



Agenda
Foxfire Village Council
Work Session Meeting
May 28, 2026 5:30 PM
Village Hall Meeting Room

1. Call to Order
2. Approval of Work Session Agenda
3. Planning & Zoning Board Update
 - Planning and Zoning Recommendations
4. Continued from Previous Meeting
 1. Approval of Minutes
 - February 26, 2026 Work Session
 - March 3, 2026 Special Closed Meeting
 2. Brough Law Firm - MOU
 3. Permanent Notification Sign
 4. Foxfire Village Green and Trails Capital Asset Management Initial Assessment May 2026
 5. Village Green Park
 - Park Rules
 - Park Reservations
 6. Streets
 7. FY 26-27 Budget Review
 - Foxfire 46 tekstar
 - Foxfire 46 announcer quote
 - Foxfire Village Green and Trails Capital Asset Management Initial Assessment May 2026
 - VillageParkRules 2026
 - Resident Park Request For Use 2026
 - Non binding Mou Village Of Foxfire Brough Law Firm
 - Sec. 21 8 5.2. Signs
 - Non Resident Park Request For Use 2026
5. New Discussion / Work Items :
 1. Budget Amendments
 2. Zoning Question - Forest Ridge Lane
 3. Police Liability Policy
 - Police Professional Liability
6. Public Comment Period
7. Adjournment

Planning and Zoning Recommendations

05/22/26

(Proposed changed to existing UDO section in Red)

Recommendation 1.

This proposed amendment to Accessory Buildings Sec 21-8-1, and Accessory Buildings 21-8-1.1, Greenhouse section of The Table of Authorized Uses UDO, and Sec 21-16-1 Definitions is consistent with applicable elements of the Foxfire Village Land Use Plan and Long-Range Plan and is reasonable and in the public interest in order to provide clear and consistent guidance to property owners.

Sec. 21-8-1. - Accessory buildings.

Accessory buildings are permitted within **all zoning districts except the RM district the districts specified in appendix A** with the approval of a development permit. A development permit will be issued when the accessory building meets the requirements of the district and the following:

- (1) No accessory building shall be built upon a lot until the construction of a main building has commenced.
- (2) Accessory buildings shall not be rented. **or used for gain.**
- (3) Accessory buildings on single lots of one acre or less shall not exceed ten percent of the total area under roof of the main building or 400 square feet, whichever is greater. A single accessory building is permitted. Accessory buildings on single lots larger than one acre but less than two acres shall not exceed ten percent of the total area under roof of the main building or 600 square feet, whichever is greater. A single accessory building is permitted. On single lots of two acres to four acres, total accessory building square footage shall not exceed 25 percent of the total area under roof of the main building or 800 square feet, whichever is greater. Two accessory buildings are permitted. On single lots greater than four acres, total accessory building square footage shall not exceed 40 percent of the total area under roof of the main building or 1,200 square feet whichever is greater. Three accessory buildings are permitted. Total area under roof includes garages, screened and unscreened porches, but does not include unfinished utility and crawl spaces.
- (4) Building exteriors of accessory buildings shall be of a material and color to blend with the main building and surroundings and be aesthetically compatible. Metal or plastic accessory buildings are not allowed, except greenhouses may be constructed of polycarbonate panels or glass installed in aluminum or metal frames.
- (5) All accessory building foundations must be screened with lattice or plantings per section 21-8-4, Landscaping.
- (6) Roof shall overhang sidewalls, except at the gable ends, in an amount proportional to the size of the building.
- (7) Flat roofs are not permitted.

- (8) Accessory buildings shall be located between the setback lines and the main building.
 - (9) The accessory building shall not be located in the front yard.
 - (10) Accessory buildings located on corner lots shall not be located in the portion of the yard adjacent to either street.
 - (11) Accessory buildings shall not be attached to the main building and must be a minimum of ten feet from the main building.
 - (12) Accessory buildings larger than 12 feet in any direction (or greater than 144 square feet total), including storage sheds, require a permanent foundation such as a cement slab or footings with block and brick or other facing materials. Above ground exposed concrete blocks are not permitted.
 - (13) Detached garages, when the main building has no garage, are not considered accessory buildings for purposes of the restrictions in subsection (3) above. Carports are not permitted.
 - (14) Additional accessory buildings to those permitted by sub-section (3) above are permitted within the RA-5, EU, RE, and RF-200 zoning districts. The restrictions as to number and total square footage for accessory buildings set forth in sub-section (3) above do not apply to additional accessory buildings in these zoning districts.
- (Ord. No. 2021-07, § 2, 7-13-2021; Ord. No. 2023-11, § 1, 6-13-2023; Ord. No. 2024-05, § 1, 2-13-2024)

Sec. 21-8-1.1. - Additional accessory buildings.

Additional accessory buildings to those permitted by section 21-8-1 Are permitted within the EU, RE, **RF-200**, and RA-5 zoning districts when they meet the following requirements:

- (1) The following accessory buildings are permitted:
 - a. Stable or barn.
 - b. Storage buildings.
 - c. Run-in shed.
 - ~~d. Pool house.~~
 - ~~e. Greenhouse.~~
 - f. Tool shed.
 - g. Detached guest quarters not to exceed 50 percent of the square footage of the primary residence, exclusive of garages, screened and unscreened porches, and unheated utility spaces. Only one detached guest quarter is permitted.
 - h. Detached garage.
 - i. Chicken coop.
 - j. Rabbit hutch.
 - k. Other accessory buildings that are subordinate and incidental to the use of equine, small farm, and rural estate properties.**
- (2) No accessory building shall be built upon a lot until the construction of a main building has commenced.

- (3) Accessory buildings shall not be rented. ~~or used for gain.~~
- (4) Guest quarters shall not be permitted unless a primary residence exists.
- (5) No trailer, mobile or manufactured home shall be allowed on any lot, except during the active construction of a permitted structure, and are not considered accessory buildings. This prohibition does not apply to farm, horse trailers.
- (6) Building exteriors shall be of a material and color to blend with the main buildings and surroundings and be aesthetically compatible with the main building.
- (7) Flat roofs are not permitted.
- (8) Accessory buildings shall be located between the setback lines and the main building.
- (9) Accessory buildings shall not be located in the front yard.
- (10) Accessory buildings located on a corner lot shall not be located in the portion of the yard adjacent to the street.
- (11) Accessory buildings shall not be attached to the main building.
- ([Ord. No. 2021-07](#), § 2, 7-13-2021; [Ord. No. 2024-07](#), § 4, 2-13-2024; Ord. No. [2024-18](#), § 3, 12-10-2024)

Table of Authorized uses based on the above changes-

- Greenhouse. No on-premise sales RS-20, RS-30, RS-40WS
- Greenhouse- sales of products grown on premises allowable in VB, RA5, RE, RF200, EU, and CZ.

Proposed additions to Sec 21-16-1. - Definitions

- **Stable:** A building in which domestic animals (especially horses) are sheltered and fed, typically divided into stalls or compartments.
- **Barn:** A large farm building used for storing grain, hay, or other crops, and often for housing livestock or farm equipment. It can also refer to a very large or bare building in a non-farm context.
- **Storage Building:** A building or structure primarily used for storing goods, materials, equipment.
- **Run-in Shed:** A simple, usually three-sided shelter with a roof and open front, designed for animals (especially horses) to enter for protection from weather elements like rain, wind, or sun.
- **Pool House:** A small freestanding structure located near a swimming pool, typically used for changing clothes, storing pool equipment, providing bathrooms/showers, or offering guest amenities.
- **Greenhouse:** A structure with glass or transparent walls and roof, used for growing or protecting plants under controlled temperature and climate conditions.
- **Tool Shed:** A small outbuilding or shed used for storing tools, often garden or yard tools.

- **Detached Guest Quarters** (or guesthouse/guest quarters): A separate, detached small building or living space (near a main house) designed for accommodating guests, providing temporary lodging with its own facilities.
- **Detached Garage**: A freestanding, roofed, and enclosed structure (separate from the main dwelling) designed primarily to shelter or store one or more motor vehicles.
- **Chicken Coop**: A small building or enclosure for housing and keeping chickens or other poultry.
- **Rabbit Hutch**: A cage or small enclosure (usually made of wood and wire mesh) for keeping domestic rabbits.

Recommendation 2.

This proposed amendment to Sec. 4.1 of Foxfire General Code, UDO Sec. 21-8-6 Home Occupations, and Sec 21-16-1 Definitions is consistent with applicable elements of the Foxfire Village Land Use Plan and Long-Range Plan and is reasonable and in the public interest in order to provide clear and consistent guidance to property owners.

Foxfire General Code, Sec. 4-1. - Restrictions in residential areas.

It shall be illegal for a residence to be used in the manufacture, point of sale, wholesale or retail selling or servicing of any product in the residential areas except if the business activity occurs completely within the walls of a residential dwelling ~~or accessory building, has a noise level that cannot be heard in surrounding homes~~ **has a noise level that does not exceed a level generally accepted in residential areas**, has no walk-in trade, and ~~does not require employees, employee parking~~ **/or does not require** special equipment that is not completely contained within the residential ~~or accessory building~~. There shall be no exterior signs that indicate a business condition exists.

(Code 1993, § 7-17; Code 2002, § 8-2; Ord. of 6-8-2004)

Sec. 21-8-6. - Home occupations.

Home occupations are permitted in residential zoning districts, provided that the use and/or structures shall adhere to the minimum standards of the district and the following:

- (1) There shall be no signs advertising the occupation.
 - (2) There shall be no more than one employee other than the bona fide residents of the dwelling.
 - (3) The portion of the dwelling used for the home occupation shall not exceed 30 percent of the first floor area of the dwelling **but can occupy entirety of an accessory building**.
 - (4) The occupation shall be conducted entirely within the dwelling **or accessory building**.
 - (5) No sounds shall be audible outside the building.
 - (6) ~~The home occupation shall not involve the manufacture of hard goods and/or the utilization of large noise generating machinery.~~ **Noise levels from the home occupation shall not exceed a level generally accepted in residential areas.**
- ([Ord. No. 2021-07](#), § 2, 7-13-2021)

Proposed additions to Sec 21-16-1. - Definitions

Walk-in trade (also called walk-in business or walk-in customers) refers to the portion of a business's revenue or activity that comes from unscheduled customers who spontaneously enter the premises without a prior appointment.

Home Occupation any business conducted for gain within a residential dwelling or accessory building (working remotely from home is not considered a home occupation).

Recommendation 3.

This proposed amendment is consistent with applicable elements of NC G.S. § 160D-301 (b) (3) and in the public interest in order to provide clear and consistent guidance in administrative policies.

To promote informed and transparent appointments, the following process shall apply when filling vacancies or expired terms on the Planning and Zoning Board:

1. Planning and Zoning Board Vacancies shall be posted publicly on the Foxfire Village Website where possible, within 5 business days of the vacated seat. In the case of expired terms, the vacancy shall be posted publicly 30 days prior to the end of term. The P&Z Board Chair shall receive all applications as they are submitted and will organize and dissemination to the remaining P&Z Board members.
2. The P&Z Board Chair shall schedule interviews for qualified applicants. All current P&Z Board members shall have the opportunity to participate in interviewing candidates.
3. Following the interviews, the P&Z Board shall collectively review the applications and interview outcomes in regular or special meeting, then recommend by majority vote candidate(s) during the meeting to be presented to the Village Council.
4. The Foxfire Village Council shall receive all submitted applications (with ineligible applicants marked as such), the P&Z Board's recommendations, and may conduct additional due diligence, including but not limited to contacting candidates directly, as it deems necessary. The Foxfire Village Council shall make the final appointment decision(s) in accordance with applicable law and this chapter. This process is intended to assist the appointing authorities in making fully informed decisions with addition of the knowledge and experience gained by current Planning and Zoning members about the operations, conduct, and abilities essential to their board.

Recommendation 4.

This proposed amendment to Use of dwelling units and short-term rentals section of UDO Sec 21-8-13, Definitions UDO Sec 21-16-1 and Appendix A is consistent with applicable elements of the Foxfire Village Land Use Plan and Long-Range Plan and is reasonable and in the public interest in order to provide clear and consistent guidance to property owners.

Sec. 21-8-13. - Use of dwelling units and short-term rentals.

Dwelling units may be occupied or held ready for occupancy for residential purposes only. Accessory or other uses of dwelling units (e.g., home occupations) may be permissible under other provisions of this UDO. Dwelling units may be occupied or held ready for occupancy by one family on a long-term basis. A dwelling unit is occupied or held ready for occupancy by one family on a long-term basis if the dwelling unit is being occupied as a permanent residence by one family, or is offered for sale or rent as a permanent residence for one family, or is being offered for rent or is rented to one family for a minimum period of at least 90 days.

Short-term rental (STR) of dwelling units.

Short-term rentals are not permitted within the RS20, RS30, and RS40WS zoning districts. A dwelling unit is occupied or held ready for occupancy on a short-term basis if the dwelling unit is rented or offered for rent or otherwise occupied for periods of less than 30 days, for more than a total of 20 days within a calendar year. Rental of a dwelling unit for less than 20 days in a calendar year is not considered an STR. Short-term rentals are permitted in the RM, EU, RE, RF-200, and RA-5 zoning districts subject to the regulations below.

Owners of dwelling units operating as a short-term rental in zones RS-20, RS-30, and RS-40 WS during the 365 days prior to (date of adopted ordinance) must apply for an annual STR Nonconforming Use Permit with the Village Zoning Administrator. Once a property fails to be used as a short-term rental for a period of 180 consecutive days, that nonconforming use is now discontinued and the dwelling must comply with the conforming uses of the assigned zone.

Owners of dwelling units used for short-term rental purposes, apply with the Village Zoning Administrator and receive a copy of NCGS Chapter 42A- Vacation Rental Act and the short-term rental regulations, set forth below.

- a. No displays of goods, products, services, or other advertising shall be visible from outside of the dwelling.
- b. No activities other than lodging shall be provided.
- c. Off-street parking shall be required
- d. No signage shall be allowed for short-term vacation rentals.
- e. The length of stay of guests shall be less than 30 days.

- f. Exterior lighting shall be residential in nature and shall comply with the lighting requirements in the UDO.
- g. The short-term vacation rental owner or operator shall maintain liability insurance on the property, which covers the short-term vacation rental use and guests.
- h. The short-term vacation rental shall comply with all current and applicable building codes.
- i. The short-term vacation rental must be reviewed annually and inspected for compliance with the annual zoning permit.
- j. Occupancy of the STR shall be limited to 2 individuals per bedroom
- k. Foxfire Village UDO and Foxfire Village Code shall be followed at all times- 3 infractions of the UDO will result in loss of STR Nonconforming Use Permit

Owners of short-term rentals are strongly encouraged to carry general liability insurance.

All short-term rentals shall have a designated responsible party who is available 24 hours a day during all times that the property is rented or used on a transient basis. The name, telephone number, and email address of the designee shall be conspicuously posted within the short-term rental unit. Foxfire Village Administrator shall supply the Foxfire Police Department with a current master list of all STRs and the designee contact information for each permitted STR. The designee shall reside within 30 miles of the short-term rental property and should be available to respond to complaints within one hour of their receipt. Continuous nonresponse will result in loss of STR Nonconforming Use Permit.

All commercial activity is prohibited. STR guests shall comply with all village ordinances including with regard to noise and unlawful acts.

The dates and instructions for trash and recycling collection shall be posted prominently with the STR. Trash receptacles must be the size and number authorized by existing refuse contracts. The STR operator shall ensure that all receptacles are set out for collection on the proper collection day and removed from the street or alley on the scheduled collection day, in accordance with Chapter 14 of the village Code. As stated above, repeated violations of ordinance or code will result in loss of STR Nonconforming Use Permit.

Appendix A - Table of Authorized uses:

Change Short Term Rentals to allowable only in RM, RA-5, EU, RE, RF-200, and CZ

Sec 21-16-1 Definitions:

Short Term Rental (STR): refers to the use of a residential dwelling for rental purposes for a period of no less than 20 days and no more than 30 consecutive days per contracted transient lodging event in exchange for financial consideration.

STR Nonconforming Use Permit: an official acknowledgement from Foxfire Village that a property's use as a Short Term Rental (STR) was legal prior to the new zoning ordinance

and may continue as long as it is not discontinued (for a period of 180 days or more), discontinued for continuous violation of Foxfire Village Code or UDO infractions, enlarged, extended, or intensified. The application for STR Nonconforming Use Permits will expire annually after (date of ordinance adoption) and is transferable with the deed of the property.

Prepared for:

Foxfire Village

1 Town Hall Drive

Jackson Springs,

Prepared by:

Jane Hyde

jhyde@stewartsigns.com

1.888.237.3928 x1740

DESCRIPTION	PRICE
Double Sided Full Color Tekstar Outdoor LED Sign LED display integrated inside of an aluminum sign cabinet with a solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun. LED display • 10.66mm full color display at 60 pixels high by 150 pixels wide (9,000 total pixels per side) • Active display area: 2' 1" x 5' 3" (10.9 square feet per side) • LED Placement: Center • 1 to 8 rows of text, and the ability to use your own images and video clips • 10-year parts availability guarantee (see warranty for details) • Entire sign UL Listed and FCC Part 15 compliant See full display capabilities Communication method • Communication provided by cellular modem and LIFETIME Cell Connect data plan. See full specifications Sign structure and faces • Double sided 4' 0" x 6' 0" sign cabinet with 12" deep extruded aluminum • TCI® industrial powder coat finish, color: Teal Green • Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face • Internal illumination with LED lamps • TUFFAK® SL pan formed face{s} removable via internal retainers • Side Brackets mount • Lifetime warranty on structure and face{s}, including vandalism (see warranty for details) Electrical specifications • One 20 amp circuit, 120 volts; max draw: 6.88 amps Custom Options • Remote USB box for exterior mounting • Logo Redraw	\$19,157.43 
Software SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. Learn more.	Included
Freight	Included

Total: \$19,157.43

+ any applicable sales tax

Payment terms: Purchase Order, Net 30

Prepared for: Foxfire Village • Jackson Springs, North Carolina

Prepared by: Jane Hyde • jhyde@stewartsigns.com • 1.888.237.3928 x1740

SHIPPING INFORMATION

Sign and All Other Components

1 Town Hall Drive Jackson Springs, NC 27281

Contact: Stephen Gunn

(910) 975-4657 council.publicsafety@foxfirenc.com

Invoices

1 Town Hall Drive Jackson Springs NC, 27281

All items not specified here will be shipped to:

1 Town Hall Drive Jackson Springs NC, 27281

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS (*unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice.

Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).

DATA PLAN: By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

I have read and understand the Terms & Conditions above.

INITIALS

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Initial each page of the quote. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.
4. If your organization is sales tax exempt, provide your sales tax exemption certificate with order.

Customer's authorized signature for quote Q-1018402

SIGNATURE

PRINT NAME

DATE

Jane Hyde

Jane Hyde, Sign Consultant

05-13-2026

Prepared for: Foxfire Village • Jackson Springs, North Carolina

Prepared by: Jane Hyde • jhyde@stewartsigns.com • 1.888.237.3928 x1740

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. LED panels are also covered from vandalism for the duration of the electronics portion of the Limited Warranty (5 years). Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies will be repaired or replaced, at the sole discretion of the Company. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one quarter of one percent (0.25%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote. This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement. ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty. This includes the Ubiquiti wireless radios provided by Stewart Signs, which carry a one (1) year warranty from ship date when purchased with a new sign
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.

- c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring salt air/fog, electrochemical oxidation or corrosion and/or metallic pollutants. Also not covered is normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense.
- 13) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 14) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 15) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.
- 10-Year Parts Guarantee – Stewart Signs provides a 10-year parts guarantee for our LED signage. While hardware can change year over year, we will have available suitable hardware to allow the continued use of your signage for 10-years from the ship date of the sign. Changes in hardware include but are not limited to: visual hardware changes, software changes, or control system upgrades.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/

Prepared for:

Foxfire Village

1 Town Hall Drive

Jackson Springs,

Prepared by:

Jane Hyde

jhyde@stewartsigns.com

1.888.237.3928 x1740

DESCRIPTION	PRICE
Double Sided Announcer Changeable Letter Sign Extended message area sign with dedicated message area and riveted letter tracking. Our most popular changeable letter sign. Changeable letter area • 4 rows of letter tracking for 4" changeable letters • 501 black changeable letters with letter storage case • TUFFAK® SL polycarbonate locking vandal cover with prop arms Sign structure and faces • Double sided 4' 0" x 6' 0" sign cabinet with 10" deep extruded aluminum • TCI® industrial powder coat finish, color: Teal Green • Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face • Internal illumination with LED lamps • TUFFAK® SL pan formed face{s} removable via Front retainers • Side Brackets mount • Lifetime warranty on structure and face{s}, including vandalism (see warranty for details) Electrical specifications • One 20 amp circuit, 120 volts; max draw: 1.10 amps Custom Options • Logo Redraw	\$6,306.00
Freight	Included

Total: \$6,306.00

+ any applicable sales tax

Payment terms: Purchase Order, Net 30

Prepared for: Foxfire Village • Jackson Springs, North Carolina

Prepared by: Jane Hyde • jhyde@stewartsigns.com • 1.888.237.3928 x1740

SHIPPING INFORMATION	TERMS & CONDITIONS (*unless noted elsewhere in this quote)
Sign and All Other Components 1 Town Hall Drive Jackson Springs, NC 27281 Contact: Stephen Gunn (910) 975-4657 council.publicsafety@foxfirenc.com Invoices 1 Town Hall Drive Jackson Springs NC, 27281 <i>All items not specified here will be shipped to:</i> 1 Town Hall Drive Jackson Springs NC, 27281 <i>Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.</i>	TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order. PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost. INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost. CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees. SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost. I have read and understand the Terms & Conditions above. INITIALS

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Initial each page of the quote. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.
4. If your organization is sales tax exempt, provide your sales tax exemption certificate with order.

Customer's authorized signature for quote Q-1018383

SIGNATURE

PRINT NAME

DATE

Jane Hyde

05-13-2026

Jane Hyde, Sign Consultant

Prepared for: Foxfire Village • Jackson Springs, North Carolina

Prepared by: Jane Hyde • jhyde@stewartsigns.com • 1.888.237.3928 x1740

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. LED panels are also covered from vandalism for the duration of the electronics portion of the Limited Warranty (5 years). Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies will be repaired or replaced, at the sole discretion of the Company. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one quarter of one percent (0.25%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote. This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement. ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty. This includes the Ubiquiti wireless radios provided by Stewart Signs, which carry a one (1) year warranty from ship date when purchased with a new sign
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.

- c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring salt air/fog, electrochemical oxidation or corrosion and/or metallic pollutants. Also not covered is normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense.
- 13) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 14) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 15) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.
- 10-Year Parts Guarantee – Stewart Signs provides a 10-year parts guarantee for our LED signage. While hardware can change year over year, we will have available suitable hardware to allow the continued use of your signage for 10-years from the ship date of the sign. Changes in hardware include but are not limited to: visual hardware changes, software changes, or control system upgrades.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/

FOXFIRE VILLAGE GREEN PARK & TRAIL SYSTEMS CAPITAL ASSET MANAGEMENT & OPERATIONAL SERVICES ASSESSMENT

Prepared by: Legion Construction Services

Date: 20 May 2026

Document Type: Strategic Infrastructure Assessment Framework



EXECUTIVE SUMMARY

At the request of Foxfire Village leadership, Legion Construction Services conducted a field assessment of the Village Green Park, recreational infrastructure, trail systems, restroom facilities, pavilion structures, playground areas, and associated public-use assets. Legion Construction Services will conduct a field assessment of the Pickle Ball Courts and Connecting Facilities in a separate report. The purpose of this assessment was to evaluate current infrastructure conditions, operational sustainability, deferred maintenance concerns, public safety exposure, asset preservation requirements, and long-term capital improvement considerations. The assessment identified varying degrees of deferred maintenance, environmental degradation, erosion-related impacts, aging infrastructure deterioration, operational inefficiencies, and inconsistent sustainment practices. Legion Construction Services recommends transitioning from a reactive maintenance model toward a phased capital asset management and preventative sustainment framework focused on preserving infrastructure life, reducing life-cycle costs, higher end - non forecasted repair demands, improving public safety, enhancing operational efficiency, and supporting long-term recreational development and capital outlay objectives.

ASSESSMENT METHODOLOGY

Legion Construction Services conducted on-site field observations and operational evaluations of restroom facilities, pavilion structures, playground infrastructure, green spaces, common-use areas, and trail systems. Assessment criteria included observable infrastructure degradation, public safety concerns, drainage and erosion conditions, operational functionality, maintenance accessibility, environmental exposure, life-cycle sustainability, and long-term serviceability considerations.

STRATEGIC ASSESSMENT OBJECTIVES

1. Public Safety & Risk Reduction
2. Asset Preservation
3. Operational Sustainability
4. Capital Improvement Planning
5. Recreational Infrastructure Enhancement

RESTROOM FACILITY ASSESSMENT

The restroom facility remains operational and structurally serviceable; however, multiple maintenance and sustainment deficiencies were identified requiring corrective action to preserve long-term functionality and operational reliability. Observed issues included damaged septic tank riser access cover, improperly mounted security cameras, broken exterior fan mounting, lighting failures, damaged light switches, malfunctioning urinal motion sensors, intermittent hand dryer operation, deteriorated stall hardware, non-serviceable mounted soap dispensers, deep cleaning requirements, deteriorated caulking around all caulked areas including ceiling trim, separated trim, lack of common water point connections, and recurring pest activity.

Legion recommends monthly inspection and service schedules addressing current prioritized punch list repairs while evolving to preventative maintenance services tracking procedures that include standardized inspections, on the spot minor repair remedy, identified and planned replacement inventory systems, and inclusion of recurring professional sanitation and pest management services. Legion also recommends capital upgrades to the facility that consider exterior hose connection / frost free yard hydrant, and an accessible drinking / bottle refill fountain.

FOXFIRE VILLAGE GREEN PARK & TRAIL SYSTEMS CAPITAL ASSET MANAGEMENT & OPERATIONAL SERVICES ASSESSMENT

Prepared by: Legion Construction Services

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PAVILION & COMMON AREA ASSESSMENT

The pavilion area remains a valuable communal recreational asset but exhibits environmental exposure, deferred maintenance, and aging infrastructure conditions. Concrete flat work displayed mildew accumulation, staining, and weather-related discoloration. Waste receptacles showed accelerated corrosion exposure beyond repair and at risk to rust staining surrounding concrete surfaces. Existing grill infrastructure exhibited advanced corrosion and deteriorating grates beyond repair and a risk to users for transfer of rust and metal particles to food. Pavilions show fascia boards improperly fastened, warped, partially deteriorated, and in need of replacement. Pavilions show multiple wasp nests and carpenter bee activity. Ceiling fans appear to be undersized to generate air circulation relevant to the structure size or capable of insect deterrence. Entrance signage shows extensive rodent and insect damage and live activity.

Legion recommends semi-annual surface cleaning, pest management, inspection cycles, life-cycle replacement of aging grills with 390 sq. in. Covered Park Style Charcoal Grills and Exterior Rated Waste Receptacles, ceiling fan replacement, sign replacement with non-hollow core signage, and phased fascia board replacement to support long-term preservation with planned maintenance and sustainment efforts.

PLAYGROUND AREA ASSESSMENT

Legion Construction Services assessed the playground structure and surface play area. The structure is in great condition and no issues identified. The surfacing ground area for protective mulch depth was identified to be of high risk and not adequate for proper impact attenuation capability. Existing mulch depth was found substantially below commonly accepted playground safety standards for public recreational facilities. The concrete step area entering the playground was also found to be of high risk for excessive tread depth and rise height as part of the low mulch depth. Industry guidance and nationally recognized standards referenced include:

- ASTM F1292 — Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment
- ASTM F1487 — Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
- U.S. Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook

- Immediate notification was made to the Council Lead for Parks of this identified hazard, and 60 Cubic Yards of Playground Mulch were scheduled at the immediate direction of the Council Lead for Parks for installment on 20 May 2026 as an immediate corrective safety measure and remedied within 12 hours of identification and notification. This also reduced risk to the concrete step area as well.

Legion recommends annual playground structure inspections to ensure all fasteners remain serviceable and at proper manufacturer torque ratings. Legion also recommends periodic depth verification procedures and planned continuous recurring mulch replenishment cycles as a proactive and protective measure to public safety. Legion also identified a significantly deteriorated concrete surface shuffle ball court system appearing non-serviceable adjacent to the playground and recommends a low cost, low maintenance, long term lifecycle capital repurposing effort such as a concrete cornhole game play area or resurface and repurpose to a striped hopscotch or chalk drawing zone.

TRAIL SYSTEM ASSESSMENT

The Village trail system possesses significant recreational and environmental value; however, substantial evidence of erosion progression, deferred drainage maintenance, invasive overgrowth, infrastructure degradation, excessive deadfall accumulation, concentrated high risk tree identification, and storm water management deficiencies were identified. Observed conditions included trail washout areas, erosion channels, gravel displacement, buried trail material, and failed water diversion pathways. Legion also identified, calculated, and estimated 300 tons worth of moderate to high risk accumulated deadfall and over 100 high risk trees concentrated within the entire trail system

FOXFIRE VILLAGE GREEN PARK & TRAIL SYSTEMS CAPITAL ASSET MANAGEMENT & OPERATIONAL SERVICES ASSESSMENT

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area and an additional 40-plus, high-risk trees near the open trail system. Legion also identified 3x Copperhead snakes moving permissively under concealed underbrush within 18 inches of the walking trail system.

Legion recommends development of a phased trail stabilization and forestry management services program strategy focused on high-erosion corridors, steep-grade areas, repetitive washout zones, and drainage-critical segments. Future stabilization measures may include geo-textile underlay systems, culvert modernization, engineered drainage controls, and selective hard scape trail sections.

Legion recommends that all trail maintenance efforts also focus equally on forestry mulching operations to address deadfall accumulation and factor fire break and control consideration including underbrush management to control hazardous wildlife and insect crossover, poisonous plants, and deliberately phase coordinated hazardous tree removal to mitigate unplanned and uncontrolled tree and limb falling probably in times of severe storms.

Legion also identified significant potential for future capital outlay planning for additional recreational use of the existing trail system without heavy modification as well. Legion was asked to provide consultation on not only the current conditions but also assessments on future recreational amenity planning growth development. Legion assesses the Village Green Trails hold very high potential and long-term community value. Legion identified exceptional potential for disc golf courses, adventure course race challenges, natural scenic sitting and picnic areas, bird watching and photography sites, and other tranquil recreational opportunities within the site. All recommended services to protect and manage this asset set conditions for future development plans and fully incorporate streamlining integration, expansion, and optimal use of all planned capital projects.

STRATEGIC INFRASTRUCTURE MANAGEMENT RECOMMENDATIONS

Legion Construction Services recommend Foxfire Village to consider transitioning toward a structured Parks & Recreational Asset Management Program focused on preventative maintenance, routine services, recurring inspection schedules, life-cycle infrastructure planning, deferred maintenance reduction, operational sustainment, and long-term capital forecasting under programmed budgeting. This will enable optimal usage of all assets to the highest standards, reduction of public safety risk, loss of use, unpredictable budgeting, and higher episodic repair and replacement demands.

RECOMMENDED PRIORITY FRAMEWORK

Critical — Immediate safety or infrastructure preservation concern (0–30 Days)

High — Operational or asset preservation concern (1–6 Months)

Moderate — Sustainment improvement initiative (6–18 Months)

Long-Term — Capital enhancement opportunity (1–5 Years)

FINAL ASSESSMENT

Foxfire Village possesses a strong recreational infrastructure foundation with substantial long-term community value and expansion potential. However, many systems are currently operating within a deferred maintenance environment that will continue compounding unpredictable operational costs, infrastructure degradation, risk to public safety, loss of use, or capital loss if not strategically addressed.

Implementation of a programmed, phased, risk-based, sustainable, capital asset management and services strategy optimize infrastructure resilience, public safety, operational efficiency, and long-term recreational value.

RULES FOR FOXFIRE VILLAGE GREEN PARK

EMERGENCIES: An emergency only 911 phone is located at the back of the restroom building.

PARK HOURS: SUNRISE to SUNSET
and defined by Daily Weather Reports

*EXCEPTION – 9:00 PM If Park has been Reserved.
All Clean-up must be complete by 9:00 PM.*

ALCOHOL: Consumption of Alcohol is prohibited in accordance with Foxfire UDO Sec. 12-6. b.

NOISE: It shall be unlawful for any person to create or assist in creating, permit, continue or permit the continuance of any unreasonably loud, disturbing and unnecessary noise in the village. Noise of such character, intensity and duration as to be detrimental to the comfort or health of any individual is prohibited. Complaints of noise may result in cessation of activities or removal from the park.

PARKING: Designated parking spots only; **no parking on the grass except for permitted events.**

NO OVERNIGHT PARKING – Unauthorized vehicles will be towed at the owner's expense.

ANIMALS: Pets must be controlled by their owners at all times. Owners must clean up and dispose of pet waste promptly and properly at all times.

Trash: Trash must be disposed of in designated receptacles. Individuals reserving pavilions are responsible for supplying trash bags and ensuring all waste is removed after their event.

RENTED AMUSEMENTS: Large commercial sized amusements which include but are not limited to bouncy houses, pony rides, dunk tanks, etc. must be approved under Special Event Use and follow Special Event Insurance Criteria.

PAVILIONS: Picnic tables must remain in their designated locations.

DECORATIONS: Decorations cannot be affixed to Village Property with hardware fasteners or adhesives. Decorations cannot be staged prior to a reserved rental time must be removed by the closing time of any event.

GRILLS: Use only charcoal or other natural fuel sources only. Please ensure fire is completely extinguished before leaving.

WALKING TRAILS: Are primarily for Pedestrian Use. Power Assisted vehicles are prohibited. *All ADA assistance vehicles are authorized as an exception. All strollers, wagons, and small bicycles are authorized on trails.*

BATHROOMS: Light switches are automatic—do not turn them on or off. Please leave bathrooms neat and dispose of trash and products properly. For toilet paper or soap restocking, contact the Village Office at (910) 295-5107 or use report a concern on the Village Website: <https://www.foxfirenc.com/forms.aspx?fid=588>

DAMAGE/PROBLEMS: If you find any area of the park or the facilities damaged or in need of attention, please contact the Village Office at (910) 295-5107 or use report a concern on the Village Website: <https://www.foxfirenc.com/forms.aspx?fid=588>

Please Initial



FOXFIRE VILLAGE VILLAGE GREEN PARK Request for Use of Pavilion VILLAGE RESIDENT

Group/Contact Name

Date

Address

Phone

Date Requested

Time Requested

of people expected

Event Type: _____

***All Special Events must be complete and
cleaned up by 9:00 PM***

Single Shelter \$25.00 (three hours) \$ _____

Double Shelter \$50.00 (three hours) \$ _____

Additional Hour \$10.00 # of hrs at \$10 \$ _____

Total \$ _____ Chk# _____

Refundable Deposit \$100.00 Total \$ _____ Chk # _____

Deposit: Destroy __ or Return ____

The \$100.00 deposit will be refunded after the event and determined that the facility remained in good condition. This includes trash removal.
Please bring your own trash bags.

A **Special Event Liability Insurance Policy** is **REQUIRED** for Park Shelter Rentals only when the Special Events Criteria as defined in Sec. 12-27 of the Foxfire UDO are met and are unlike the customary or usual activities at the location where the event occurs. Standard Pavilion Use below threshold of a Special Event does not require Special Event Insurance Coverage. When Special Event Insurance is required, Foxfire Village must be added as an additional insured. Policy Limits Required - \$1,000,000-\$2,000,000. A copy of the policy must be submitted to the Village prior to the event. Special Event Policies may be obtained through private insurance agents or through **GatherGuard.com (844) 747-6240**

I have read and understand the Rules for Foxfire Village Green Park on the backside of this Request Form and have initialed the same. ***(See Backside of Form)***

Signature of Requester

Date

MEMORANDUM OF UNDERSTANDING (HYBRID)

This Memorandum of Understanding (“MOU”) reflects the mutual intentions and general understanding between Foxfire Village (the “Village”) and The Brough Law Firm, PLLC (the “Firm”). The parties acknowledge that while this MOU primarily outlines their working relationship, certain provisions—specifically those related to compensation, payment, and professional services—are intended to be binding.

1. Parties

This MOU is entered into by and between Foxfire Village and The Brough Law Firm, PLLC.

2. Purpose

The purpose of this MOU is to describe the working relationship under which the Firm will provide legal services to the Village. The Firm will serve as an independent contractor, and nothing in this MOU is intended to create an employer-employee relationship.

3. Scope of Services

The Firm will provide general legal services to the Village, including but not limited to:

- Consultation with the Board of Commissioners and Village staff
- Attendance at meetings upon request
- Drafting or reviewing ordinances and other documents
- Representation of the Village in legal matters

Services typically performed by specialized bond counsel are not included unless separately agreed.

4. Personnel

Services are expected to be performed primarily by Robert E. Hornik, Jr., with support from other members of the Firm as needed. The Firm may utilize third parties for certain services (such as title work or real estate closings), but will remain responsible for the quality and timeliness of those services.

5. Compensation and Billing (Binding Provision)

The Village agrees to compensate the Firm for legal services on a monthly basis based on time expended and services performed. Billing rates and reimbursable expenses shall be as set forth in an attached schedule or as otherwise agreed by the parties.

Invoices will be provided monthly and are expected to be paid in the ordinary course of the Village's financial procedures. The parties agree to communicate in good faith regarding any questions or concerns related to billing.

6. Term and Termination

This MOU will guide the relationship between the parties beginning July 1, 2026, through June 30, 2029, and may continue thereafter by mutual understanding.

Either party may terminate the relationship upon written notice. The Village remains responsible for payment of services rendered through the date of termination.

7. Nature of Agreement

This MOU is intended to provide a framework for cooperation and understanding between the parties. Except for Section 5 (Compensation and Billing) and any other provisions expressly identified as binding, this MOU is not intended to create legally enforceable obligations.

8. Good Faith Cooperation

The parties agree to work collaboratively and in good faith to serve the best interests of the Village and its residents.

IN WITNESS WHEREOF, the parties acknowledge this Memorandum of Understanding as of the dates set forth below.

FOXFIRE VILLAGE THE BROUGH LAW FIRM, PLLC

By: _____ By: _____

Name/Title: _____ Name/Title: _____

Date: _____ Date: _____

9. Fiscal Certification (Limited)

The parties acknowledge that, to the extent required by applicable North Carolina law, payment obligations described in Section 5 are subject to the availability of appropriated

funds and compliance with the Local Government Budget and Fiscal Control Act. This provision is intended to reflect fiscal responsibility requirements and does not expand the binding nature of this MOU beyond the provisions expressly identified herein.

Exhibit A – Compensation for Services (Binding)

Statements for services rendered by The Brough Law Firm, PLLC will be prepared at the end of each calendar month for work performed during the previous month. Monthly statements will generally include an itemized breakdown of professional services and a list of expenses and costs advanced.

Hourly Rates Schedule

Role	Current Rate	Effective July 1, 2026	Effective July 1, 2027	Effective July 1, 2028
Senior Attorney	\$235.00	\$250.00	\$265.00	\$280.00
Associate	\$210.00	\$225.00	\$240.00	\$255.00
Legal Assistant	\$130.00	\$150.00	\$170.00	\$185.00

Billing Practices

- Statements will describe services performed, date, timekeeper, rate, and total charges.
- Reimbursable expenses may include copying, delivery services, travel outside designated counties, filing fees, and recording fees.
- The Firm may bill for reasonable administrative support related to document preparation and related tasks.

The parties acknowledge that this Exhibit A is incorporated into and supports the binding provisions of Section 5.

This document is a hybrid agreement. Certain provisions are intended to be binding as expressly stated, while the remainder reflects the parties' general understanding and intent.

Sec. 21-8-5. Signs.

Signs shall be erected, altered, removed, and maintained per the following provisions and only those signs as specified and regulated herein shall be erected:

Signs are either permanent or temporary. Permanent signs must be made of permanent materials and specific placement is regulated. Permanent signs shall be designed and constructed according to generally accepted engineering practices to withstand wind pressures and load distribution as specified in the latest edition of the North Carolina Building Code. Illuminated signs and signs with electrical wiring and connections shall be constructed in accordance with the latest edition of the North Carolina Building and Electrical Code. Permanent signs may or may not require a permit.

Temporary signs are those that pertain to a specific event or function and/or signs that are made of temporary materials, such as paper, cardboard, corrugated cardboard, thin plastic, cloth or synthetic material, or other similar materials. Temporary signs are limited in duration and number no matter what the subject matter. Temporary signs may or may not require a permit.

Temporary signs may be placed in approved locations during the pendency of an event that has no definite time or date (e.g., a "for sale" sign may be placed on property during the time the property is for sale, legal notices as required by law, construction signs during construction operations); or for a maximum of 35 days for events and functions with a definite time or date (a maximum of 30 days prior to the event or function and five days after the event) and a maximum of 35 days for temporary signs not associated with an event or function. All temporary signs must be removed within five days after the event or function to which they pertain has ended. Political election events shall be deemed to run from the date of in-person early voting to election day.

Prohibited signs are those that are found to have adverse effect on health, safety, or the aesthetic values of the village. Even signs that are not prohibited must be removed when in disrepair, torn or ripped, rusted, streaked or otherwise deteriorated, or pose health or safety risks.

Table 21-8.1 below delineates signs that are allowed and prohibited for each zoning district within the village, whether or not they are permanent signs or temporary signs and whether or not a permit is required to erect the sign:

Table 21-8.1

Signs Allowed by District Subject to Time and Manner Regulations

A denotes "Allowed" and X denotes "Prohibited"

Sign Type/Zoning District	MUN	RS-20	RS-30	RS-40	RM	RA-5	RA-C	RF-200	EU	RE	VBD	Category	Requires Permit
A-Frame/Sandwich Board		X	X	X	X	X	X	X	X	X	A	Temporary	No
Banner		X	X	X	X	X	X	X	X	X	A	Temporary	Yes
Blade/Bracket		X	X	X	X	X	X	X	X	X	A	Permanent	Yes
Bulletin Board		X	X	X	X	X	X	X	X	X	A	Permanent	Yes
Canopy		X	X	X	X	X	X	X	X	X	A	Permanent	Yes
Construction Sign		A	A	A	A	A	A	A	A	A	A	Temporary	No
Directional Sign (On Premises)		X	X	X	X	X	X	X	X	X	A	Permanent	Yes
Directory Sign		X	X	X	X	X	X	X	X	X	A	Permanent	Yes
Electronic Message Sign	X	X	X	X	X	X	X	X	X	X	A	Permanent	Yes
Estate or Farm Sign	X	X	X	X	A	A	X	A	A	A	X	Permanent	Yes
Freestanding Sign		A	A	A	A	A	A	A	A	A	A	Permanent	Yes
Government Sign		X	X	X	X	X	X	X	X	X	A	Permanent	No
Illuminated Sign		X	X	X	X	X	X	X	X	X	A	Permanent	Yes
Monument Sign		X	X	X	X	X	X	X	X	X	A	Permanent	Yes
Political Sign	X	A	A	A	A	A	A	A	A	A	A	Temporary	No
Real Estate Sign	X	A	A	A	A	A	A	A	A	A	A	Temporary	No
Residential Sign	X	A	A	A	A	A	A	A	A	A	X	Permanent	No
Residential Development Sign	X	A	A	A	A	A	A	A	A	A	A	Permanent	Yes
Yard Signs		A	A	A	A	A	A	A	A	A	A	Temporary	No
Wall Signs		X	X	X	X	X	X	X	X	X	A	Permanent	Yes
Window Signs		A	A	A	A	A	A	A	A	A	A	Temporary or Permanent	No

(Ord. No. 2021-07, § 2, 7-13-2021; Ord. No. 2024-07, §§ 1, 4, 2-13-2024)

Sec. 21-8-5.2. Signs requiring a permit.

No sign shall be erected, placed, attached, suspended, altered, remodeled, relocated, or otherwise put into use except pursuant to the approval of the zoning administrator except for those signs listed in section 21-8-5.1 above which shall not require a permit. Each application for a sign permit shall include the graphics, dimensions, mounting method, and placement, and such other information as the zoning administrator deems necessary in order to determine compliance with the provisions of this section. Signs may not exceed 32 square feet and may not be higher than six feet off the ground nor placed on a raised pedestal or mound. Signs must be placed in locations and designed in a manner so as not to obstruct traffic sight lines and enhance the village's open space concept. The following signs require a permit.

- (1) Bulletin boards or identification signs for church, non-profit, community or public buildings, lighted or unlighted.
- (2) Signs identifying a residential subdivision planned housing development, recreational facility, or manufactured home park.
- (3) Signs directing and guiding traffic and parking on private commercial property.
- (4) Signs advertising the name, time, and place of a fair, carnival, festival, bazaar, horse show, or similar event when conducted by a public agency or for the benefit of a civic, fraternal, religious, or charitable cause. Not permitted in residential zoning districts.
- (5) Estate or farm signs on properties of five acres or more in the RA-5, RF200, EU, and RE zoning districts.
- (6) Business signs identifying/advertising a business or profession on the premises within the village business district (VBD) zoning district.

(Ord. No. 2021-07, § 2, 7-13-2021; Ord. No. 2024-07, § 4, 2-13-2024)



FOXFIRE VILLAGE VILLAGE GREEN PARK Request for Use of Pavilion **NON-RESIDENT**

Group/Contact Name

Date

Address

Phone

Date Requested

Time Requested

of people expected

Event Type: _____

***All Special Events must be complete and
cleaned up by 9:00 PM***

Single Shelter \$75.00 (three hours) \$ _____

Double Shelter \$150.00 (three hours) \$ _____

Additional Hour \$25.00 # of hrs at \$25 \$ _____

Total \$ _____ Chk# _____

Refundable Deposit \$200.00

Total \$ _____ Chk # _____

Deposit: Destroy __ or Return ____

***The \$200.00 deposit will be refunded after the event and determined that the facility
remained in good condition. This includes trash removal.
Please bring your own trash bags.***

A Special Event Liability Insurance Policy is **REQUIRED for Park Shelter Rentals only when the Special Events Criteria as defined in Sec. 12-27 of the Foxfire UDO are met and are unlike the customary or usual activities at the location where the event occurs. Standard Pavilion Use below threshold of a Special Event does not require Special Event Insurance Coverage. When Special Event Insurance is required, Foxfire Village must be added as an additional insured. Policy Limits Required - \$1,000,000-\$2,000,000. A copy of the policy must be submitted to the Village prior to the event. Special Event Policies may be obtained through private insurance agents or through **GatherGuard.com (844) 747-6240****

I have read and understand the Rules for Foxfire Village Green Park on the backside of this Request Form and have initialed the same. *(See Backside of Form)*

Signature of Requester

Date

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Interlocal Risk Financing Fund of North Carolina, hereinafter called "IRFFNC."

The word "insured" means any person or organization qualifying as such under SECTION II-WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI-DEFINITIONS.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B. This insurance applies only to "bodily injury" and "property damage" resulting from a "Law Enforcement Wrongful Act" which takes place during the policy period. The "Law Enforcement Wrongful Act" must take place in the "coverage territory" and during the policy period. We will have the right and duty to defend any "suit" seeking those damages. But:
 - (1) The amount we will pay for damages is limited as described in SECTION III-LIMITS OF INSURANCE;
 - (2) We may investigate and settle any claim or "suit" at our discretion; and
 - (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B.
- b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "Law Enforcement Wrongful Act" that caused it.

2. Exclusions.

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a mutual law enforcement assistance agreement or contract between political subdivisions; or
 - (2) That the insured would have in the absence of the contract or agreement.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law, including acts arising out of class action suits.

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

c. "Bodily injury or property damage" to:

- (1) An employee of the insured or an auxiliary or volunteer law enforcement officer arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee, auxiliary or volunteer law enforcement officer, as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury" or "property damage".

d. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (including "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

e. "Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Property loaned to you;
- (3) Personal property in your care, custody or control, except property of persons in custody by virtue of arrest or detention;

f. Claims or "suits" for damages arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge or consent of any insured.

g. Claims or "suits" arising from the intentional, willful, malicious or criminal conduct of any insured, including, but not limited to, conduct which violates any federal or state statute, ordinance, regulation, or rights protected under common law.

h. Damages expected or intended by an insured.

i. Claims or "suits" alleging acts or omissions for which coverage is afforded under another IRFFNC policy including but not limited to IRFFNC Commercial General Liability, IRFFNC Employee Benefits Liability, IRFFNC Liquor Liability, IRFFNC Business Automobile, IRFFNC Public Officials Liability, IRFFNC Employment Practices Liability, IRFFNC Crime Coverage, IRFFNC Inland Marine Coverage, and IRFFNC Property Coverage.

j. Claims or "suits" for damages arising out of acts of fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud.

k. Claims or "suits" arising out of the performance of any law enforcement activity for anyone other than the "Named Insured". This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any departmentally approved activities.

l. Claims or "suits" seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the insured for any costs, fees or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief; however, we will afford defense to the insured for such claims or "suits", if not otherwise excluded, where compensatory damages are requested.

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

- m. Claims or "suits" against the insured for acts of another officer or employee unless said officer or employee is also insured for said acts in a policy of insurance issued by us.
- n. "Bodily injury" arising out of any:
 - (1) Refusal to employ;
 - (2) Termination of employment;
 - (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
 - (4) Consequential "bodily injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

- o. Claims or "suits" in which an insured is entitled to sovereign immunity or governmental immunity under North Carolina law.
- p. Punitive or exemplary damages, treble damages, multiplied damages, fines, penalties or attorney's fees.
- q. Claims or "suits" arising out of the actual or alleged transmission of any communicable disease by an insured or the transmission of any communicable disease from one inmate to another.
- r. Any loss, cost, or expense arising, in whole or part, out of any of the following: (1) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or (2) any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or (3) any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- s. Claims or "suits" involving any insured employed by an establishment where the receipts from the sale of alcoholic beverages is more than 50% of the total receipts (excluding cover charges).
- t. Claims or "suits" arising from or relating in any way to any alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or sexual acts of any nature, kind or description, by whatever name used.
- u. Claims or "suits" arising out of, resulting as a consequence of, or related to lead, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, as described in paragraphs (1) through (4) below:
 - (1) "Bodily Injury" or "property damage" arising out of, resulting from, caused by, or contributed to by lead, exposure to lead, use or existence of lead, contact with lead, or the actual, alleged or threaten ingestion, inhalation or absorption of lead in any form;
 - (2) Any damages or any loss or expense arising out of any:
 - (a) claim or "suit" by or on behalf of any governmental authority or any other alleged responsible party because of, or

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

- (b) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (i) Assessing the presence, absence or amount or effects of lead;
 - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating lead; or
 - (iii) Responding to lead in any way other than as described in q.(2)(b)(i) and q.(2)(b)(ii).
 - (3) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
 - (4) Any obligation to share damages with or repay someone else in connection with any of the subsections above.
- v. Claims or "suits" against the insured, due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond, arising directly or indirectly out of:
 - (1) Any actual or alleged failure, malfunction or inadequacy of:
 - (a) Any of the following, whether belonging to any insured or to others:
 - (i) Computer hardware, including microprocessors;
 - (ii) Computer application software;
 - (iii) Computer operating systems and related software;
 - (iv) Computer networks;
 - (v) Microprocessors (computer chips) not part of any computer system; or
 - (vi) Any other computerized or electronic equipment or components; or
 - (b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **r.(1)(a)** above.
 - (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **r.(1)** above.
- w. Liability, including all loss, cost, or expense directly or indirectly arising out of, resulting as a consequence of, or related to asbestos, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, as described in paragraphs (1) through (4) below:
 - (1) "Bodily Injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by the actual, alleged, or threatened presence of or exposure to asbestos, or the use of asbestos, in any form;
 - (2) Any damages or any loss or expense arising out of any:
 - (a) claim or suit by or on behalf of any person, organization, governmental authority or any other alleged responsible party because of, or;
 - (b) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (i) Assessing the presence, absence or amount or effects of asbestos;
 - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or
 - (iii) Responding to asbestos in any way other than as described in **w.(2)(b)(i)** and **w.(2)(b)(ii)**.

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

- (3) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
- (4) Any obligation to share damages with or repay someone else in connection with any of the subsections above.

x. **Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

COVERAGE B. PERSONAL INJURY LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:
 - (1) The amount we will pay for damages is limited as described in SECTION III-LIMITS OF INSURANCE;
 - (2) We may investigate and settle any claim or "suit" at our discretion; and
 - (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B.
- b. This insurance applies to "personal injury" only if caused by an offense:
 - (1) Committed in the "coverage territory" during the policy period; and
 - (2) Resulting from a "Law Enforcement Wrongful Act".

2. Exclusions.

This insurance does not apply to:

- a. "Personal injury":
 - (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - (3) Arising out of the willful violation of any federal, state or local statute, ordinance, rule or

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

regulation committed by or with the knowledge or consent of any insured;

- (4) Arising out of the intentional, willful, malicious or criminal conduct of any insured, including, but not limited to, conduct which violates any federal or state statute, ordinance, regulation, or rights protected under common law.
- (5) Arising out of acts of fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud; or
- (6) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (a) Assumed in a mutual law enforcement assistance agreement or contract between political subdivisions;
 - (b) That the insured would have in the absence of the contract or agreement.

b. "Personal injury" to:

- (1) An employee of the insured or an auxiliary or volunteer law enforcement officer arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee, auxiliary or volunteer law enforcement officer, as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- c. To claims or "suits" arising out of the performance of any law enforcement activity for anyone other than the "Named Insured". This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any departmentally approved activities.
- d. "Personal injury" arising out of any:
- (1) Refusal to employ;
 - (2) Termination of employment;
 - (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
 - (4) Consequential "personal injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the "personal injury".

- e. Any claims or "suits" seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the insured for any costs, fees or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief, however, we will afford defense to the insured for such claims or "suits", if not otherwise excluded, where compensatory damages are requested.
- f. Claims or "suits" against an insured for acts of another officer or employee unless said officer or employee is also insured for said acts in a policy of insurance issued by us.
- g. Claims or "suits" in which an insured is entitled to sovereign immunity or governmental immunity under North Carolina law.
- h. Punitive or exemplary damages, treble damages, multiplied damages, fines, penalties or attorney's fees.

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

- i. A claim or "suit" arising out of any communicable disease by an insured or the transmission of any communicable disease from one inmate to another.
- j. Damages expected or intended by an insured.
- k. Claims or "suits" alleging acts or omissions for which coverage is afforded under another IRFFNC policy including but not limited to IRFFNC Commercial General Liability, IRFFNC Employee Benefits Liability, IRFFNC Liquor Liability, IRFFNC Business Automobile, IRFFNC Public Officials Liability, IRFFNC Employment Practices Liability, IRFFNC Crime Coverage, IRFFNC Inland Marine Coverage, and IRFFNC Property Coverage.
- l. Any claims or "suits" arising from or relating in any way to any alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or sexual acts of any nature, kind or description, by whatever name used.

For the limited category of "suits" or claims against the named insured for vicarious liability based upon alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or other sexual acts by a police officer, a defense only will be provided for the named insured under this section, but without any coverage for any judgment which might be entered against any insured or police officer and without any indemnification for any settlement which might be entered into by or on behalf of any insured or police officer.

However, even where a defense is provided to the named insured under this section, there is no coverage provided for any "suits" or claims arising from or relating in any way to any alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or sexual acts of any nature, kind or description, by whatever name used, and there is no duty to provide any indemnification for any judgment which might be entered against any insured, nor for any settlement which might be entered into by or on behalf of any insured, arising out of, relating to, or in any way connected with any alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or sexual acts of any nature, kind or description, by whatever name used.

- m. Any claims or "suits" arising out of, resulting as a consequence of, or related to lead, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, as described in paragraphs (1) through (4) below:
 - (1) "Personal injury" arising out of, resulting from, caused by, or contributed to by lead, exposure to lead, use or existence of lead, contact with lead, or the actual, alleged or threaten ingestion, inhalation or absorption of lead in any form;
 - (2) Any damages or any loss or expense arising out of any:
 - (a) Claim or "suit" by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - (b) Request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (i) Assessing the presence, absence or amount or effects of lead;
 - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating lead; or
 - (iii) Responding to lead in any way other than as described in j.(2)(b)(i) and j.(2)(b)(ii).
 - (3) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
 - (4) Any obligation to share damages with or repay someone else in connection with any of the subsections above.

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

n. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- o. Any claims or "suits" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (including "unmanned aircraft"), owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "Law Enforcement Wrongful Act which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (including "unmanned aircraft"), that is owned or operated by or rented or loaned to any insured.
- p. Liability, including all loss, cost, or expense directly or indirectly arising out of, resulting as a consequence of, or related to asbestos, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, as described in paragraphs (1) through (4) below:
 - (1) "Bodily Injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by the actual, alleged, or threatened presence of or exposure to asbestos, or the use of asbestos, in any form;
 - (2) Any damages or any loss or expense arising out of any:
 - (a) claim or suit by or on behalf of any person, organization, governmental authority or any other alleged responsible party because of, or;
 - (b) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (i) Assessing the presence, absence or amount or effects of asbestos;
 - (ii) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or
 - (iii) Responding to asbestos in any way other than as described in **p.(2)(b)(i)** and **p.(2)(b)(ii)**.
 - (3) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
 - (4) Any obligation to share damages with or repay someone else in connection with any of the subsections above.

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments and appeal bonds required in any "suit" we defend, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work. Such expenses, do not include salaries of officials or employees of the named insured.
4. Court costs taxed against the insured in the "suit", except for attorney's fees or attorney's expenses. We will not pay for attorney's fees or attorney's expenses even if they are taxed as court costs.
5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
7. Expenses incurred by the insured for first aid to others at the time of a "Law Enforcement Wrongful Act", for "bodily injury" to which this policy applies.

These payments will not reduce the Limits of Insurance.

SECTION II - WHO IS AN INSURED

1. Each of the following is an insured:
 - a. The insured named in the Declarations.
 - b. Your employees, but only for acts within the scope of their employment by you.
 - c. Volunteers or reserves while performing law enforcement activities for you at your request.

However, none of these employees, volunteers or reserves is an insured for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or
 - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, volunteer or reserve or any of your other employees, volunteers or reserves.
2. The political subdivision in which you are located is an insured, but only with respect to liability of the political subdivision for which an insured, as defined in paragraph 1.a., 1.b., or 1.c. above, is also liable.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

2. The Annual Aggregate Limit is the most we will pay for the sum of damages under Coverage A and Coverage B.
3. Subject to 2. above, the Each Claim Limit is the most we will pay for the sum of damages under Coverage A and Coverage B because of all "bodily injury", "property damage" and "personal injury" arising out of any one "Law Enforcement Wrongful Act."
4. All claims or "suits" arising out of, based upon, or attributable to the same facts, circumstances, situations, transactions or events, or to a series of related facts, circumstances, situations, transactions or events will be considered a single "Law Enforcement Wrongful Act" regardless of the number of claimants, claims made, insureds involved, or the period of time or area over which such "Law Enforcement Wrongful Act" takes place, and the "Law Enforcement Wrongful Act" shall be deemed to have occurred at the time of the earliest instance of acts or causes giving rise to the "Law Enforcement Wrongful Act".

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - POLICE PROFESSIONAL LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's successor will not relieve us of our obligations under this policy.

2. Duties In The Event Of "Law Enforcement Wrongful Act", Claim Or "Suit",

- a. You must see to it that we are notified promptly of an "Law Enforcement Wrongful Act" which may result in a claim. Notice should include:
 - (1) How, when and where the "Law Enforcement Wrongful Act" took place: and
 - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us under this policy unless all of its terms have been fully complied with.

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

- a. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of our liability under this policy shall not be reduced by the existence of such other insurance. When this insurance is excess, we will have no duty under Coverage A to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all such other insurance.

- b. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, we shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable Method of Sharing provision below:

c. Method of Sharing

- (1) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.
- (2) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

The insurance afforded by this policy for the ownership, maintenance or use of the premises designated in the Declarations (including the ways immediately adjoining such premises on land) and all necessary and incidental operations thereto shall be in excess of any other valid and collectible premises liability insurance available to the insured, whether such premises liability is stated to be primary, contributing, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the limits of liability provided in this policy.

5. Premium Audit.

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. The final premium shall be based on the average number of all paid law enforcement officers of the Named Insured, full and part time, during the policy period determined as follows:
 - (1) The Named Insured shall maintain records and report, within thirty days after the end of the policy period, the highest number of paid law enforcement officers on any one day in each month for each month this policy was in effect.

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

- (2) The average number of such officers shall be determined by dividing the sum of the number of such officers determined above by the number of months the policy was in effect.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree that:

- a. The application for insurance completed in solicitation of this insurance is made a part of this policy as though set forth in full herein;
- b. The statements in the Declarations and Application for insurance are accurate and complete;
- c. Those statements are based upon representations you made to us; and
- d. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. Deductible

- a. Our obligation under Section I Coverage A. and Coverage B. to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated in the Declarations.
- b. The deductible amount stated in the Declarations, if any, applies to all damages because of "bodily injury", "property damage" and "personal injury" sustained by one person or organization as the result of any one "Law Enforcement Wrongful Act".
- c. The deductible amount stated in the Declarations applies to each "Law Enforcement Wrongful Act" and includes loss payments and adjustment, investigative and legal fees and costs, whether or not loss payment is involved.
- d. The terms of this insurance, including those with respect to (1) our right and duty to defend any "suits" seeking damages, and (2) your duties in the event of an "Law Enforcement Wrongful Act" claim or "suit" apply irrespective of the application of the deductible amount.
- e. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V – IMMUNITY

No coverage exists under the IRFFNC Police Professional Liability Coverage Form as to any claim for which the insured is protected by sovereign immunity and/or governmental immunity under North

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

Carolina law. It is the express intention of the parties to this insurance policy that none of the coverage set out herein be construed as waiving in any respect the entitlement of the insured to sovereign immunity and/or governmental immunity.

SECTION VI - DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but is away for a short time on your law enforcement activities; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
4. "Law Enforcement Wrongful Act" means any actual or alleged error, misstatement, misleading statement, act, omission, or neglect or breach of duty including misfeasance, malfeasance, or nonfeasance by an Insured while working within the Course and Scope of his or her official duties while conducting law enforcement activities.
5. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"
 - b. While it is in or on an aircraft, watercraft or "auto;" or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or auto.
6. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

All claims arising out of (a) a riot or insurrection, (b) a civil disturbance resulting in an official proclamation of a state of emergency, (c) a temporary curfew, or (d) martial law are agreed to constitute one "Law Enforcement Wrongful Act".

7. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies, invasion of the right of private occupancy, or denial of public occupancy;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. Assault and battery by a police officer, but only for acts or omissions incident to police arrest, while investigating a potential arrest, while making or attempting to make an arrest, while detaining any person under arrest, or while resisting any person's attempt to avoid or escape an arrest. No act or offense shall be deemed to be or result in "personal injury" for "assault and battery" unless committed in the regular course of the police officer's duty for the named insured and in furtherance of the official police business of the named insured. Any coverage for assault and battery by a police officer is limited to acts or omissions incident to a police arrest, and specifically excludes any coverage, indemnification or defense against any "suits" or claims arising from or relating in any way to any alleged acts of sexual assault, sexual battery, sexual abuse, rape, molestation, or sexual acts of any nature, kind or description, by whatever name used.
 - g. Erroneous service of process;
 - h. Violation of property rights;
 - i. Discrimination, unless insurance thereof is prohibited by law;
 - j. Humiliation or mental anguish;
 - k. Violation of civil rights protected under 42 USC 1981 et seq. or State Law;
- provided that no offense shall be deemed to be or result in "personal injury" unless committed in

IRFFNC POLICE PROFESSIONAL LIABILITY COVERAGE FORM

the regular course of duty by the insured.

8. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
9. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage," or "personal injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding or any other alternative dispute resolution proceeding alleging such damages to which you must submit or submit with our consent.
10. "Unmanned aircraft" means an aircraft that is not:
 - a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.