



**CITY OF SOUTHPORT  
BOARD OF ALDERMEN  
REGULAR MEETING AGENDA**  
223 E. BAY STREET  
October 6, 2025  
9:00 AM

Agenda

Please turn off all cell phones

Meetings are open to the public. If you are not able to attend the Board of Aldermen meetings in person, the meeting will be available for you to watch via live-stream on the City of Southport website (<https://cityofsouthport.com/board-of-aldermen-meetings/>), Facebook page, and YouTube channel.

**ETHICS STATEMENT:**

*"If any members know of any conflict of interest or the appearance of a conflict of interest concerning matters on the agenda, please so state at this time."*

- A. Call to Order**
- B. Invocation**
- C. Pledge of Allegiance**
- D. Public Comment**
- E. Approval of Agenda**
- F. Agenda**
  - 1. Old City Hall/Courthouse (City Engineer Tom Zilinek Pgs.2-38)
  - 2. Public Hearing- Osprey Landing Phase 4 Annexation (City Clerk Tori Deviney Pgs.39-54)
- G. Manager's Report**
- H. Mayor's Comments**
- I. Board Comments**
- J. Closed Session NCGS 143-318.11**
  - 1. Motion to go into closed session pursuant to NCGS 143-318.11 (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.
- K. Adjourn**



## **BOARD OF ALDERMEN**

### **AGENDA ITEM SUMMARY**

**DATE:** 10/6/2025

**DEPARTMENT:** Public Services

**PRESENTED BY:** Tom Zilinek, City Engineer

**ITEM SPONSORED BY:** Public Services Department

**ITEM/TOPIC:** Award Contract for Architectural Services for the Old City Hall Police and board Chambers Conversion

**COST:** \$866,111.00

**JUSTIFICATION:** The Board of Alderman previously approved the use of Old City Hall as a Police Station and Board Chambers. The City issued a Request for Qualifications for Architectural Services for the Southport Old City Hall Police Conversion on April 29, 2025. Qualifications from 6 firms were received on May 20, 2025. On July 22, 2025, the Board of Alderman had building walkthroughs and interviewed two of the firms.

**IMPACT IF NOT APPROVED:** The Old City Hall will not be converted to the Police Department and a permanent home for the Police Department will need to be found.

**DEPARTMENT HEAD COMMENTS:** The Board of Alderman interviewed and had building walkthroughs with two firms, HDR and Moseley Architects on July 22, 2025. After the interviews and walkthroughs, the Board discussed both firms and determined HDR was the most qualified for the project. They authorized staff to negotiate with HDR for the Architectural Design Services for Old City Hall Police Conversion. The attached proposal and draft contract are the result of the negotiations.

**CITY MANAGER COMMENTS:** With the approval of the HDR contract and the related budget amendment, we are taking a major step forward in converting the old City Hall/Courthouse into the new Southport Police Department and Board Chambers. This action ensures that the design phase can move ahead, positioning us to begin construction once that phase is complete.

We had hoped to receive funding for the construction phase through the state budget. However, ongoing differences within the General Assembly with the overall budget has delayed any potential funding for the City. Staff has begun exploring financing options outside of the state budget to ensure that, once design is complete, we are ready to proceed with construction.

While we remain optimistic that state funds will eventually be received, staff is proactively preparing alternative funding strategies so the project can continue without delay.

**ATTACHMENTS:** Proposal from HDR, AIA Contract from HDR for Architectural Services for the Old City Hall Police Conversion and budget amendment.

**PROPOSED MOTION:** Motion to approve contract with HDR and the budget amendment for architectural services for the Old City Hall Police Conversion



September 26, 2025

**Tom Zilinek**

Southport City Engineer

City of Southport

1029 N. Howe Street

Southport, NC 28461

[tzilinek@cityofsouthport.com](mailto:tzilinek@cityofsouthport.com)

Subject:           **Proposal and Statement of Work  
City of Southport  
Old City Hall Police Conversion**

Dear Tom,

HDR Architecture, Inc. (HDR) is pleased to submit this professional services proposal to the City of Southport (Client) to provide Old City Hall Police Conversion Professional Services. This statement of work responds to the email dated July 22, 2025 from Tom Zilinek to Bob Bittel that initiated a request for a formal proposal with statement of work, a draft AIA Standard Form Agreement, and an initial opinion of probable cost for the project.

HDR will utilize this proposal to inform active contract negotiation efforts with the Client for this project. HDR will enlist known trusted sub-consultants Andrew Consulting Engineers (ACE), Engineered Designs (EDi), Walker Consulting (Walker), S&ME, and Palacio Collaborative (Palacio) to successfully deliver the scope of services. Other specialized sub-consultants may also be engaged on a limited basis as is needed and after written approval by the Client.

This proposal is organized into the following five sections:

- I.     Scope of Services
- II.    Project Schedule
- III.   Clarifications & Assumptions
- IV.    Basic Compensation
- V.     Terms and Conditions

## I. Scope of Services

HDR proposes to provide Old City Hall Police Conversion Professional Services to the Client as described in the following paragraphs. This work will be performed by HDR and sub-consultant staff with previous experience in performing this scope of service for similar types of projects.

Before or at commencement of Scope of Services within two weeks of the Client's Notice to Proceed, HDR will require the following items from the Client:

- Assistance in scheduling the Schematic Design Kick-Off Meeting and Initial Site Visit.
  - The Kick-Off Meeting agenda and required list of attendees will be confirmed in advance with the Client.
  - The Site Visit and follow-up activities associated with the project's delivery will require the Client to provide access to concealed locations, such as crawlspaces, and attics.
- Assistance in scheduling a tour of the neighboring church (Chapel of the Cross) as an example of a recently renovated City of Southport project.
- Existing documentation related to the existing building for review (drawings, site photos, historical documents, previous hazmat reports, planning studies, concept renderings, etc.).

### The Scope of Work for Basic Services will include:

- 1) Schematic Design Phase (10 weeks: 8-week production + 2-week review period)
  - a. Review of existing documents provided by Client.
  - b. Meetings
    - i. Kick-Off Meeting (in-person)
      1. This meeting will be held to discuss program requirements, expectations, necessary approvals, and project schedule.
    - ii. Recurring Client/Architect Meetings (virtual)
      1. Recurring biweekly virtual meetings, to include stakeholders at the discretion of the Client, such as Police Department, for review of project progress.
      2. With a Schematic Design Phase of 8 weeks in length, there will be a total of two (2) Client/Architect Meetings.
    - iii. Coordination with Authorities Having Jurisdiction (AHJs) as required to achieve approvals and permitting.
    - iv. Final Schematic Design Phase Meeting (virtual)
      1. Present Schematic Design Assessments and Deliverables to Client.
  - c. Site Visits
    - i. Initial Site Visit (2-3 days)
      1. The Initial Site Visit will be paired with the Kick-Off Meeting.
      2. The Design Team will observe and document existing conditions of the project site to inform project deliverables and create a Revit model to produce project drawings.
  - d. Assessments
    - i. Geotechnical Investigation and Recommendations primarily focused on the inclusion of an elevator within the footprint of the existing building. Any coring, drilling, and/or sampling will be conducted at an estimated three (3) areas on the site.
    - ii. Professional photographs of the building in its current condition.
    - iii. Historic Assessment Report
      1. The Historic Assessment Report is an analysis of the building to designate historic and non-historic elements and materials, and to

provide prioritized recommendations for treatment that are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

- iv. ADA/Accessibility Assessment
  - 1. The ADA/Accessibility Assessment will include an analysis of the existing interior and exterior conditions of the building for compliance with applicable ADA and building code. Recommendations for interior conditions will be implemented into the design deliverables. Recommendations for exterior conditions will only be captured in the ADA/Accessibility Assessment and not included within the design deliverables.
    - a. Interior analysis will include stairs, restrooms, floor transitions and thresholds.
    - b. Exterior analysis will include front porch and front door, existing walkways from front porch to street/sidewalk, rear exterior stairs, rear existing walkway from rear door to parking lot, and parking spaces.
- e. Schematic Design Phase Deliverables
  - i. Drawings will include, but may not be limited to the following:
    - 1. Structural Grid Layout
    - 2. Life Safety Drawings
    - 3. Overall Demolition Plans
    - 4. Overall Floor Plans
    - 5. Overall Building Section(s)
    - 6. Overall Exterior Elevations
    - 7. Typical Exterior Wall Section(s)
  - ii. Specification Table of Contents
  - iii. Initial ROM pricing
  - iv. Basis of Design Narrative
    - 1. Executive Summary
    - 2. Summary of Site History and Context
    - 3. Code Summary
    - 4. Program of Requirements (square footages and adjacencies)
    - 5. Architectural and Engineering Narratives
    - 6. Appendix
      - a. Historic Assessment Report and Recommendations
      - b. ADA/Accessibility Assessment
- f. Client Review Period (2 weeks)
  - i. Following the Schematic Design Deliverable, the Client will provide comments and feedback. A Comment Review Form will be provided for the Client to log all comments.
  - ii. During the Client Review Period, production on documents will be paused to allow the Client time for decision-making prior to initiating Design Development.
- g. Grant Research and Application
  - i. The process of identifying possible grants and associated requirements will be initiated during the Schematic Design phase.
  - ii. Assist in identifying and processing up to two (2) grant applications that are applicable to the project scope.
  - iii. Grant applications will be completed per individual grant requirements and schedules.

- 2) Design Development Phase (10 weeks: 8-week production + 2-week review period)
- a. Meetings
    - i. Kick-Off Meeting (in-person/hybrid)
      - 1. Review Client comments from Schematic Design Phase and establish path forward into the Design Development Phase.
      - 2. The meeting will be set as hybrid to allow for in-person and virtual attendees to attend.
    - ii. Recurring Client/Architect Meetings (virtual)
      - 1. Recurring biweekly virtual meetings, to include stakeholders at the discretion of the Client, such as Police Department, for review of project progress.
      - 2. With a Design Development Phase of 8 weeks in length, there will be a total of two (2) Client/Architect Meetings.
    - iii. Coordination with Authorities Having Jurisdiction (AHJs) as required to achieve approvals and permitting.
    - iv. Final Design Development Phase Meeting (virtual)
      - 1. Present final Design Development Deliverables to Client.
  - b. Site Visits
    - i. The Kick-Off Meeting will be paired with a Site Visit.
  - c. Design Development Phase Deliverables
    - i. Drawings
      - 1. Advancement of drawings defined in Schematic Design following the traditional industry established approach to Design Development delivery.
      - 2. Initial development of details related to building assemblies and systems.
    - ii. Specifications in draft format
    - iii. Preliminary Cost Estimate
    - iv. Renderings
      - 1. A maximum of six (6) renderings will be produced to visualize the design. Renderings will not be photorealistic.
  - d. Client Review Period (2 weeks)
    - i. Following the Design Development Deliverable, the Client will provide comments and feedback. A Comment Review Form will be provided for the Client to log all comments.
- 3) Construction Document Phase (12 weeks: 10-week production + 2-week review period)
- a. Meetings
    - i. Kick-Off Meeting (in-person/hybrid)
      - 1. Review Client comments from Design Development Phase and establish path forward into the Construction Document Phase.
      - 2. The meeting will be set as hybrid to allow for in-person and virtual attendees to attend.
    - ii. Recurring Client/Architect Meetings (virtual)
      - 1. Recurring biweekly virtual meetings, to include stakeholders at the discretion of the Client, such as Police Department, for review of project progress.
      - 2. With a Construction Document Phase of 10 weeks in length, there will be a total of three (3) Client/Architect Meetings.
    - iii. Mid-Phase Page-Turn Meeting (in-person/hybrid)

1. A Mid-Phase Page-Turn Meeting will occur to allow for Client comments to be incorporated prior to the issuance of Construction Documents.
      2. The meeting will be set as hybrid to allow for in-person and virtual attendees to attend.
    - iv. Coordination with Authorities Having Jurisdiction (AHJs) as required to achieve approvals and permitting.
    - v. Final Construction Document Phase Meeting (virtual)
      1. Present final Construction Document Deliverables to Client.
  - b. Site Visits
    - i. The Kick-Off Meeting and Mid-Phase Page-Turn Meeting will be paired with a Site Visit.
  - c. Construction Document Phase Deliverables
    - i. Drawings
      1. Advancement of drawings defined in Design Development following the traditional industry established approach to Construction Document delivery.
      2. Final development of details related to building assemblies, systems, and finishes.
    - ii. Specifications
    - iii. Mid-Phase Cost Estimate
    - iv. Final Cost Estimate
    - v. Renderings
      1. A maximum of six (6) final renderings will be produced to visualize the design. Renderings will not be photorealistic.
  - d. Client Review Period (2 weeks)
    - i. Following the final Construction Document Deliverable, the Client will provide comments and feedback. A Comment Review Form will be provided for the Client to log all comments.
- 4) Permitting
- a. Submit documents for permit and address any permit comments as required. Permit drawings will be submitted ahead of bidding activities to ensure flexibility with the overall project schedule and provide more confidence with the project budget. HDR Scope of Work and Fee are based upon permit drawings being submitted prior to bidding activities.
  - b. The Design Team understands that the building permit will be acquired through the City of Southport Development Services Department. Any local City of Southport board approvals that are required to be obtained in order to achieve permit will be conducted in a timely manner with permit application requirements.
- 5) Bidding Phase
- a. Preparation of Contract Documents to be used for a single bid package supporting a Design-Bid-Build delivery.
  - b. No attendance at any meetings is anticipated during the Bidding Phase per the HDR Scope of Work and Fee.
  - c. Answer bid RFIs and issue addenda related directly to the design and engineering elements captured in the Contract Documents.
  - d. Assist the Client with cost control activities supporting HDR Scope of Work and Fee items included in the Contract Documents.
    - i. Review and recommendation regarding alternates related to finishes only.
    - ii. Equivalency approvals/substitution requests.

- iii. Apply successfully awarded grant funding in alignment with grant requirements.
- iv. Any activities associated with rebidding will be considered additional services.
- e. No early packages are anticipated and/or included in HDR Scope of Work and Fee.
- f. Assist the Client with preparation of a single, stipulated sum contract for construction.

6) Construction Administration Phase

- a. Attend Pre-Construction Conference, to be led by the Contractor.
  - i. Attendance will be virtual or in-person.
- b. Attend OAC Meetings during construction (virtual) which are anticipated to occur biweekly.
- c. Review Contractor Submittals and Shop Drawings.
- d. Respond to Contractor RFIs.
- e. Construction site visits to view construction progress, which may be aligned with OAC Meetings as schedule allows. Punches are itemized separately.
  - i. Architect is limited to sixteen (16) visits.
  - ii. Structural Engineer is limited to four (4) visits.
  - iii. MEP/T Engineer is limited to six (6) visits.
  - iv. Vertical Transportation is limited to two (2) visits.
- f. Review and administer Contract Change orders.
- g. One (1) Punch at Substantial Completion.
- h. One (1) Punch at Final Completion.
- i. Review Contractor Pay Applications.

7) Project Closeout

- a. Develop Record Documents based upon Contractor's As-Built.
- b. Review of Contractor-provided Operations and Maintenance (O&M) manual.
- c. Warranty Activities
  - i. To occur after execution of the Certificate of Completion.
  - ii. Upon request of the Client, and prior to the expiration of one (1) year from the date of Substantial Completion, HDR will meet one (1) time with the Client to review building operations and performance for the purpose of identifying potential warranty issues and to verify the adequacy of the building's performance.

Any documents, reports, narratives, schedules and/or estimates constituting a deliverable will be provided by HDR electronically in Portable Document Format (PDF). Drawing deliverables will be provided by HDR electronically in the form of PDFs and AutoCAD files following established industry best practices.

## II. Project Schedule

The Project Schedule has not been finalized with the Client, but the HDR Scope of Work and Fee is based upon the following sequence and durations. Scope of Services are expected to fully commence upon full execution of an agreement and notice to proceed with the final Construction Document deliverable submitted to the Client within an estimated 8-month timeframe. Upon successful negotiation and agreement between the Client and Contractor, Scope of Work related to Construction Administration is estimated to occur within a 13-month timeframe from Contractor's notice to proceed to Final Closeout.

The schedule for Contract Document delivery assumes no significant changes to structural systems or life safety systems. The schedule for Contract Document delivery assumes a two-week Client Review Period following each deliverable. The schedule for Contract Document delivery assumes the documents will be under permit review in advance of the estimated building code change on July 1, 2026 from 2018 North Carolina Existing Building Code to the 2024 North Carolina Existing Building Code.

### **III. Clarifications & Assumptions**

This section addresses clarifications and assumptions with respect to the Scope of Work and deliverables required.

- a. HDR will serve as the prime consultant providing project management services, site observation of existing conditions and associated assessments, leadership of all meetings/presentations, review with necessary AHJs, review of existing documents, architecture, interior design, life safety, building code and accessibility review, low voltage & electronic security, acoustical design, grant research and application support, photography of existing conditions, and coordination and QA/QC (quality assurance/quality control) among the sub-consultant's work.
- b. ACE will serve as a sub-consultant providing structural engineering services.
- c. EDI will serve as a sub-consultant providing mechanical, electrical, and plumbing engineering services, along with fire alarm and telecommunication design services.
- d. Palacio will serve as a sub-consultant providing cost management and analysis services.
- e. Walker will serve as a sub-consultant providing vertical transportation planning, design, and consulting services.
- f. S&ME will serve as a sub-consultant providing Special Inspections (SI) and Construction Materials Testing (CMTA) services.
  - a. Limited geotechnical testing and recommendations will be included as defined in Section I, Scope of Services.
- g. The scope of the work includes coordination with the Client's Commissioning Agents for the project, both for the exterior envelope and the building systems.
- h. The Scope of Work excludes Furniture, Fixtures, & Equipment (FF&E).
- i. The Scope of Work excludes signage and wayfinding.
- j. The Scope of Work excludes exterior improvements to the site or landscape. Screening required for equipment as a result of exterior equipment updates is included in the scope and will be reviewed by the necessary AHJs.
- k. The Scope of Work does not include a site survey.
- l. The Scope of Work excludes an arborist or tree study to review the existing trees within the property line.
- m. The Scope of Work excludes studies, surveys, or abatement design for hazardous materials such as, but not limited to, asbestos or lead paint.
- n. The Scope of Work excludes providing assistance and support services for updating the National Register of Historic Places (NRHP) record documentation for the building.
- o. The Scope of Work excludes selective demolition services and investigations.
- p. The Scope of Work excludes extensive repairs and replacement considerations that may be required for the exterior stucco finish and the existing masonry beneath the exterior stucco finish. Based on the project description and information shared by the Client to date, the HDR Scope of Work and Fee is assumed to consider this existing façade assembly to be in good or fair condition, requiring only minor repairs, replacements of limited amounts of material, and/or focused reinforcing details.

- q. The Scope of Work excludes extensive repairs and remediation considerations that will be required for any existing settlement issues, such as but not limited to underpinning. Based on the project description and information shared by the Client to date, the HDR Scope of Work and Fee is assumed to consider any settlement conditions to be minor, requiring no extensive remediation activities.
- r. The Scope of Work excludes programming, design, detailing, and consideration of holding cells or the detaining of individuals within the building.
- s. The Scope of Work excludes any new exterior additions or expansions to the footprint of the existing building.
- t. The Scope of Work excludes a fire sprinkler system. Based on the project description and information shared by the Client to date, this system is not required.
- u. The Scope of Work excludes a fire pump. Based on the project description and information shared by the Client to date, this equipment is not required.
- v. The Scope of Work excludes conversion and design of this project to serve as an “Essential Facility,” “Critical Facility,” and/or “Emergency Operations Center” as defined by building codes. Based on the project description and information shared by the Client to date, these considerations are not required.
- w. It is understood that the project will need to be completed in accordance with SHPO standards and meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties. Based on the project description and information shared by the Client to date, the HDR Scope of Work and Fee is assumed to align with the defined treatment category of “Rehabilitation.” Based on the project description and information shared by the Client to date, the HDR Scope of Work and Fee excludes considerations for any other treatment category.
- x. It is understood that the City of Southport is not a Certified Local Government (CLG), which may impact opportunities for competitive grants. Grant applications are not guaranteed to result in successful selections for the grant funding.
- y. It is understood that the Contract Documents will be completed in accordance with the 2018 North Carolina Existing Building Code. The HDR Scope of Work and Fee is aligned with a schedule that allows this to be achieved prior to the estimated building code change date of July 1, 2026. Any delays to the schedule may necessitate redesign to meet the updated requirements of the building code, which would require additional services if the delays are not attributed to the design team.

#### **IV. Basic Compensation**

HDR’s fee proposal is based on the Scope of Services, Project Schedule, and the Clarifications & Assumptions as defined in Sections I through III above.

- a. Professional Services Fee
  - a. Total Basic Services, Lump-Sum Fee: eight hundred forty-seven thousand six-hundred and seventy-five dollars (\$847,675.00)
    - i. Schematic Design Phase: \$169,535.00
    - ii. Design Development Phase: \$186,488.50
    - iii. Construction Documents Phase: \$237,349.00
    - iv. Permitting & Bidding: \$42,383.75
    - v. Construction Administration & Project Closeout: \$211,918.75
      - 1. Includes an estimated not-to-exceed total of \$49,450 for SI and CMT services.
- b. Reimbursable expenses shall be in addition to Total Basic Services and include customary travel costs such as airfare, auto expenses, hotel stays, and meals as well as printing and shipping costs

of deliverable packages should they be necessary. Reimbursable costs will be billed at cost and are estimated not to exceed a total of eighteen thousand four-hundred and thirty-six dollars (\$18,436.00).

c. Additional Services

- a. Provided as Time (hourly rates) and Materials (reimbursable expenses at cost) when requested in writing by Client. Time will utilize the below hourly rate schedule, based upon 2025 calendar year rates, for the following key Design Team members:
- i. Richard Alsop: \$400.00
  - ii. Larry Hlavacek: \$375.00
  - iii. Robert Bittel: \$255.00
  - iv. Betsy Petrusic: \$200.00
  - v. Stephen Nuttall: \$185.00
  - vi. Masoumeh Hosseinzadeh: \$130.00
  - vii. Emily Hill Brown: \$120.00
  - viii. Jake Hardin: \$110.00
  - ix. Maddie Sisco: \$100.00
  - x. Jeanne Barnes: \$225.00
  - xi. Palacio – Kaye Smith: \$180.00
  - xii. ACE – Principal Engineer: \$300.00
  - xiii. ACE – Senior Registered Engineer: \$275.00
  - xiv. ACE – Registered Engineer: \$230.00
  - xv. ACE – Project Engineer: \$185.00
  - xvi. ACE – Senior Designer: \$175.00
  - xvii. ACE – Engineering Assistant: \$155.00
  - xviii. ACE – Technician: \$135.00
  - xix. EDi – Principal: \$215.00
  - xx. EDi – Project Manager: \$205.00
  - xxi. EDi – Project Engineer: \$195.00
  - xxii. EDi – Sr. Technical Designer: \$180.00
  - xxiii. EDi – Technical Designer: \$165.00
  - xxiv. Walker – Principal/Director: \$325.00
  - xxv. Walker – Senior Vertical Transportation Consultant: \$300.00
  - xxvi. Walker – Vertical Transportation Consultant: \$275.00
  - xxvii. Walker – Designer: \$210.00

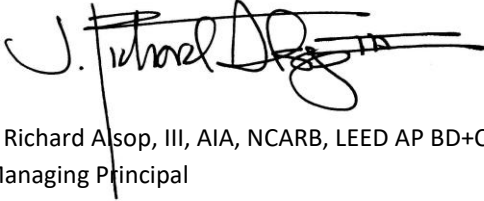
**V. Terms and Conditions**

- a. This proposal is based on the terms and conditions included in the proposed draft Standard Form Agreement between Client and HDR, which is currently under development and hasn't been finalized at this time.
- b. This proposal is valid for thirty (30) business days from the date indicated on the submittal, September 26, 2025.
- c. Invoicing for Scope of Services will be submitted monthly based on percent complete to date, along with reimbursable expenses.
- d. The Design Team will begin executing the scope of services in this proposal upon receipt of the Client's Notice to Proceed.
- e. Invoicing for Additional Services will be submitted as Time (hourly rates) and Materials (reimbursable expenses at cost) within a timely fashion from the date they are identified.

We are enthusiastic about the opportunity to collaborate with the City of Southport to provide Professional Services for the Old City Hall Police Conversion project. Thank you for your confidence in us by requesting this proposal. We look forward to discussing the project with you at your earliest convenience.

If you have any questions, please call or email Richard Alsop at (704) 973-6876 / richard.alsop@hdrinc.com, or contact Robert Bittel at (704) 338-6805 / robert.bittel@hdrinc.com.

Respectfully Submitted,  
HDR Architecture, Inc.

A handwritten signature in black ink, appearing to read "J. Richard Alsop, III", with a long horizontal flourish extending to the right.

J. Richard Alsop, III, AIA, NCARB, LEED AP BD+C  
Managing Principal

Cc: Robert Bittel, RA, NCARB, LEED AP, WELL AP, Civic Principal (HDR)

# DRAFT AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the «Twenty-Sixth» day of September«» in the year «2025»  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Southport  
1029 North Howe Street  
Southport, North Carolina 28416  
Telephone Number: 910-457-7949«»«»  
«»  
«»  
«»

and the Architect:  
(Name, legal status, address and other information)

HDR Architecture, Inc.  
440 S Church Street, Suite 1200  
Charlotte, North Carolina 28202  
Telephone Number: 704-338-6700«»«»  
«»  
«»  
«»

for the following Project:  
(Name, location and detailed description)

Architectural and Engineering Desing Services  
City of Southport Old City Hall Police Conversion  
Southport, North Carolina«»  
«»  
«»

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

In accordance with HDR's Proposal and Statement of Work letter dated September 26, 2025.↔

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The project is located at the historic Brunswick County Courthouse at 201 East Nash Street in Southport, NC.↔

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Unknown at time of execution.↔

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design Phase: 10 weeks (estimated).

Design Development Phase: 10 weeks (estimated).  
Construction Document Phase: 12 weeks (estimated).  
«—»

.2 Construction commencement date:

Unknown at time of execution.«—»

.3 Substantial Completion date or dates:

Unknown at time of execution.«—»

.4 Other milestone dates:

Unknown at time of execution«—»

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design-Bid-Build procurement and delivery. A stipulated sum construction contract with a single Contractor pursuant to competitive bidding.«—»

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Not applicable.«—»

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Tom Zilinek  
City Engineer  
City of Southport  
1029 North Howe Street  
Southport, North Carolina 28416

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§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Not applicable.«—»

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not applicable.«»«»

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«»

.2 Civil Engineer:

Not applicable.«»«»

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«»

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Unknown at time of execution.«»

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

J. Richard Alsop, III, AIA, NCARB, LEED AP BD+C  
Managing Principal«»  
HDR Architecture, Inc.  
440 S Church Street, Suite 1200  
Charlotte, North Carolina 28202  
Telephone Number: 704-973-6876

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

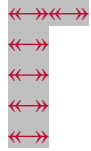
.1 Structural Engineer:

Neal W. Andrew, PE  
President  
Andrew Consulting Engineers, PC  
3811 Peachtree Avenue, Suite 300  
Wilmington, North Carolina 28403  
Telephone Number: 910-202-5555«»«»«»

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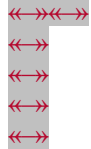
.2 Mechanical Engineer:

Brad Wynne, PE, RCDD  
Principal  
Engineered Designs, PLLC  
1151 SE Cary Parkway, Suite 200  
Cary, North Carolina 27518  
Telephone Number: 919-851-8481



**.3 Electrical Engineer:**

Brad Wynne, PE, RCDD  
Principal  
Engineered Designs, PLLC  
1151 SE Cary Parkway, Suite 200  
Cary, North Carolina 27518  
Telephone Number: 919-851-8481



**.4 Plumbing Engineer:**

Brad Wynne, PE, RCDD  
Principal  
Engineered Designs, PLLC  
1151 SE Cary Parkway, Suite 200  
Cary, North Carolina 27518  
Telephone Number: 919-851-8481

**.5 Telecommunications Design:**

Brad Wynne, PE, RCDD  
Principal  
Engineered Designs, PLLC  
1151 SE Cary Parkway, Suite 200  
Cary, North Carolina 27518  
Telephone Number: 919-851-8481

**.6 Fire Alarm Design:**

Brad Wynne, PE, RCDD  
Principal  
Engineered Designs, PLLC  
1151 SE Cary Parkway, Suite 200  
Cary, North Carolina 27518  
Telephone Number: 919-851-8481

**.7 Elevator Design:**

Garrett Brown  
Director of Vertical Transportation – South Region



Walker Consultants, Inc  
650 Trade Centre Way, Suite 325  
Portage, Michigan 49002  
Telephone Number: 470-603-0808

**.8 Cost Estimator:**

Michael Palacio, CPE  
President, Chief Cost Estimator  
Palacio Collaborative  
400 Galleria Pkwy SE, Suite 1500  
Atlanta, Georgia 30339  
Telephone Number: 404-609-9006

**.9 SI, CMT, and Geotech Services:**

Tom Raymond, PE, PMP, RSM  
Vice President, Area Manager  
S&ME, Inc  
9751 Southern Pine Blvd  
Charlotte, North Carolina 28273  
Telephone Number: 919-954-6229

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

Not applicable.↔↔

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

Not applicable.↔↔

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~one million dollars~~ (\$1,000,000) for each occurrence and ~~one million dollars~~ (\$1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~one million dollars~~ (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ~~one million dollars~~ (\$1,000,000) each accident, ~~one million dollars~~ (\$1,000,000) each employee, and ~~one million dollars~~ (\$1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~one million dollars~~ (\$1,000,000) per claim and ~~one million dollars~~ (\$1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is

fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services                                                          | Responsibility<br>(Architect, Owner, or not provided) |
|--------------------------------------------------------------------------------|-------------------------------------------------------|
| § 4.1.1.1 Programming                                                          | Architect                                             |
| § 4.1.1.2 Multiple preliminary designs                                         | Architect                                             |
| § 4.1.1.3 Measured drawings                                                    | Architect                                             |
| § 4.1.1.4 Existing facilities surveys                                          | Architect                                             |
| § 4.1.1.5 Site evaluation and planning                                         | Not Provided                                          |
| § 4.1.1.6 Building Information Model management responsibilities               | Architect                                             |
| § 4.1.1.7 Development of Building Information Models for post construction use | Not Provided                                          |
| § 4.1.1.8 Civil engineering                                                    | Not Provided                                          |
| § 4.1.1.9 Landscape design                                                     | Not Provided                                          |
| § 4.1.1.10 Architectural interior design                                       | Architect                                             |
| § 4.1.1.11 Value analysis                                                      | Not Provided                                          |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3        | Not Provided                                          |
| § 4.1.1.13 On-site project representation                                      | Owner                                                 |
| § 4.1.1.14 Conformed documents for construction                                | Architect                                             |
| § 4.1.1.15 As-designed record drawings                                         | Architect                                             |
| § 4.1.1.16 As-constructed record drawings                                      | Architect                                             |
| § 4.1.1.17 Post-occupancy evaluation                                           | Not Provided                                          |
| § 4.1.1.18 Facility support services                                           | Owner                                                 |
| § 4.1.1.19 Tenant-related services                                             | Owner                                                 |
| § 4.1.1.20 Architect's coordination of the Owner's consultants                 | Architect                                             |
| § 4.1.1.21 Telecommunications/data design                                      | Architect                                             |
| § 4.1.1.22 Security evaluation and planning                                    | Architect                                             |
| § 4.1.1.23 Commissioning                                                       | Owner                                                 |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3              | Not Provided                                          |
| § 4.1.1.25 Fast-track design services                                          | Not Provided                                          |
| § 4.1.1.26 Multiple bid packages                                               | Not Provided                                          |
| § 4.1.1.27 Historic preservation                                               | Architect                                             |
| § 4.1.1.28 Furniture, furnishings, and equipment design                        | Not Provided                                          |
| § 4.1.1.29 Other services provided by specialty Consultants                    | Not Provided                                          |
| § 4.1.1.30 Other Supplemental Services                                         | Not Provided                                          |

| Supplemental Services | Responsibility<br>(Architect, Owner, or not provided) |
|-----------------------|-------------------------------------------------------|
|                       |                                                       |

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

*In accordance with HDR's Proposal and Statement of Work letter dated September 26, 2025.↔↔*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

*In accordance with HDR's Proposal and Statement of Work letter dated September 26, 2025.↔↔*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Sixteen ( 16 ) visits to the site by the Architect during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and

filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

☐

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration,

provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

↔N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

↔N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

In accordance with HDR's Proposal and Statement of Work letter dated September 26, 2025.↔↔

- .2 Percentage Basis  
(Insert percentage value)

Not applicable.↔↔ (↔↔) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

Not applicable.↔↔

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable.↔↔

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

In accordance with HDR's Proposal and Statement of Work letter dated September 26, 2025.↔↔

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ↔↔0 percent (↔↔%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

In accordance with HDR's Proposal and Statement of Work letter dated September 26, 2025.↔↔

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

In accordance with HDR's Proposal and Statement of Work letter dated September 26, 2025.

|                              |             |           |     |    |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase       | ↔↔          | percent ( | ↔↔  | %) |
| Design Development Phase     | ↔↔          | percent ( | ↔↔  | %) |
| Construction Documents Phase | ↔↔          | percent ( | ↔↔  | %) |
| Procurement Phase            | ↔↔          | percent ( | ↔↔  | %) |
| Construction Phase           | ↔↔          | percent ( | ↔↔  | %) |
| Total Basic Compensation     | one hundred | percent ( | 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most

recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**In accordance with HDR's Proposal and Statement of Work letter dated September 26, 2025.↔**

| Employee or Category | Rate (\$0.00) |
|----------------------|---------------|
|                      |               |

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ↔0 percent ( ↔0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**Unknown at time of execution.↔**

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ↔0 (\$ ↔0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of  (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

## § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid  (31 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

Unknown at time of execution.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

Unknown at time of execution.

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ☐ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

☐

[ ☐ ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

☐

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

HDR's Proposal and Statement of Work letter dated September 26, 2025.

This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*

Tom Zilinek  
City Engineer  
City of Southport

« »« »

*(Printed name and title)*

**ARCHITECT** *(Signature)*

J. Richard Alsop, III, AIA, NCARB, LEED AP  
BD+C  
Managing Principal  
HDR Architecture, Inc.

« »« »

*(Printed name, title, and license number, if required)*





**Budget Amendment  
Fiscal Year 2025-2026  
Budget Amendment 2**

WHEREAS on March 3<sup>rd</sup>, 2025, the Board of Aldermen (“Board”) voted to designate the Old City Hall Building for use by the police department and to serve as the Board chambers and asked the Planning Board for recommendation; and

WHEREAS on April 10<sup>th</sup>, 2025, the Board made the final vote to move forward with plans to use Old City Hall for Police use and Board Chambers determined RFQ’s would be due no later than May 20<sup>th</sup>, 2025; and

WHEREAS on July 22<sup>nd</sup>, 2025, The Board voted to select HDR Architects as the preferred firm to carry out the design phase and other services related to the project; and

WHEREAS HDR has submitted their final contract and proposal for their services; and

WHEREAS these funds were not originally budgeted in Fiscal Year 2025-2026 and the Board desires to transfer funds from the General Fund to initiate the renovation project:

**NOW THEREFORE BE IT ORDAINED**, by the Board of Aldermen of the City of Southport, North Carolina that the annual budget ordinance for fiscal year 2025-2026 shall be amended as follows:

|                              |           |
|------------------------------|-----------|
| Revenue                      | Increase  |
| Appropriated Fund Balance    | \$900,000 |
| 10-00-3991-0000              |           |
| Expenditure                  | Increase  |
| Transfer to Capital Fund     | \$900,000 |
| 10-99-3970-9600              |           |
| Revenue                      | Increase  |
| Transfer in General Fund     | \$900,000 |
| 23-23-3970-0000              |           |
| Expenditures                 | Increase  |
| Capital Outlay-Old City Hall | \$900,000 |
| 23-23-7300-9800              |           |

Adopted by the Southport Board of Aldermen in regular session, October 6<sup>th</sup>, 2025

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Rich Alt  
Mayor, City of Southport

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Tori Deviney  
City Clerk



## BOARD OF ALDERMEN AGENDA ITEM SUMMARY

**DATE:** October 6, 2025

**DEPARTMENT:** Board of Aldermen/Administration

**ITEM SPONSORED BY:** City Clerk

**ITEM/TOPIC:** Osprey Landing - Phase 4 Annexation Application

**JUSTIFICATION:** Bill Clark Homes of Wilmington, LLC has submitted a petition for the voluntary annexation of Phase Four of the Osprey Landing development. The City Clerk has investigated the petition to be sufficient and ready to move forward. The Board now must hold a public hearing on the annexation request and then the Board can approve the annexation.

**ATTACHMENTS:** Application, Clerk certification, annexation ordinance

**REQUESTED ACTION:** Hold a public hearing and approve the annexation ordinance.

# PARAMOUNT

ENGINEERING, INC.

|              |                                              |                    |                                     |
|--------------|----------------------------------------------|--------------------|-------------------------------------|
| <b>To:</b>   | City of Southport                            | <b>Date</b>        | 08/28/2025                          |
|              | Planning Department                          |                    |                                     |
|              | 1029 N. Howe Street                          | <b>Re:</b>         | Osprey Landing – Annexation Phase 4 |
|              | Southport, NC 28461                          |                    |                                     |
| <b>Attn:</b> | Maureen Meehan<br>Planning Services Director | <b>Project No.</b> | 18198.PE                            |

**We are sending:**    ☒ Originals    ☐ Prints    ☐ Shop Drawings    ☐ Calculations

**The following items:**    ☐ Correspondence    ☒ Plans    ☐ Specifications    ☒ Other as listed below

| Quantity | Date    | Dwg. No. | Description                                      |
|----------|---------|----------|--------------------------------------------------|
| 2        | 8/28/25 |          | Paper Copies of Phase 4 Annexation Maps (Signed) |
| 1        | 8/28/25 |          | Mylar Copies of Phase 4 Annexation Maps (Signed) |
| 1        | 8/28/25 |          | Subdivision Application & Application Fee        |
| 1        | 8/28/25 |          | PUD Phasing Exhibit (Reference Only)             |
| 1        | 8/28/25 |          | Notarized Letter of Authorization – Phase 4      |
| 1        | 8/28/25 |          | Legal Descriptions Phase 4                       |
|          |         |          |                                                  |

**Issue Status:**    ☒ For Approval    ☐ As Requested    ☐ Construction    ☐ Bid  
☐ For Your Use    ☐ For Review and Comment    ☐ Approved as Noted    ☐ See Remarks

**Action Taken:**    ☐ No Exceptions Taken    ☐ Make Corrections Noted    ☐ Amend & Resubmit  
☐ Rejected - See Remarks    ☐ Approved as Submitted    ☐ Other

**Remarks:**

Mo, please find the attached annexation application documents for your review. As we discussed a couple weeks ago, we would appreciate being placed on the next available agenda (September) knowing that it will take (2) meetings to have this officially approved (October).

As with previous annexations for this project, the property ownership and vested rights to be claimed are referenced to the documents that are on file with the City of Southport. Please let me know if you have any questions or need any additional copies of the information provided and we'll get you what you need.

Digital copies will be sent via email. Thanks for your help.

Mike

Cc:

*Maureen Meehan*  
8/28/25

Signed:

*Mike Nichols*  
Mike Nichols, RLA



# ANNEXATION APPLICATION

City of Southport, NC

1029 N Howe Street, Southport, NC 28461 • Phone: (910) 457-7900 • Fax: (910) 457-7948

All applications for annexation into the City of Southport must be complete and accompanied by the application fee of \$150.00, payable in cash or by check made to the City of Southport. Annexation may also require a change in the zoning of the property. Please consult with the Planning & Zoning staff to determine whether rezoning is required. Any annexation petition that includes a rezoning will require a recommendation from the Planning Board on the rezoning before a hearing will be set by the Board of Aldermen for the Annexation. All applications must be complete and all fees must be paid in full before a petition will be forwarded to the Planning Board or Board of Aldermen. Applicants are responsible for attending all meetings where this petition will be considered.

Project Name (if applicable):

**OSPREY LANDING - PHASE 4**

## SECTION 1: APPLICANT INFORMATION

Applicant Name:

**BILL CLARK HOMES OF WILMINGTON LLC**

Mailing Address:

**200 E. ARLINGTON BLVD., SUITE A, GREENVILLE, NC 27858**

Phone: **(252) 355-5805**

Fax: **(252) 355-2806**

Email: **LWEAVER @**

## SECTION 2: PROPERTY OWNER INFORMATION (if different from above)

**BILLCLARKHOMES.COM**

Owner Name(s):

Mailing Address:

Phone:

Fax:

Email:

## SECTION 3: PROPERTY INFORMATION

Street Address and/or

Description of Location:

Parcel Tax ID #(s): **PORTIONS OF:**

**22100028 & 221NA008**

Total Site Acres or  
Square Feet:

Current Zoning District(s):

**PUD**

Proposed Zoning Change(s):

**NO CHANGE**

**NOTE:** If any change in zoning accompanies this annexation petition, a separate rezoning application is required.

#### SECTION 4: VESTED RIGHTS

Do you declare vested rights? ☒ YES ☐ NO

A vested right is the right to undertake and complete an approved site specific development plan or an approved phased development plan. A site specific development plan may include any of the following plans or approvals: A planned unit development plan, a subdivision plat, a minor or major site plan, a special use permit, a conditional or any other land-use approval designation as may be utilized by the City.

When land is annexed into the City of Southport and that land has an existing vested right from a site specific development plan approved by Brunswick County or another municipality, the property owner has the right develop the property according to the site specific development plan if (1) vested rights are declared at the time of annexation, (2) proof of such right is provided, and (3) the City determines based on the information provided that such right exists.

If you declare vested rights, please describe those rights in writing (use additional sheets as necessary):

*INFORMATION ON FILE WITH CITY OF SOUTH PORT FROM PREVIOUS PHASE ANNEXATIONS.*

If you declare vested rights, you must submit evidence of such right with this application. Evidence must be in sufficient detail to determine whether such right exists and the extent of such right. Necessary information may include an approved building permit, development permit, special use permit, site plan, preliminary plat, or PUD Site Plan.

#### SECTION 5: MUNICIPAL CONTIGUITY

An area is deemed contiguous if it either abuts directly on the primary Town boundary or is separated from the Town boundary by a street or street right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other political subdivision, or lands owned by the State of North Carolina. An area is not deemed contiguous if it abuts the boundary of a non-contiguous municipal area.

Is the territory petitioned for annexation contiguous to the primary boundary of the City of Southport?:

☒ Contiguous ☐ Non-Contiguous

#### SECTION 6: SUPPLEMENTAL INFORMATION REQUIRED

Each annexation application use must include:

- ☒ A complete contiguous or non-contiguous annexation petition, signed by all owners of property included in the annexation territory.
- ☒ An application fee of \$150.00 with the application.
  - One (1) 18" X 24" Mylar annexation map bearing the seal of a licensed surveyor.
  - Two (2) paper copies of the sealed annexation map.
  - One digital copy of the annexation map.
  - One (1) paper copy of a legal metes and bounds description of the property bearing the seal of a licensed surveyor.
  - One (1) electronic text document of the legal metes and bounds description
  - One (1) paper copy of evidence of ownership (i.e. deed).
  - Evidence of vested rights, if claimed.
  - A notarized letter of authorization, if acting as the agent for the property owner(s).

*> ON FILE WITH CITY OF SOUTHPORT FROM EARLIER PHASE ANNEXATIONS.*

SECTION 7: APPLICANT/OWNER SIGNATURE

In filing this Annexation Application, I hereby certify that I am authorized to submit this application and that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

Signature: \_\_\_\_\_

Date: 8/18/2025

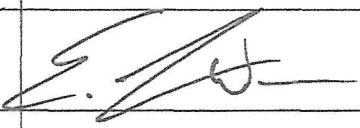
## Petition Requesting Voluntary Contiguous Annexation

TO THE BOARD OF ALDERMEN OF THE CITY OF SOUTHPORT, NORTH CAROLINA:

1. We the undersigned owner(s) of real property respectfully request that the area described in paragraph 2 below be annexed to the CITY OF SOUTHPORT.
2. The area to be annexed is contiguous to the City of Southport and the boundaries of such territory are described in the attached metes and bounds description (Exhibit "A") and annexation map (Exhibit "B"), attached hereto and incorporated herein by reference.

Vested rights, with respect to such property, have not been established, under N.C.G.S. 160A385.1, except as described in Exhibit "C", attached hereto and incorporated herein by reference.

Respectfully,

| Printed Name                 | Mailing Address                                                                                      | Parcel ID #s)        | Vested Rights?                                                         | Signature                                                                           | Date    |
|------------------------------|------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------|
| LANDON<br>WEAVER,<br>MANAGER | BILL CLARK HUNES<br>OF WILMINGTON LLC<br>200 E ARLINGTON BLVD.<br>SUITE A<br>GREENVILLE, NC<br>27858 | 22100028<br>221NA008 | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |  | 8/18/25 |
|                              |                                                                                                      |                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |                                                                                     |         |
|                              |                                                                                                      |                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |                                                                                     |         |
|                              |                                                                                                      |                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |                                                                                     |         |
|                              |                                                                                                      |                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |                                                                                     |         |
|                              |                                                                                                      |                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |                                                                                     |         |
|                              |                                                                                                      |                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |                                                                                     |         |
|                              |                                                                                                      |                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |                                                                                     |         |

AUTHORITY FOR APPOINTMENT OF PERSON

TO ACT ON MY BEHALF WITH REGARD TO PERMIT APPLICATION

Parcel: 22100028 & 221NA008

Owner: Bill Clark Homes of Wilmington LLC  
101 Autumn Hall Drive  
Wilmington, NC 28403

The undersigned owner(s),

*Part of*  
Bill Clark Homes of Wilmington LLC  
Candon Weaver, Manager

Do hereby appoint Paramounte Engineering, Inc.

To act on my behalf as an agent for the purpose of petitioning City of Southport, North Carolina for a Non-Contiguous, Voluntary Annexation application to the City of Southport.

This appointment agreement shall continue in effect until final disposition of the petition submitted in conjunction with this appointment, or unless notified in writing by the property owner(s).

Date:

8/18/25

Appointee's Name, Address & Telephone:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Owner(s):

E. C. Weaver Manager  
\_\_\_\_\_  
\_\_\_\_\_

Notarized:



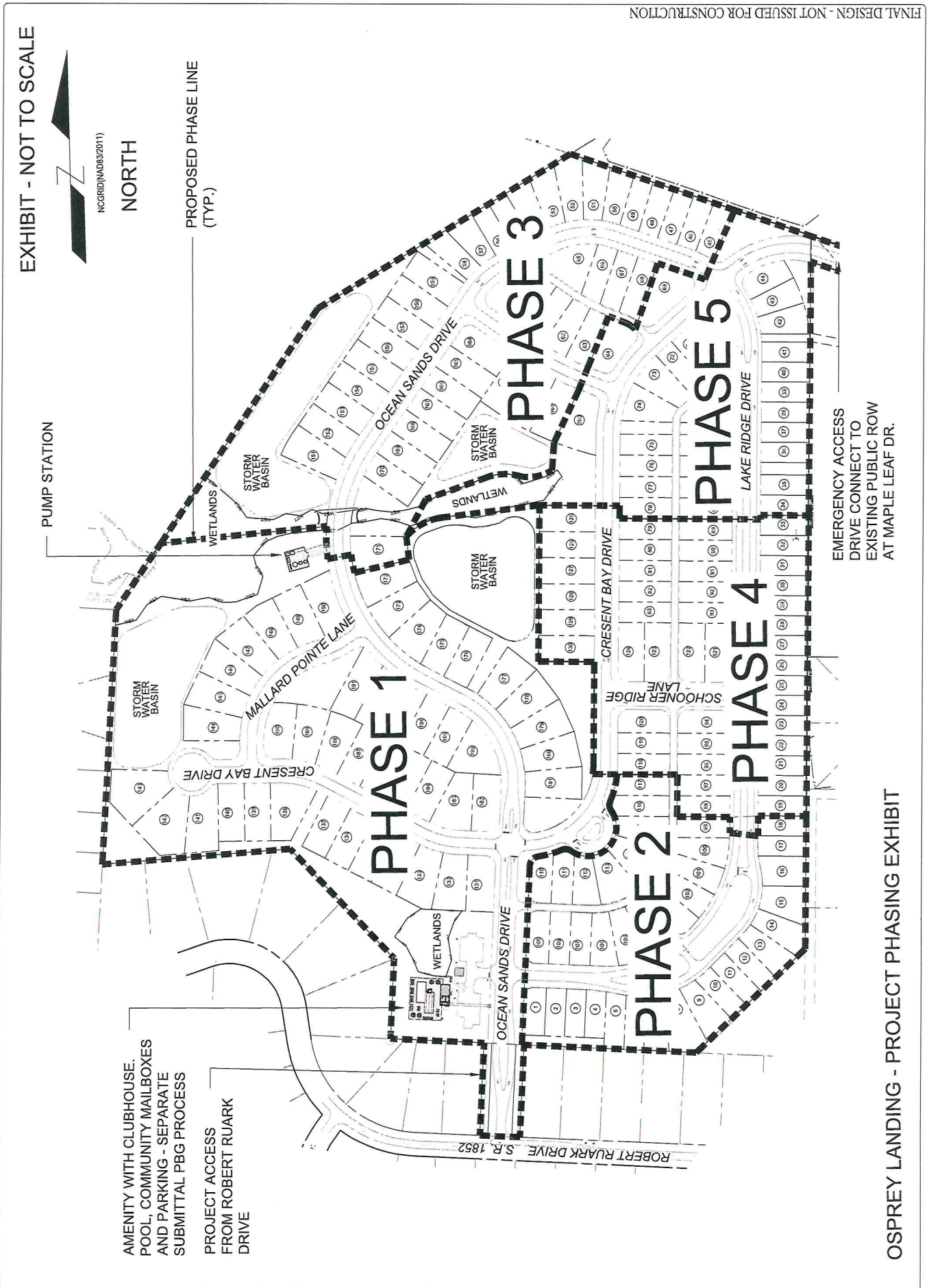
NORTH CAROLINA  
PITT COUNTY

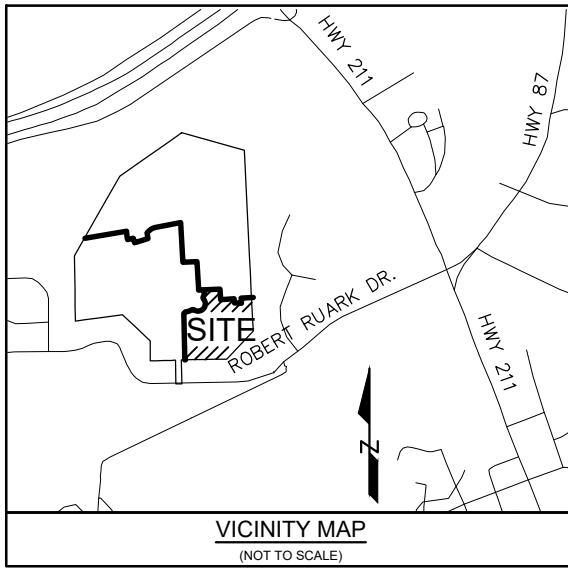
I Penny Ann Pollard, a Notary Public of the County and State aforesaid, do hereby certify that E. C. Weaver personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

Witness my hand and Notary Seal this 18th day of Aug, 2025

Penny Ann Pollard  
Notary Public  
Penny Ann Pollard

My Commission Expires: March 26, 2029





| CURVE | RADIUS  | ARC LENGTH | DELTA     | CHORD LENGTH | CHORD BEARING |
|-------|---------|------------|-----------|--------------|---------------|
| C1    | 170.00' | 22.34'     | 7°31'49"  | 22.33'       | S 00°33'50" W |
| C2    | 200.00' | 118.24'    | 33°52'20" | 116.52'      | N 71°54'33" E |
| C3    | 200.00' | 94.50'     | 27°04'23" | 93.63'       | N 41°26'11" E |
| C4    | 200.00' | 86.24'     | 24°42'20" | 85.57'       | N 15°32'50" E |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 03°11'25" E | 50.00'   |
| L2   | N 87°23'33" W | 70.36'   |
| L3   | N 03°11'25" W | 39.38'   |
| L4   | S 03°12'04" E | 31.11'   |
| L5   | N 87°37'37" E | 20.00'   |
| L6   | N 03°11'25" W | 10.50'   |
| L7   | N 88°50'42" E | 28.39'   |
| L8   | N 86°47'56" E | 60.38'   |
| L9   | S 86°47'56" W | 30.19'   |

#### SITE DATA

SITE ADDRESS(S): 2014 ROBERT RUARKE DRIVE  
SOUTHPORT, NORTH CAROLINA 28461

OWNER INFORMATION: BILL CLARK HOMES OF WILMINGTON, LLC  
101 AUTUMN HALL DR SUITE 120  
WILMINGTON, NC 28403

TOTAL SITE AREA: PHASE FOUR  
433,785 SQ. FT.±, OR 9.96 AC.±

PAR ID: 2210002803  
PIN: 209718209353  
DEED BOOK 5391, PAGE 914

ZONING: PD

#### NOTES

- AREA CALCULATED BY COORDINATE METHOD.
- THE SUBJECT PARCEL IS LOCATED IN ZONE X - MINIMAL FLOOD RISK AREA - AS SHOWN BY FEMA PANEL NUMBER 3720209600K & 3720209700K BEARING AN EFFECTIVE DATE OF AUGUST 28, 2018.
- UTILITIES AS SHOWN ARE PLOTTED FROM INFORMATION VISIBLE IN THE FIELD AND FROM INFORMATION PROVIDED BY UTILITY COMPANIES. ADDITIONAL UTILITIES NOT SHOWN MAY EXIST. THE APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED PRIOR TO LAND DISTURBING ACTIVITIES.
- THIS LOT IS SUBJECT TO ALL UTILITY EASEMENTS, RESTRICTIONS, OR COVENANTS OF RECORD.
- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
- THIS PLAT IS FOR ANNEXATION ONLY.

#### CERTIFICATE OF ACCURACY AND MAPPING

I, JOSHUA A. EXLINE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION NOTED; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 28TH DAY OF AUGUST, A.D., 2025.

JOSHUA A. EXLINE, PLS LICENSE NO. L-5421

I, JOSHUA A. EXLINE, CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS A RECOMBINATION PLAT OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION IN THE DEFINITION OF SUBDIVISION.

JOSHUA A. EXLINE, PLS LICENSE NO. L-5421

OSPREY LANDING POA, INC  
PID: 221NH00102  
PIN: 209717204496  
DB 5350 PG 506  
MB 146 PG 69

LHH HOLDINGS, LLC  
PID: 22100028  
PIN: 209718208764  
DB 5082 PG 1392

PHASE FOUR  
433,785 SQ. FT.± OR  
9.96 AC.±

BILL CLARK HOMES OF  
WILMINGTON, LLC  
PARID: 2210002803  
PIN: 209718209353  
DB 5391 PG 914

#### SPECIAL NOTE

PROJECT IS NOT ON NC STATE PLANE COORDINATE SYSTEM.

MNS CONTROL CORNER "A"  
NAD 83 (2011 ADJ.)-  
N: 69818.40  
E: 2292552.12

PROJECT-  
N: 69819.22  
E: 2292551.21

MNS CONTROL CORNER "B"  
NAD 83 (2011 ADJ.)-  
N: 69275.81  
E: 2292563.29

PROJECT-  
N: 69276.62  
E: 2292562.14

#### DATE

#### REVISIONS

#### OWNER INFORMATION

BILL CLARK HOMES OF  
WILMINGTON, LLC  
101 AUTUMN HALL DR - STE 120  
WILMINGTON, NC 28403

**PARAMOUNT**  
ENGINEERING  
122 Cinema Drive  
Wilmington, North Carolina 28403  
(910) 791-6707 (O) (910) 791-6760 (F)  
NC License #: C-2846

AREA ANNEXED BY THE CITY OF SOUTHPORT  
ON \_\_\_\_\_  
OSPREY LANDING - PHASE FOUR  
ROBERT ROURKE DRIVE  
SMITHVILLE TOWNSHIP  
BRUNSWICK COUNTY, NC

SEAL

1 of 1

DATE: JUNE 24, 2025 SCALE: 1"=100'

PEI JOB#: 18198.PE

- LEGEND:**
- |       |                         |           |                         |
|-------|-------------------------|-----------|-------------------------|
| ○ IPF | IRON PIPE FOUND         | —         | BOUNDARY LINE           |
| ○ IRF | IRON ROD FOUND          | - - -     | ADJOINING BOUNDARY LINE |
| ○ IRS | IRON ROD SET            | - - - -   | RIGHT OF WAY            |
| ⊕ PKF | PK NAIL FOUND           | - - - - - | PHASE LINE              |
| ○ PKS | PK NAIL SET             |           |                         |
| □ CMF | CONCRETE MONUMENT FOUND |           |                         |
| ○ CP  | COMPUTED POINT          |           |                         |

SCALE: 1"=100'



# PARAMOUNT

ENGINEERING, INC.

August 28, 2025  
18198.PE

Bill Clark Homes of Wilmington, LLC.  
Osprey Landing  
Phase 4  
City of Southport  
Brunswick County, NC

Being a portion of that tract of land located in Smithville Township, Brunswick County, State of North Carolina; also known as a portion of the First Tract (Parcel ID: 2210002803) owned by Bill Clark Homes of Wilmington, LLC., as shown in Deed Book 5391, Page 914 of the Brunswick County Register of Deeds; said parcel being more particularly described as follows:

Beginning at an existing iron pipe, the southwest corner of Lot 5 of Forest Oaks Subdivision – Phase 2 as shown in Map Cabinet T, Page 25, Brunswick County Registry. Said iron pipe found is the principal place of beginning for this survey.

Thence with the western line of Bonnet Way HOA, Inc., as found in Deed Book 2975 at Page 915, S 03°12'44" E - a distance of 67.78 feet to an iron rod found at the northeast corner of Lot 18 in Osprey Landing – Phase Two as shown in Map Cabinet 146 at Page 72;

Thence leaving the western line of Bonnet Way HOA, Inc., and with the line of Phase Two of Osprey Landing as shown in Map Cabinet 146 at Page 72, the following courses;  
S 86°47'16" W - a distance of 119.97 feet to an iron rod found;  
S 03°11'25" E - a distance of 50.00 feet to an iron rod found;  
N 87°23'33" W - a distance of 70.36 feet to a point;  
N 03°11'25" W - a distance of 39.38 feet to an iron rod found;  
S 86°47'56" W - a distance of 132.10 feet to an iron rod found;  
N 03°09'18" W - a distance of 104.00 feet to an iron rod found;  
S 86°47'56" W - a distance of 150.84 feet to an iron rod found on the Phase One line of Osprey Landing as shown in Map Cabinet 146 at Page 69;

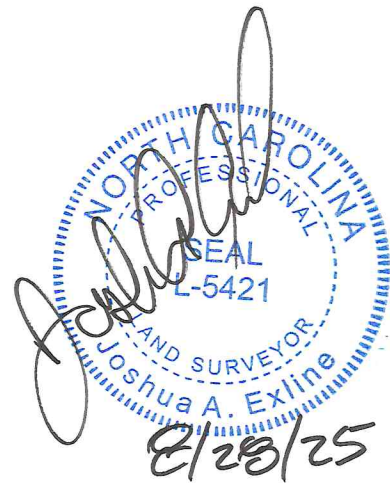
Thence with the line of Phase One the following courses;  
S 86°47'56" W - a distance of 60.38 feet to a point;  
With a curve turning to the left with an arc length of 22.34 feet, a radius of 170.00 feet, a chord bearing of N 00°33'50" E, a chord length of 22.33 feet, to a point;  
N 03°12'04" W - a distance of 258.12 feet to an iron rod found;  
S 86°47'56" W - a distance of 140.00 feet to an iron rod found;  
N 03°12'04" W - a distance of 390.00 feet to an iron rod found;

Thence leaving the line of Phase One and with the line of Phase 4 the following courses;  
N 86°47'56" E - a distance of 200.00 feet to a point;  
S 03°12'04" E - a distance of 31.11 feet to a point;  
N 86°47'56" E - a distance of 130.00 feet to a point;  
N 87°37'37" E - a distance of 20.00 feet to a point;  
N 86°47'56" E - a distance of 201.92 feet to a point;  
N 03°11'25" W - a distance of 10.50 feet to a point;  
N 86°47'16" E - a distance of 120.08 feet to a point on the western line of The Ridge at Forest Oaks HOA, Inc., as shown in Deed Book 2531 at Page 292;

Thence with the western line of The Ridge at Forest Oaks HOA, Inc., S 03°12'04" E - a distance of 352.22 feet to an iron rod found;

Thence with the western line of Reed and Michelle Monday as shown in Deed Book 3870 at Page 788 and the western line of Forest Oaks Subdivision Lots 5 and 6 as shown in Map Cabinet T at Page 25, S 03°09'18" E - a distance of 330.00 feet to an iron pipe found. Said iron pipe found is the principal place of beginning for this survey.

Said parcel as described containing 433,785 square feet or 9.96 acres, more or less.





**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S.  
160A-31**

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on September 11, 2025 by the Board of Aldermen; and

**WHEREAS**, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

**WHEREAS**, the Board of Aldermen of the City of Southport deems it advisable to proceed in response to this request for annexation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the City of Southport that:

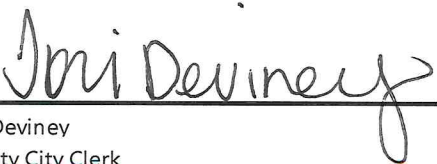
1. The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Board of Aldermen the result of her investigation.

Adopted this the 11<sup>th</sup> day of September, 2025.



X 

Rich Alt  
Mayor

X 

Tori Deviney  
Deputy City Clerk



### CERTIFICATION OF SUFFICIENCY

To the Mayor and Board of Aldermen of the City of Southport, North Carolina:

I, Tori Deviney, City Clerk of the City of Southport, North Carolina, do hereby certify that I have investigated the attached petitions and hereby make the following findings:

- A. The petitions contain an accurate property description of the area proposed for annexation.
- B. The area described in the petitions is contiguous to the City's primary corporate limits, as defined by N.C.G.S. §160A-31.
- C. The petitions are signed by, and include the addresses of, all owners of real property lying in the area described therein.
- D. The petitions are sufficient and valid, and the property owners of each parcel have declared vested rights.

In witness whereof, I have hereunto set my hand and affixed the Seal of the City of Southport, this 1<sup>st</sup> day of OCTOBER 2025



Tori Deviney  
Tori Deviney, City Clerk  
City of Southport

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
SOUTHPORT, NORTH CAROLINA**

**ANX# 25-01**

**WHEREAS**, the Board of Aldermen of the City of Southport has been petitioned under G.S. 160A-31 to annex the area described herein; and

**WHEREAS**, the Board of Aldermen has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

**WHEREAS**, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 9:00 am on October 6, 2025 at The Southport Community Building, 223 E Bay St, Southport, NC 28461, after due notice by publication on September 24, 2025 and October 1, 2025; and

**WHEREAS**, the Board of Aldermen finds that the petition meets the requirements of G.S. 160A-31;

**NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Southport, North Carolina, that:**

**Section 1.**

By virtue of the authority granted by G.S. 160A-31, the corporate limits of the City of Southport are hereby extended to include the following described territory, which territory is contiguous to the present City boundary and whose owners have petitioned for annexation:

*Being a portion of that tract of land located in Smithville Township, Brunswick County, State of North Carolina; also known as a portion of the First Tract (Parcel ID: 2210002803) owned by Bill Clark Homes of Wilmington, LLC., as shown in Deed Book 5391, Page 914 of the Brunswick County Register of Deeds; said parcel being more particularly described as follows:*

*Beginning at an existing iron pipe, the southwest corner of Lot 5 of Forest Oaks Subdivision*

*Phase 2 as shown in Map Cabinet T, Page 25, Brunswick County Registry. Said iron pipe found is the principal place of beginning for this survey.*

*Thence with the western line of Bonnet Way HOA, Inc., as found in Deed Book 2975 at Page 915, S 03°12'44" E - a distance of 67.78 feet to an iron rod found at the northeast corner of Lot 18 in Osprey Landing - Phase Two as shown in Map Cabinet 146 at Page 72;*

*Thence leaving the western line of Bonnet Way HOA, Inc., and with the line of Phase Two of Osprey Landing as shown in Map Cabinet 146 at Page 72, the following courses;*

*S 86°47'16" W - a distance of 119.97 feet to an iron rod found;*

*S 03°11 '25" E - a distance of 50.00 feet to an iron rod found;*

*N 87°23'33" W - a distance of 70.36 feet to a point;*

*N 03°11'25" W - a distance of 39.38 feet to an iron rod found;*

*S 86°47'56" W - a distance of 132.10 feet to an iron rod found;*

*N 03°09'18" W - a distance of 104.00 feet to an iron rod found;*

*S 86°47'56" W - a distance of 150.84 feet to an iron rod found on the Phase One line of Osprey Landing as shown in Map Cabinet 146 at Page 69;*

*Thence with the line of Phase One the following courses;*

*S 86°47'56" W - a distance of 60.38 feet to a point;*

*With a curve turning to the left with an arc length of 22.34 feet, a radius of 170.00 feet, a chord bearing of N 00°33'50" E, a chord length of 22.33 feet, to a point;*

*N 03°12'04" W - a distance of 258.12 feet to an iron rod found;*

*S 86°47'56" W - a distance of 140.00 feet to an iron rod found;*

*N 03°12'04" W - a distance of 390.00 feet to an iron rod found;*

*Thence leaving the line of Phase One and with the line of Phase 4 the following courses;*

*N 86°47'56" E - a distance of 200.00 feet to a point;*

*S 03°12'04" E - a distance of 31.11 feet to a point;*

*N 86°47'56" E - a distance of 130.00 feet to a point;*

*N 87°37'37" E- a distance of 20.00 feet to a point;*

*N 86°47'56" E- a distance of 201.92 feet to a point;*

*N 03° 11'25" W - a distance of 10.50 feet to a point;*

*N 86°47'16" E - a distance of 120.08 feet to a point on the western line of The Ridge at Forest Oaks HOA, Inc., as shown in Deed Book 2531 at Page 292;*

*Thence with the western line of The Ridge at Forest Oaks HOA, Inc., S 03°12'04" E - a distance of 352.22 feet to an iron rod found;*

*Thence with the western line of Reed and Michelle Monday as shown in Deed Book 3870 at Page 788 and the western line of Forest Oaks Subdivision Lots 5 and 6 as shown in Map Cabinet Tat Page 25, S 03°09'18" E - a distance of 330.00 feet to an iron pipe found. Said iron pipe found is the principal place of beginning for this survey.*

*Said parcel as described containing 433,785 square feet or 9.96 acres, more or less as shown on the annexation plat prepared by Paramounte Engineering on June 24<sup>th</sup>, 2025 which is recorded in Map Cabinet \_\_\_\_\_ at page \_\_\_\_\_ of the Brunswick County Register of Deeds.*

## **Section 2.**

Upon and after October 6, 2025, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Southport and shall be entitled to the same privileges and benefits as other parts of the City of Southport. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

## **Section 3.**

The Mayor of the City of Southport shall cause to be recorded in the office of the Brunswick County Register of Deeds, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

This ordinance shall become effective upon its adoption.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

CITY OF SOUTHPORT

Attest:

\_\_\_\_\_  
Rich Alt, Mayor

\_\_\_\_\_  
Tori Deviney, City Clerk