considered in future applications. To pursue different funding terms for the same project through another DWI program, the recipient must reapply and formally decline this funding prior to the application deadline.
Requirements for LGUs designated as distressed	Additional information is required to be submitted in the Engineering Report for all distressed systems, regardless of funding source, to demonstrate how the project moves the local government unit towards viability. Guidance on these requirements can be found on the Division's website on the "I Have Funding" page under the Engineering Report section. For questions about these additional requirements, please contact Shane Beeson as indicated above. Local government units designated as "distressed" under §159G-45(b) must complete associated requirements of the statute by: 1. Conducting an asset assessment and rate study. 2. Participating in a training and educational program. 3. Developing a short-term and long-term action plan considering all of the following: a. Infrastructure repair, maintenance, and management; b. Continuing education of the governing board and system operating staff; and c. Long-term financial management plan.

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If you choose to decline this potential funding, please submit a signed declination letter on official letterhead within 30 days of receipt. If you have any questions, please contact the assigned Project Manager, Claire Osborn.

Congratulations on the selection of your application for a funding award.

Sincerely,

DocuSigned by:
6300A872077B4C5...
Shadi Eskaf, Director
Division of Water Infrastructure, NCDEQ

Enclosures: Federal Tax ID/Unique Entity ID (UEID) Form
Engineering Services Procurement Certification Form
Sales Tax Certification form
Sample Resolution
Site Certification Form

EC: Doug Barrick, Town of Rutherfordton, dbarrick@rutherfordton.net
Alice Briggs, WithersRavenel, Inc., abriggs@withersravenel.com
Claire Osborn (via email)
Shane Beeson (via email)
DWI Agreement ID 2000087929 **(COM – LOIF)**

Rutherfordton
NORTH CAROLINA

July 2026 Department Reports



























Rutherfordton
NORTH CAROLINA

Announcements & Activities

FIRE

2 Car seat installs and 3 address signs were distributed.

Planning & Zoning

1 land plat review.

Library

During the month of June, NPL had 104 kids ages 0-12 register to participate in the Summer Reading Challenge and 25 teens.

PUBLIC WORKS

Attended pre-construction meetings at the Wastewater Treatment plant in preparation of improvements soon to begin as well as meetings on culvert replacement at E. 2nd St. and Cleghorn. Mowing season continues, park maintenance, and preparation for America 250 projects were completed just in time for the July 4th weekend. Routine jetting of lines, maintenance, and inspections. Assisted the Withers Ravenel engineering team with field work for the Sewer Asset Inventory Assessment (AIA).

Rutherfordton
NORTH CAROLINA

Announcements & Activities

COMMUNITY DEVELOPMENT

On Thursday June 25th, Rutherford County Habitat for Humanity, the community, Rutherfordton Redevelopment Commission and Town Council members attended the first Habitat home dedication in Rutherfordton in over 20 years. This was also the first single family home built since the Town Council formed the Redevelopment Commission in 2021. Habitat currently has 2 other single-family homes under construction. Other projects are continuing to move forward as well as new opportunities.

RUTHERFORD TOWN RISING (RTR)

The Town and RTR welcome Carli McBride to the team to serve as the Main Street Coordinator. Carli brings a passion for community engagement, local economic development, and relationship-building, along with a professional background in education that has equipped her with strong leadership, communication, and organizational skills. Welcome, Carli!

Rutherfordton
NORTH CAROLINA

Announcements & Activities

P.A.R.C

Thank you for all the community participation in this Crestview Master Plan Process. Watch My Rutherfordton Social media for PARC events throughout July. The Town held the annual Duck Dash Derby on Friday June 26th in Kiwanis Park. There was a total of 265 ducks sold and $1,325 was raised for the Cystic Fibrosis Foundation.

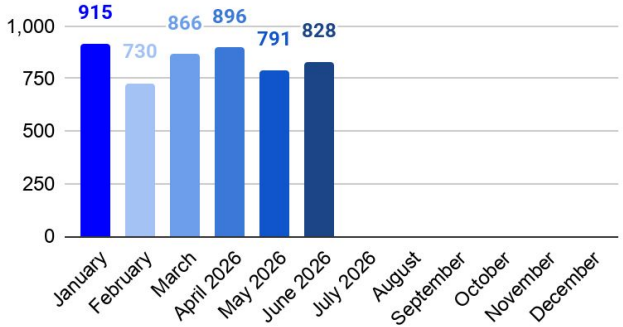
Ruff'ton Roots

Free Produce Stand has moved to the Ruff'ton Roots Volunteer Parking Lot on Edwards Street! Catch us every Wednesday 10 am - 12 pm. Weekly Tuesday and Thursday work nights at 5:30 pm and will be ongoing, weather pending. May Welcome Table Meal served 124 plates to our neighbors. Our next turn is Monday, July 20th at First United Methodist Church, Main Street Rutherfordton, please join us at the table. In the coming month we will be hosting visits from YouthWorks, youth leadership programs and local summer camps.

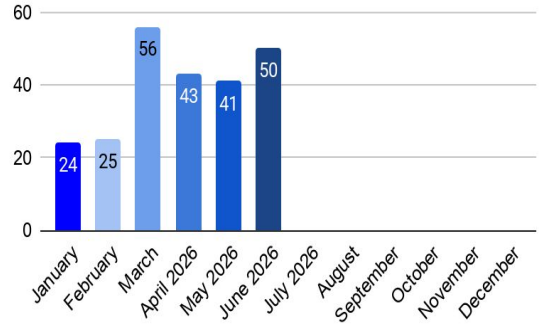
Police

Chief of Police: Clint Ingle | 129 N Main Street | (828) 287-5062

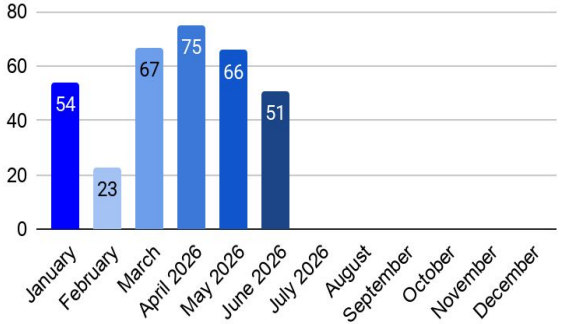
Total Calls



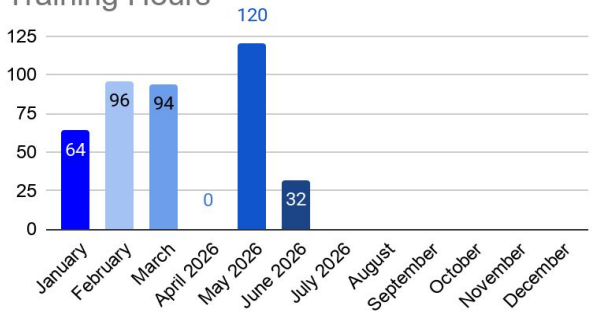
Arrests



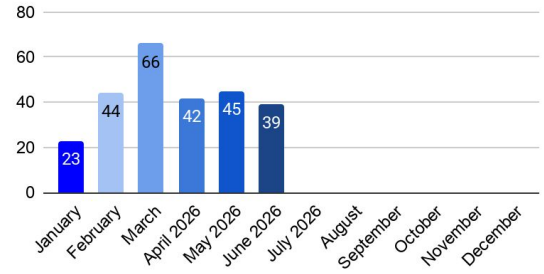
Traffic Offenses



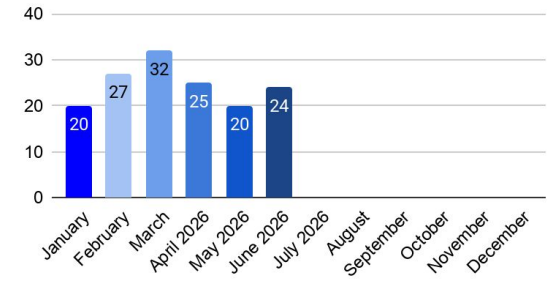
Training Hours



Closed Cases



Reports Taken

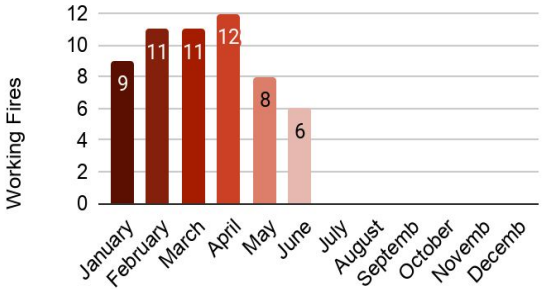


Fire

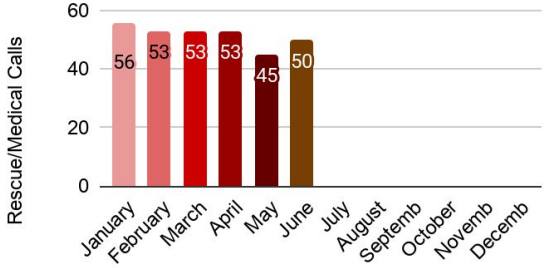
Fire Chief: Brandon Harrill | 144 N Mitchell Street | (828) 287-7367

The Rutherfordton Fire and Rescue Department exists to serve the citizens of the town and district by protecting lives and property within its service area from the destructive effects of fire, accident, and natural disaster. To this end, members of the department are pledged to maintain a state of preparedness and level of training capable of controlling reasonably expected occurrences requiring its intervention.

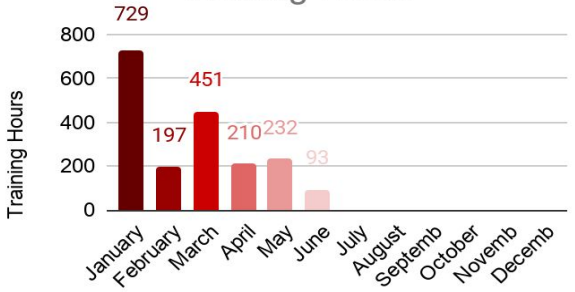
Working Fires



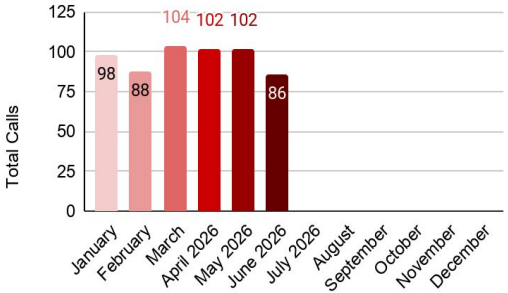
Rescue/Medical/Vehicle Crash Calls



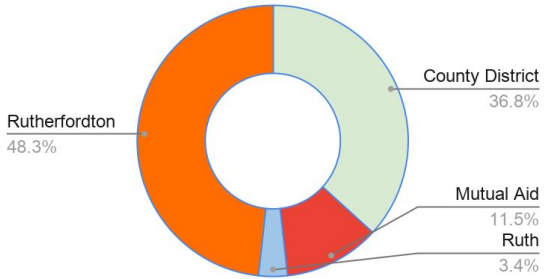
Training Hours



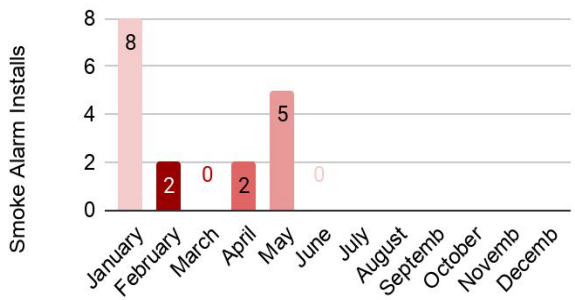
Total Calls



Total Call Area Percentage



Smoke Alarm Installs

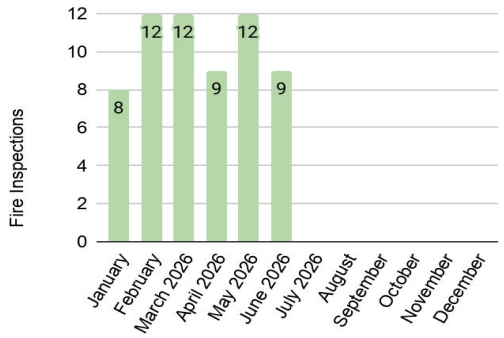


Planning & Zoning

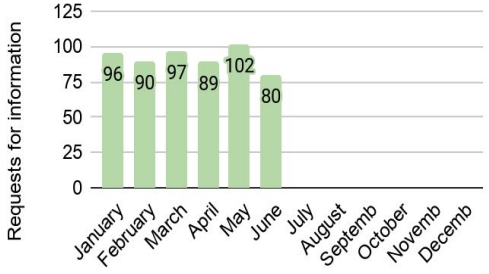
Code Enforcement Officer: Wendy Burch | 144 N Mitchell St | (828) 287-3520 x4

Rutherfordton Planning & Zoning aims to foster an attractive, economically, and environmentally healthy community that is safe, diverse, and livable for all. The Department includes Planning and Zoning, Code Enforcement, Floodplain Management, and other development services.

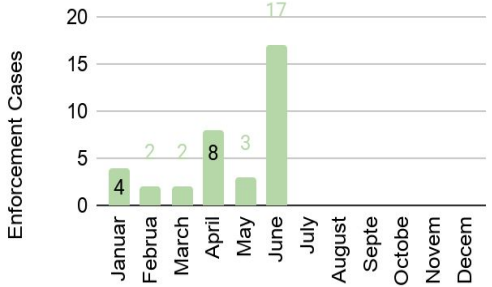
Fire Inspections



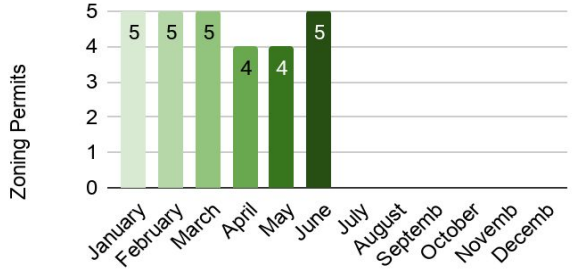
Requests for information



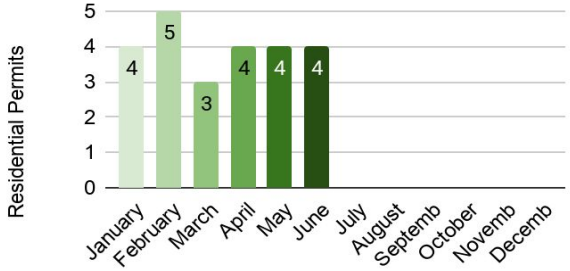
Enforcement Cases



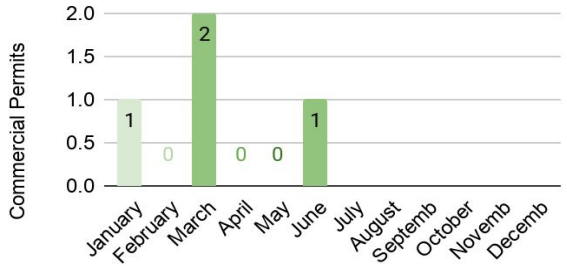
Zoning Permits



Residential Permits



Commercial Permits

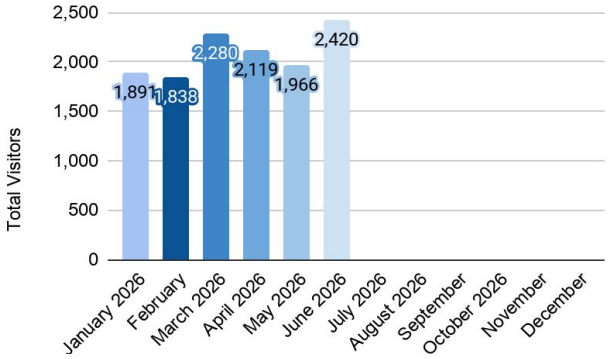


Library

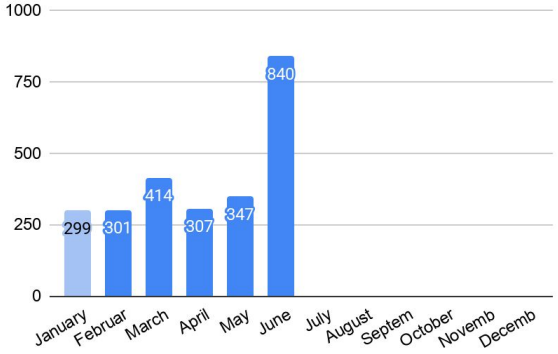
Library Director: Cindy Bowlin | 132 N Main Street | (828) 287-3520 x 3

Our library is a hub for connection in our vibrant small town. Through collaboration, we create opportunities for people of all ages and backgrounds to come together, widen their perspectives, achieve their dreams, and have fun.

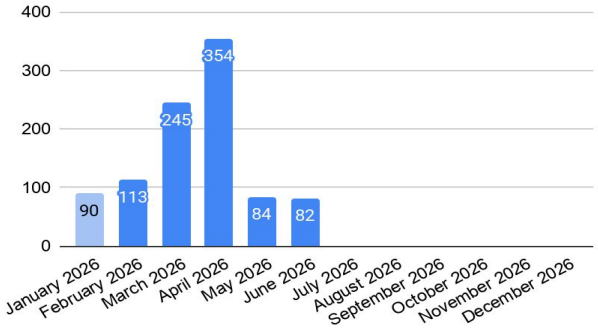
Total Visitors



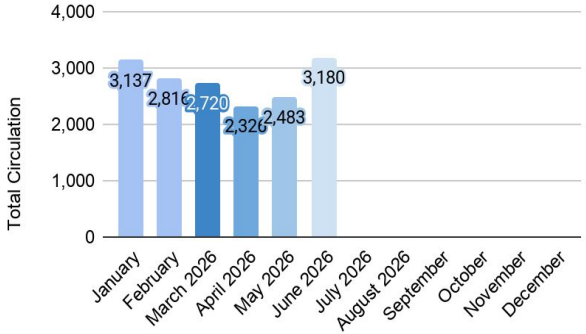
Program Participation



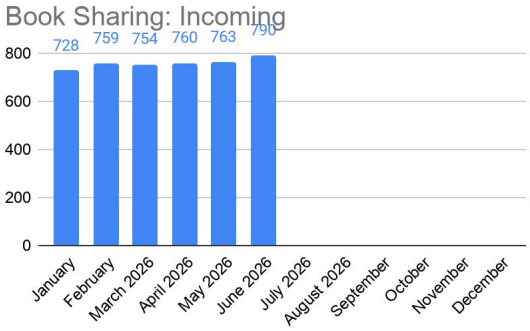
Outreach Engagement



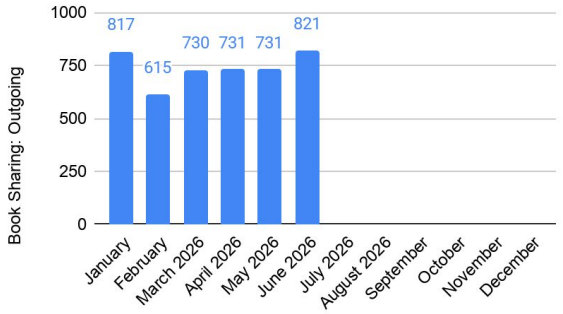
Total Circulation



Book Sharing: Incoming



Book Sharing: Outgoing

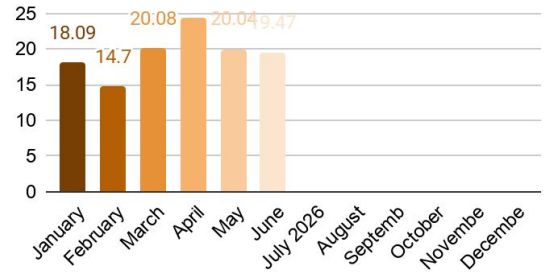


Public Works

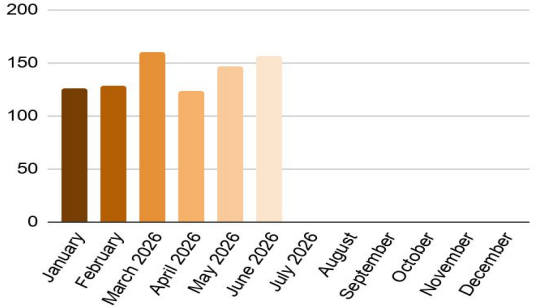
Public Works Director: Cory Hall | 230 N Cleghorn | (828) 287-5961

The Rutherfordton Public Works Department strives to be a department deserving of public confidence that provides excellent, innovative services and is an active, cooperative partner in enhancing our vital community

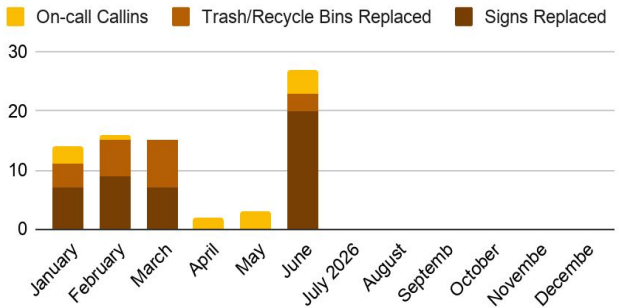
Recycling Tonnage



Solid Waste Tonnage

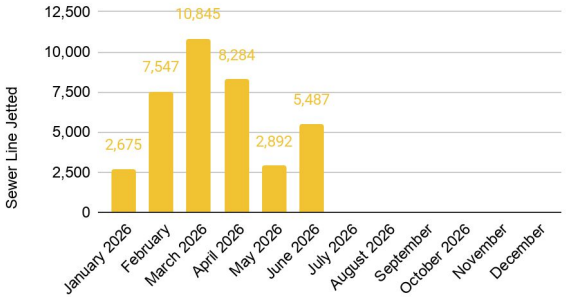


On-Call Call-ins / Bins & Signs Replaced 2026

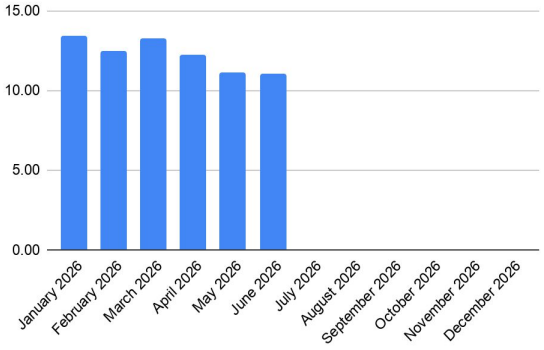


Sewer Fund

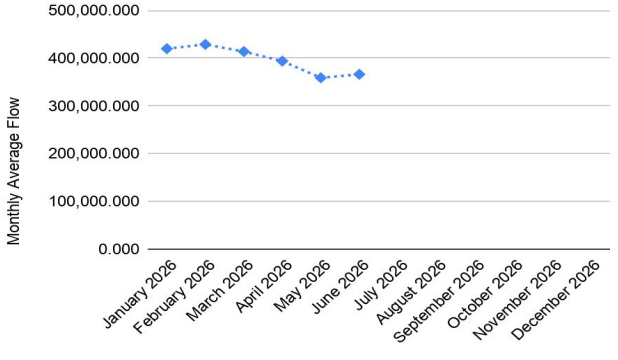
Sewer Line Jetted



Gallons Treated



Monthly Average Flow vs.

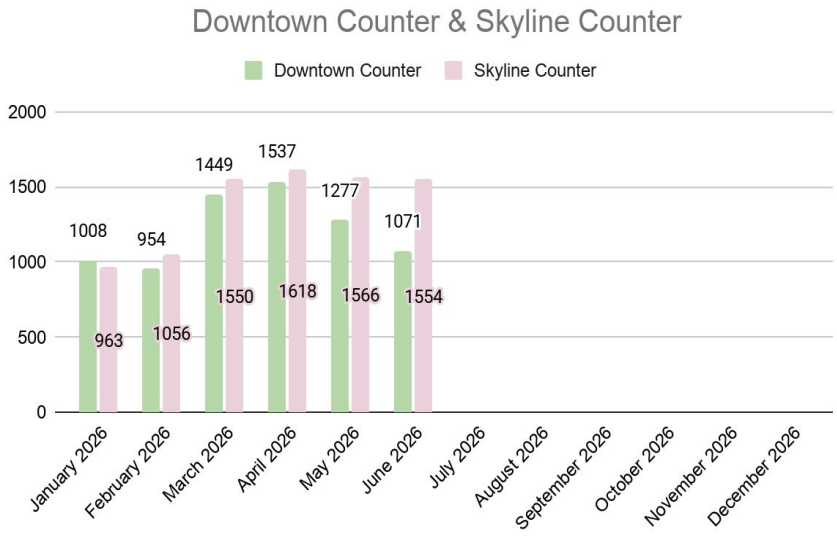


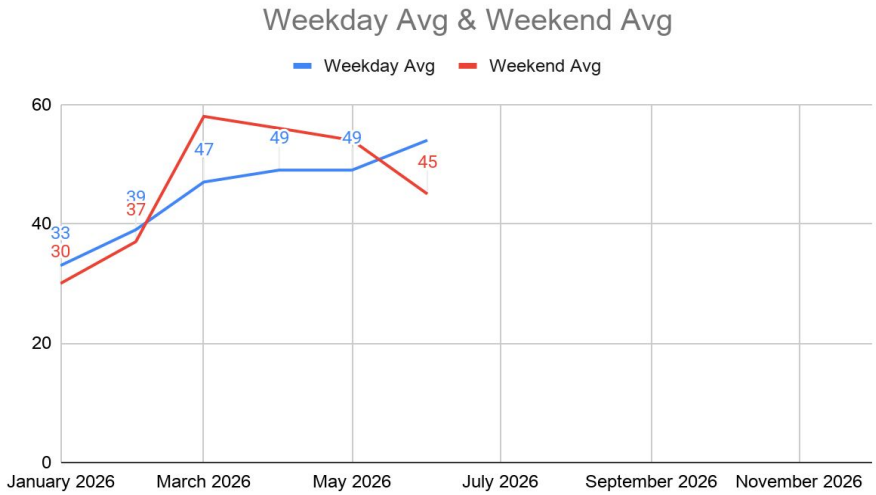
P.A.R.C.

P.A.R.C Director: Lindy Abrams
labrams@rutherfordton.net | 828.980.0568

2026 PMG Counts

PURPLE MARTIN greenway





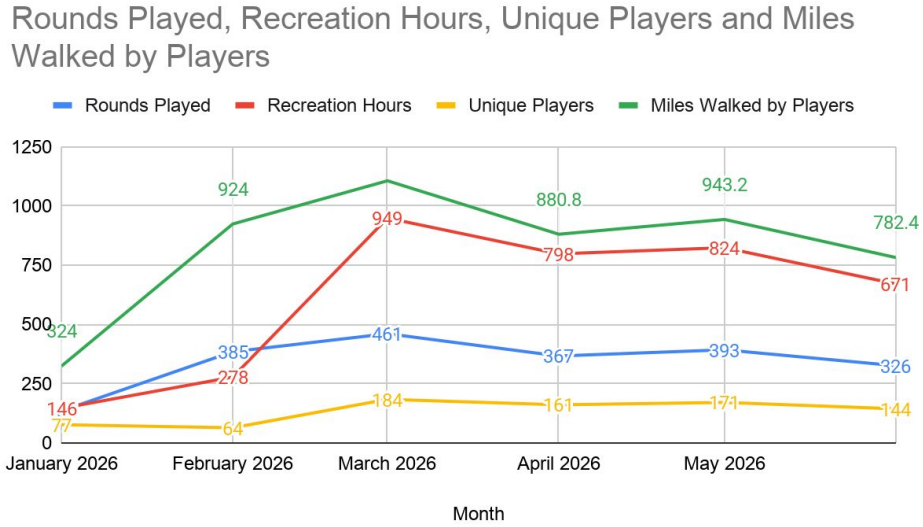
P.A.R.C Director: Lindy Abrams
labrams@rutherfordton.net |
828.980.0568

Norris Park Disc Golf Stats

UDisc is a popular disc golf app that helps players find their way around the course, rate and recommend to other users, and keep score. It shows us how many people played, their scores, where we can improve through reviews, and valuable exercise and use data.

Steps taken in May = 1,672,289

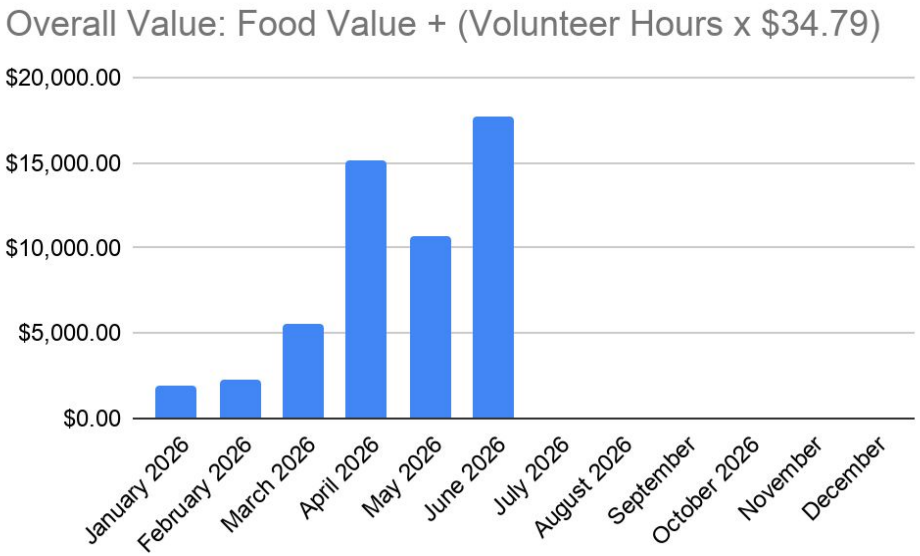
Visitors from states and countries.

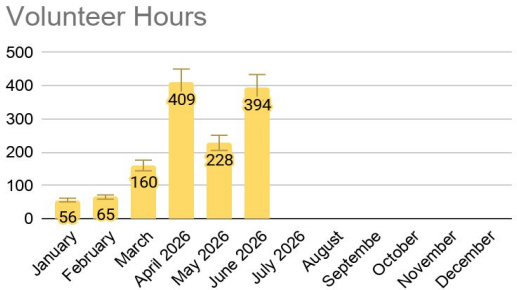


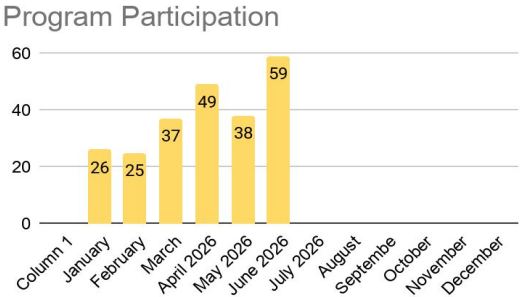


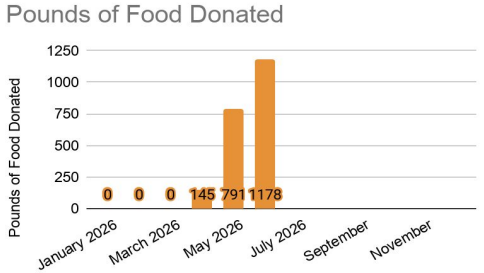
Lindy Abrams
rufftonroots@gmail.com

Total program value 2026: **$53,319.98**









Financial Report as of June 30, 2026
General Fund

Target Percentage: 100.0%

REVENUES

Fund	Budget	YTD	Remaining Balance	% Received	*prior year*
General	$ 8,923,374.00	$ 7,644,900.95	$ 1,278,473.05	86%	93%

EXPENSES

Fund	Budget	Encumbrance	YTD	Remaining Balance	% Used	
Administration	$ 1,592,127.00		$ 1,358,075.35	$ 234,051.65	85%	96%
Community Development	$ 1,219,501.00		$ 727,873.45	$ 491,627.55	60%	73%
Police	$ 2,002,678.00		$ 1,919,548.46	$ 83,129.54	96%	96%
Fire	$ 1,700,770.00		$ 1,593,682.33	$ 107,087.67	94%	92%
Public Works	$ 1,746,046.00		$ 1,676,219.61	$ 69,826.39	96%	99%
Library	$ 297,835.00		$ 262,421.52	$ 35,413.48	88%	94%
Recreation	$ 364,417.00		$ 349,421.72	$ 14,995.28	96%	98%
Transfer to Other Funds	$ -			$ -		100%
	$ 8,923,374.00	**$ -**	**$ 7,887,242.44**	**$ 1,036,131.56**	**88%**	**94%**

Notes:

*Unaudited figures

*3 more months of sales tax to receive

Rutherfordton
A MINTED ORIGINAL

Financial Report as of June 30, 2026
Sewer Fund

Target Percentage: 100.0%

REVENUES

Fund	Budget	YTD	Remaining Balance	% Received	*prior year*
Sewer	$ 1,799,590.00	$ 1,515,125.78	$ 284,464.22	84%	72%

EXPENSES

Fund	Budget	Encumbrance	YTD	Remaining Balance	% Used	
Sewer	$ 1,799,590.00		$ 1,417,547.47	$ 382,042.53	79%	89%
	$ 1,799,590.00	**$ -**	**$ 1,417,547.47**	**$ 382,042.53**	**79%**	**89%**

Notes:

*Unaudited figures

Rutherfordton
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Financial Report as of June 30, 2026
Powell Bill Fund

REVENUES

Fund	Budget	YTD	Remaining Balance	% Received
Powell Bill	$ 159,000.00	$ 165,293.40	$ (6,293.40)	104%

EXPENSES

Fund	Budget	Encumbrance	YTD	Remaining Balance	% Used
Powell Bill	$ 159,000.00		$ 108,915.83	$ 50,084.17	69%
	$ 159,000.00	**$ -**	**$ 108,915.83**	**$ 50,084.17**	**69%**

Notes:

* $222,837.64 in Powell Bill Fund Balance from FY25
* Unaudited figures

Rutherfordton
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Bank Balance Report as of June 30, 2026

Total Bank Balance:	$8,456,661.80
Prior Month:	$8,813,813.19
Prior Year:	$8,781,173.63

Operating Account	Police Tax Account	Government Fund	Government Fund
Truist	Truist	NCCMT	NC CLASS
0.00%	0.01%	3.55%	3.69%
Current Month	Current Month	Current Month	Current Month
$814,682.52	$13,332.62	$6,643,223.96	$985,422.70
Prior Month	Prior Month	Prior Month	Prior Month
$941,835.38	$13,285.23	$6,876,267.65	$982,424.93

Notes:

Rutherfordton
A MINTED ORIGINAL