



CITY OF LUMBERTON

CITY COUNCIL

AGENDA • NOVEMBER 4, 2024

Regular Meeting

Council Chambers

6:00 PM

500 N Cedar St, Third Floor, Lumberton, NC
28358

Mayor Bruce W. Davis

Councilmember Leroy Rising, Precinct 1
Councilmember Melissa Robinson, Precinct 2
Councilmember John Carroll, Precinct 3
Councilmember Karen Higley, Precinct 4

Councilmember John Cantey, Precinct 5
Councilmember Alfred Douglas, Precinct 6
Councilmember Eric Chavis, Precinct 7
Councilmember Owen Thomas, Mayor Pro Tem

STAFF:

Wayne Horne, City Manager
Brandon Love, Deputy City Manager
Holt Moore, City Attorney
Laney Mitchell-McIntosh, City Clerk

I. Call to Order

- A. Invocation –
- B. Pledge of Allegiance –

II. Public Comment Period

III. Presentation

- A. Electricities - Southeast Crossroads
- B. Lumberton Loop – Paved Trails Feasibility Study special presentation

IV. Public Hearings

- A. Farouk Huraira is requesting a Special Use Permit for an electronic gaming center for property located at 2720 W. 5th Street P7.

V. Consent Agenda

- A. Minutes Approval
- B. Approve the Deobligation of \$737.16 Each in Precincts 1 & 3
- C. Re-Roofing City Hall

- D. Renewal of Online Research and Public Records Software
- E. 60" Concrete Pipe Purchase for First Street Drainage
- F. Ratify Change Order #1 to the Concrete Crushing Contract
- G. Ratify the Contract for Sanitary Sewer Replacement - McNeil Street & McArthur Street

VI. Agenda Items

- A. Airport Tractor and Mowing Deck
- B. Permission to apply for America 250 Grant- Main Street Lumberton
- C. Permission to apply for 2024 Edward Byrne JAG Grant
- D. POD#3 Voltage Regulator Controls Purchase
- E. Sub-station #3 breaker insulator repair
- F. Hydraulic Study of the Five Mile Branch Culvert at Bailey Road.
- G. Amendment 5 - Flood Gate Engineering Contract
- H. Lift Station 63 (Industrial Park) Spare Pump Replacement Purchase
- I. Water Plant Security Camera System
- J. Straw Blower Purchase
- K. Special Use Permit 3125 Wellington Rd - P8
- L. Sabrina Leshore-Cummings Special Use Permit K-12 School - 1106 N. Water St -P6
- M. Carolina Civic Center Annex - Project Change Orders
- N. Approve the Christmas Holiday Schedule
- O. P2 - "Oh Give Thanks" Community Day
- P. P2 - Christmas Toy Drive
- Q. P5 - Christmas Events and Toy Drive
- R. Approve the designation of \$150.00 of Community Revitalization Funds for the Sharing and Caring Holiday Program Sponsored by Former Representative Charles Graham
- S. The 13th Annual Robeson County Christmas Show

T. Approve the designation of \$280.00 for Cruising 2nd Street Again in Precinct 4

U. P6 - Christmas Toy Drive

V. Approve the Designation of \$450.00 to Colors of Life for a Christmas Dinner

VII. Adjournment

Southeast Crossroads Industrial Park

Opinion of probable cost 1-10-24

Site Prep Work / Infrastructure	Quantity	Unit	Unit Price	Total Cost
Clearing	3	Acre	\$ 7,500	\$ 18,750
Water to 5' off Bldg wall**	4,800	Linear Feet	\$ 140	\$ 672,000
Sewer 4" ***	3,000	Linear Feet	\$ 180	\$ 540,000
Power and Telecommunications	1	Lump Sum	\$ 200,000	\$ 200,000
Erosion Control	1	Lump Sum	\$ 400,000	\$ 400,000
Storm water system / main roads (Emery Rd)	3,800	Linear Feet	\$ 75	\$ 285,000
Storm Water Devices	4	Each	\$ 85,000	\$ 340,000
Main Entry Rd's & driveway aprons (Emery Rd)	4,300	Linear Feet	\$ 245	\$ 1,053,500
Stream crossing - no impact type	1	Lump Sum	\$ 800,000	\$ 800,000
Grading - rough grade site & bldg. pads*	85,000	Cubic Yard	\$ 16	\$ 1,360,000
Lighting Fixtures Emery Rd	30	Each	\$ 5,400	\$ 162,000
Monumental Site Sign & Misc Directional Signs	1	Lump Sum	\$ 30,000	\$ 30,000
Shade Trees	80	Each	\$ 550	\$ 44,000
Flowering Trees	60	Each	\$ 275	\$ 16,500
Shrubs	200	Each	\$ 80	\$ 16,000
Turf / seed	1	Lump Sum	\$ 160,000	\$ 160,000
Site Work / Infrastructure Total				\$ 6,097,750

* existing site soil used to balance cut & fill

** assume water at prop line incl trunk line in
Emery Rd

*** gravity trunk line along south property line

Contingency, Contractor Fees and Overhead and Profit		
Construction Contingency	15% of Construction Sub-Total	\$ 914,663
General Conditions	12% of Construction Sub-Total	\$ 731,730
Contractor Fees	7% of Construction Sub-Total	\$ 426,843
Contingency Total		\$ 2,073,235

Construction Total	\$ 8,170,985
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Impact Fees (Pending Reimbursement if available)	Quantity	Unit	Unit Price	Total Cost
Sewer Impact Fee	1	Lump Sum	\$ 85,000	\$ 85,000
Water Impact / meter Fee	1	Lump Sum	\$ 75,000	\$ 75,000
Permitting Site Plan Approval Fee(s)	1	Lump Sum	\$ 20,000	\$ 20,000
Impact Fee Totals				\$ 180,000

Miscellaneous Site Development Costs	Quantity	Unit	Unit Price	Total Cost
Survey	1	Lump Sum	\$ 65,000	\$ 65,000
Preliminary Subsurface Investigation	1	Lump Sum	\$ 25,000	\$ 25,000
Misc. Fees Totals				\$ 90,000

Grand Total*	\$ 8,440,985
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*Cost estimate does not include: future industrial development areas, building costs, site improvements such as parking lots etc, bldg. equipment and FF&E costs and any professional design fees.

PROTECTED SPECIES AND CULTURAL RESOURCES DESKTOP REVIEW



SOUTHEAST CROSSROADS INDUSTRIAL PARK
I-74 AND EMERY ROAD
LUMBERTON, ROBESON COUNTY, NORTH CAROLINA

ECS PROJECT NO. 49:20836-C

FOR CREATIVE ECONOMIC DEVELOPMENT CONSULTING

SEPTEMBER 22, 2023





September 22, 2023

Ms. Crystal Morphis
Founder and CEO
Creative Economic Development Consulting
PO Box 706
Elkin, North Carolina 28621

ECS Project No. 49:20836-C

Reference: Protected Species and Cultural Resources Desktop Review, Southeast Crossroads Industrial Park, I-74 and Emery Road, Lumberton, Robeson County North Carolina

Dear Ms. Morphis:

ECS Southeast, LLP (ECS) is pleased submit this Protected Species and Cultural Resources Desktop Review for the above-referenced site. ECS services were provided in general accordance with ECS Proposal No. 49:38248P authorized on July 25, 2023.

If there are questions regarding this report, or a need for further information, please contact the undersigned.

ECS Southeast, LLP

A handwritten signature in black ink that reads "Michelle Measday".

Michelle Measday, CFM, PWS
Environmental Department Manager
mmeasday@ecslimited.com
919-441-2437

A handwritten signature in black ink that reads "W. Brandon Fulton".

Brandon Fulton, LSS, PSC, PWS
Environmental Principal
bfulton@ecslimited.com
704-968-5704

1.0 BACKGROUND INFORMATION

This report presents the findings of a Protected Species and Cultural Resources Desktop Review conducted by ECS Southeast, LLP (ECS) for Creative Economic Development Consulting at the Southeast Crossroads Industrial Park located at I-74 and Emery Road in Lumberton, Robeson County, North Carolina (Appendix I, Figure 1). The Project Study Area (PSA) consists of six parcels totaling approximately 99.69 acres. According to the Robeson County Geographic Information System (GIS) website, the Parcel Identification Numbers (PINs) are: 19.75 acre portion of 21201005, 26.15 portion of 20702016, 27.2 acre portion of 20702015, 13.2 are portion of portion of 2080101401, 3.7 acre portion of 2080101402, and a 9.69 acre portion of 2080101403 (99.69 acres). The site currently consists of agricultural fields, an electrical substation, and wooded land. Surrounding areas consists of agricultural land and wooded land with I-74 to the south and I-95 to the west. Based on the United States Geological Survey (USGS) Topographic Map, Jacob Branch generally flows south to north bisecting the site.

2.0 SITE RECONNAISSANCE

ECS personnel conducted a desktop review and site reconnaissance. Based on historic and present aerials, the site currently consists of agricultural fields, wooded land, and a vacant lot. Surrounding properties consist of industrial properties and wooded land. The wooded land consists of medium stands of trees comprised mostly of hardwood and pine species, ranging from 5 to 70 years in age.

3.0 PRELIMINARY THREATENED & ENDANGERED SPECIES DETERMINATION

Congress passed the Endangered Species Act (ESA) in 1973. The purpose of the ESA is to protect and recover imperiled species and the ecosystems upon which they depend. It is administered by the United States Fish and Wildlife Service (USFWS) and the Commerce Department's National Marine Fisheries Service (NMFS). The USFWS has primary responsibility for terrestrial and freshwater organisms, while the responsibilities of NMFS are mainly marine wildlife.

Under the ESA, species may be listed as either endangered or threatened. "Endangered" means a species is in danger of extinction throughout all or a significant portion of its range. "Threatened" means a species is likely to become endangered within the foreseeable future. All species of plants and animals, except pest insects, are eligible for listing as endangered or threatened. For the purposes of the ESA, Congress defined species to include subspecies, varieties, and, for vertebrates, distinct population segments.

3.1 North Carolina Natural Heritage Program (NC NHP)

ECS utilized the Natural Heritage Program (NHP) portal for Environmental Professionals to request information regarding the program's knowledge of listed species, and/or associated habitat, and/or other protected and managed areas on site or in the surrounding areas. Based on the information reviewed, no species occurrences were identified as occurring within the PSA. Coppery Emerald (*Somatochlora georgiana*), Phantom Darner (*Triacanthagyna trifida*), Blackbanded sunfish (*Enneacanthus chaetodon*), and Sebastian-bush (*Ditrysinia fruticosa*) were observed within a 1-mile radius of the PSA. A copy of the NC NHP response letter is included as an attachment.

3.2 USFWS

ECS utilized the USFWS IPaC database to acquire a listing of federally protected threatened and endangered species in Robeson County, North Carolina that may have potential to occur on or within the vicinity of the PSA:

Common Name	Scientific Name	Federal Status	Survey Window
Mammals			
Tricolored Bat	<i>Perimyotis subflavus</i>	PE	Year-round
Birds			
Bald Eagle	<i>Haliaeetus leucocephalus</i>	BGEPA	October 1 - May 15
Red-cockaded Woodpecker	<i>Picoides borealis</i>	E	April 1-July 31
Reptiles			
American Alligator	<i>Alligator mississippiensis</i>	T (S/A)	Year-round
Insects			
Monarch Butterfly	<i>Danaus plexippus</i>	C	N/A
Plants			
Michaux's Sumac	<i>Rhus michauxii</i>	E	May – October

- BGEPA - Federally protected under the Bald and Golden Eagle Protection Act
- E - Federally Endangered
- T - Federally Threatened
- T (S/A) - Similarity of Appearance to Federally Threatened
- CH - Critical Habitat
- PE - Proposed Endangered
- C - Candidate

Candidate and Experimental Population/Non-Essential species receive no statutory protection under the federal Endangered Species Act; therefore, the following does not include those species and they should not be considered in a habitat assessment review.

3.3 Species & Habitat Description

Bald Eagle

Description: Distinguished by a white head and white tail feathers, bald eagles are powerful, brown birds that may weigh 14 pounds and have a wingspan of 8 feet. Male eagles are smaller, weighing as much as 10 pounds and have a wingspan of 6 feet. Sometimes confused with Golden Eagles, Bald Eagles are mostly dark brown until they are four to five years old and acquire their characteristic coloring.

Habitat: Bald Eagles live near rivers, lakes, and marshes where they can find fish, their staple food. Bald Eagles will also feed on waterfowl, turtles, rabbits, snakes, and other small animals and carrion. Bald Eagles require a good food base, perching areas, and nesting sites. Their habitat includes estuaries, large lakes, reservoirs, rivers, and some seacoasts. In winter, the birds congregate near open water in tall trees for spotting prey and night roosts for sheltering.

Conclusions: The PSA consists of agricultural fields, wooded land, and a vacant lot. Surrounding properties consist of industrial properties and wooded land. The wooded land consists of medium stands of trees comprised mostly of hardwood and pine species, ranging from 5 to 70 years in age.

Based on the site reconnaissance and review of aerial photography, the site does not contain potential habitat for Bald Eagle due to lack of proximity to a large body of open water that provides tall trees for nesting sites. The NHP database search did not identify Bald Eagle within project boundaries or within a one-mile radius of the site.

Red-cockaded Woodpecker

Description: The Red-Cockaded Woodpecker (RCW) is a small bird measuring about seven inches in length. It is identifiable by its white cheek patch and black and white barred back. The males have a few red feathers, or "cockade." These red feathers usually remain hidden underneath black feathers between the black crown and white cheek patch unless the male is disturbed or excited. Female RCWs lack the red cockade. Juvenile males have a red 'patch' in the center of their black crown. This patch disappears during the fall of their first year at which time their 'red-cockades' appear.

Habitat: RCW habitat includes forests with trees old enough for roosting, generally at least 30- 120 years old, or greater than 10 inches diameter at breast height, depending on species of pine. The most prominent adaptation of RCWs is their use of living pines for cavity excavation. For nesting and roosting habitat, RCWs prefer open stands of pine containing trees greater than 30 years old. RCWs need live, large older pines to excavate their cavities. Longleaf pines (*Pinus palustris*) are preferred, but other species of southern pine are also acceptable. Dense stands with a thick hardwood under story are avoided. Foraging habitat is provided in pine and pine hardwood stands 30 years old or older with foraging preference for pine trees 10 inches or larger in diameter. An open under story with "meadow-like" characteristic is preferred by the RCW. In good, moderately stocked, pine habitat, sufficient foraging substrate can be provided on 75 to 125 acres. Prescribed burning is the most efficient and ecologically beneficial method to accomplish hardwood mid-story control.

Conclusion: The PSA consists of agricultural fields, wooded land, and a vacant lot. Surrounding properties consist of industrial properties and wooded land. The wooded land consists of medium stands of trees comprised mostly of hardwood and pine species, ranging from 5 to 70 years in age.

Based on the site reconnaissance and review of historic aerial photography, the site does not contain potential habitat for Red-cockaded Woodpecker due to lack of large dominant stands of mature pine trees over 30 years old with an open "meadow-like" understory. Additionally, the NHP database search did not identify Red-cockaded Woodpecker within project boundaries or within a one-mile radius of the site.

American Alligator

Description: The American alligator is a sizable and semi-aquatic reptile. This species varies in length, ranging from 6 to 14 feet. Its distinctive appearance showcases a nearly black hue, complemented by prominent eyes and nostrils, and coarse scales that encompass its entire body. American alligators have large, elongated heads adorned with visible upper teeth running along the edge of the formidable jaws. Their front feet feature five toes, while their rear feet are webbed and bear four toes. Despite its unique characteristics, the American alligator faces concern due to its striking similarity in appearance to the American crocodile. This resemblance can lead to instances of misidentification, which may pose risks to the alligator's survival, inadvertently impacting the alligator population and their habitats.

Habitat: The habitat of the American alligator consists of a diverse range of wetland environments. American alligators are primarily associated with freshwater habitats, such as marshes, swamps, and cypress-tupelo gum ponds, which are abundant in coastal areas. They are also known to venture into brackish or slightly saline waters, such as estuaries and tidal creeks, where the saltwater meets freshwater. Alligators prefer shallow waters, usually with depths of less than six feet. These areas offer a comfortable environment for foraging, sunbathing, and resting. The shallow water also provides easy access to both aquatic and terrestrial food sources. Alligators are ectothermic, which means they rely on external sources of heat to regulate their body temperature. They frequently bask in the sun on logs, banks, or floating debris to warm up and thermoregulate. Some alligators may inhabit larger water bodies like rivers and lakes, especially during warmer months when they are more active and seeking larger prey. However, they generally prefer more secluded and quieter waters for nesting and rearing their young. American alligators can adapt to different water conditions, including stagnant or slow-moving water and even low-oxygen environments.

Conclusion: The PSA consists of agricultural fields, wooded land, and a vacant lot. Surrounding properties consist of industrial properties and wooded land. The wooded land consists of medium stands of trees comprised mostly of hardwood and pine species, ranging from 5 to 70 years in age.

Based on the site reconnaissance and review of aerial photography, the site does not contain potential habitat for American alligator due to lack of proximity to a large freshwater habitat with shallow waters and basking sites. The NHP database search did not identify American alligator within project boundaries or within a one-mile radius of the site.

Michaux's Sumac

Description: Michaux's sumac is a rhizomatous shrub with a standing height of 1 to 3 feet (30.5 – 91 centimeters), this densely hairy shrub showcases erect stems that add to its elegant appearance. One of the notable characteristics of Michaux's sumac is its compound leaves, which consist of evenly serrated, oblong to lanceolate, and acuminate leaflets. The intricate leaf structure enhances the shrub's visual appeal and serves as an important identification feature. Most Michaux's sumac plants exhibit unisexual characteristics; however, recent observations have revealed some individuals with both male and female flowers on a single plant. The flowers themselves are small and grow in a terminal, erect, dense cluster. Their color varies from greenish yellow to white, providing a subtle contrast against the shrub's foliage. Flowering typically takes place from June to July. Following the flowering period, Michaux's sumac produces fruit in the form of red drupes. These drupes ripen from August to October.

Habitat: Michaux's sumac thrives in sandy or rocky open woods where basic soils are prevalent. Its habitat is intimately connected with disturbance ecology, as it displays a remarkable ability to persist in areas that have undergone some form of disruption. In North Carolina, several populations of Michaux's sumac have been identified in diverse locations, each illustrating the plant's adaptability to varying environments. Notably, some populations have established themselves along highway rights-of-way, roadsides, or the edges of artificially maintained clearings. In these areas, human-induced disturbances have unintentionally created open spaces, fostering the ideal conditions for Michaux's sumac to take root and thrive. Additionally, Michaux's sumac has been observed in areas subjected to periodic fires, where natural cycles of burning have contributed to creating open and sunlit patches in the landscape. Two other populations of Michaux's sumac have been discovered in sites undergoing natural succession, where ecological communities are transitioning through different stages of development. Furthermore, a particularly noteworthy population of Michaux's sumac is situated in a natural opening on the rim of a Carolina bay.

Conclusion: The PSA consists of agricultural fields, wooded land, and a vacant lot. Surrounding properties consist of industrial properties and wooded land. The wooded land consists of medium stands of trees comprised mostly of hardwood and pine species, ranging from 5 to 70 years in age.

Based on the site reconnaissance, the site does not contain potential habitat for Michaux's Sumac due to lack of disturbance ecology and sandy or rocky open woods. The NHP database search did not identify Michaux's Sumac within project boundaries or within a one-mile radius of the site.

4.0 PRELIMINARY CULTURAL & ARCHEOLOGICAL RESOURCES REVIEW

The State Historic Preservation Office (SHPO) was created by the U.S. government in 1966 under Section 101 of the National Historic Preservation Act (NHPA). The purposes of the SHPO include surveying and recognizing historic properties, reviewing nominations for properties to be included in the National Register of Historic Places (NRHP), reviewing undertakings for the impact on the properties as well as supporting federal organizations, state, and local governments, and the private sector.

National Register of Historic Places

The NRHP is the country's official list of historically significant sites worthy of preservation. Authorized under the NHPA of 1966, the National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect our historic and archaeological resources. The National Register is administered by the National Park Service under the Secretary of the Interior. Properties listed in the National Register include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archaeology, engineering, and culture. These resources contribute to an understanding of the historical and cultural foundations of the United States.

Section 106 Review

Under Section 106 of the (NHPA), as amended, federal agencies must identify and evaluate cultural resources and consider the impact of undertakings they fund, license, permit, or assist on historic properties eligible for inclusion in the National Register of Historic Places. The federal agencies must afford the North Carolina State Historic Preservation Office (SHPO) the opportunity to comment on these undertakings.

Through the Section 106 Review process, the SHPO can work with the federal agencies to protect cultural resources by bringing historic properties into consideration during the early stages of project planning or to mitigate any adverse effects. As a general rule and disclaimer, the GIS system is only as good as the data entry and the data collection. Just because the SHPO doesn't have records or surveyed locations, does not mean there might not be historic or potentially historic resources in the area. It is always encouraged to do due diligence in studying the area, through field visits to the area and researching in other ways to make sure that Cultural and Historic Resources are not affected.

4.1 Site Reconnaissance

ECS personnel conducted a desktop review and site reconnaissance on July 26, 202, and historic and recent aerials, the site currently consists of agricultural fields, wooded land, and a vacant lot. Surrounding properties consist of industrial properties and wooded land. The wooded land consists of medium stands of trees comprised mostly of hardwood and pine species, ranging from 5 to 70 years in age.

4.2 NC State Historic Preservation Office (SHPO) Review

In order to search for known cultural and archeological resources, ECS reviewed the North Carolina Historic Preservation Office (NC HPO) WebMap viewer. During the review, no potentially significant architectural or archaeological resources were located within the PSA and no additional resources were identified within a 1,500 foot buffer of the PSA.

4.3 Historical Aerial & Topographic Map Review

ECS conducted a preliminary historic and archaeological resources desktop review. The scope of work included a review of aerial photographs, a historical topographic map review, and a review of the NC SHPO GIS mapping tool.

Aerial Photograph Review

ECS reviewed historic aerial photographs, dated 1955, 1971, 1983, 1994, 1999, 2000, 2006, 2008, 2009, 2010, 2012, 2014, 2016, 2018, and 2020. During the aerial review, ECS noted that the agricultural fields within the PSA date back to 1995. ECS observed the present structures on site to appear on aerial imagery in 2006.

Historical Topographic Map Review

ECS reviewed historical topographic maps to review for potential cultural or archeological resources, dated 1975, 1976, 1983, 2000, 2013, 2016, and 2019. Potential structures were not observed on the topographic maps.

4.4 Cultural & Historical Resources Determination

After conducting our site visit and reviewing historical aerial photographs alongside the Online NC HPO WebMap, ECS's assessment is that a proposed project is not likely to have any substantial impact on significant cultural, architectural, or archaeological resources within the site's boundaries or its surrounding area.

5.0 AGENCY CORRESPONDENCE

At the approval of the client, ECS can compose letter requests addressed to the USFWS and NC HPO to determine if the subject site is located in the immediate vicinity of registered sightings or habitats for endangered species or historic and archaeological resources. At the time of this report, ECS has not submitted letter requests for concurrence to the USFWS or NC HPO. ECS utilized NC's Natural Heritage Program portal for Environmental Professionals in order to request information regarding the program's knowledge of listed species and/or associated habitat on site.

5.1 North Carolina Natural Heritage Program (NC NHP)

ECS utilized NC's Natural Heritage Program portal for Environmental Professionals in order to request information regarding the program's knowledge of listed species and/or associated habitat on site. On September 19, 2023, ECS received a Request for Threatened and Endangered Species Consultation letter for the site. The letter states that no species occurrences were identified as occurring within the PSA.

The letter also states that occurrences for the Coppery Emerald (*Somatochlora georgiana*), Phantom Darner (*Triacanthagyna trifida*), Blackbanded sunfish (*Enneacanthus chaetodon*), and Sebastian-bush (*Ditrysinia fruticosa*) were observed within a 1-mile radius of the PSA. A copy of the NC NHP response letter is included as an attachment.

5.2 USFWS

At the time of issuance of this report, ECS has not submitted a formal request to USFWS for their specific review of the proposed action and project. At the approval of the client, ECS can prepare and submit request letters to the USFWS for their review and concurrence, and/or if they issue further recommendations and guidance concerning potential Threatened and Endangered Species on site.

6.0 CONCLUSIONS

ECS has conducted a preliminary threatened and endangered species determination and a preliminary historic and archaeological resources review for the site. Please note that our services did not include detailed studies or surveys for threatened and endangered species or historic and archaeological resources.

Based on our knowledge, site visit, and desktop information from available sources from the Online NC HPO WebMap, USFWS IPaC Species List, and NC NHP, ECS has the following recommendations:

- Based on our knowledge, site visit, and available desktop information from the NC NHP and USFWS IPaC, ECS does not believe that development activities on the site will effect threatened and endangered species.
- Based on our knowledge, site visit, and review of the Online NC HPO WebMap, ECS does not believe activities on this site will effect any significant cultural or historic resources.
- At the approval of the client, ECS can prepare and submit request letters to the USFWS and NC HPO for their review for concurrence and/or if the agencies issue further recommendations and guidance concerning potential resources on site.
 - ECS would recommend awaiting response and will defer to any further requests and assessments recommended from the agencies.

Other items for assessment are not recommended at this time.

In order to protect aquatic resources, erosion and sedimentation controls should be installed and maintained between the construction site and any nearby downgradient surface waters. In addition, ECS recommends maintaining natural, vegetative buffers on all streams and surface waters on site and adjacent to the project area.

Legend

 Project Study Area



Client:



Project:

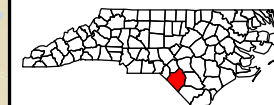
SOUTHEAST CROSSROADS
INDUSTRIAL PARK

EMERY ROAD & I-74,
LUMBERTON,
ROBESON COUNTY,
NORTH CAROLINA

Title:

**SITE
LOCATION
MAP**

ROBESON COUNTY



Drawn By:

SAW

Scale:

1" = 1 mile

Approved By:

MSM

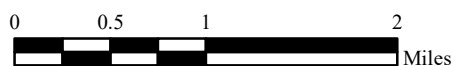
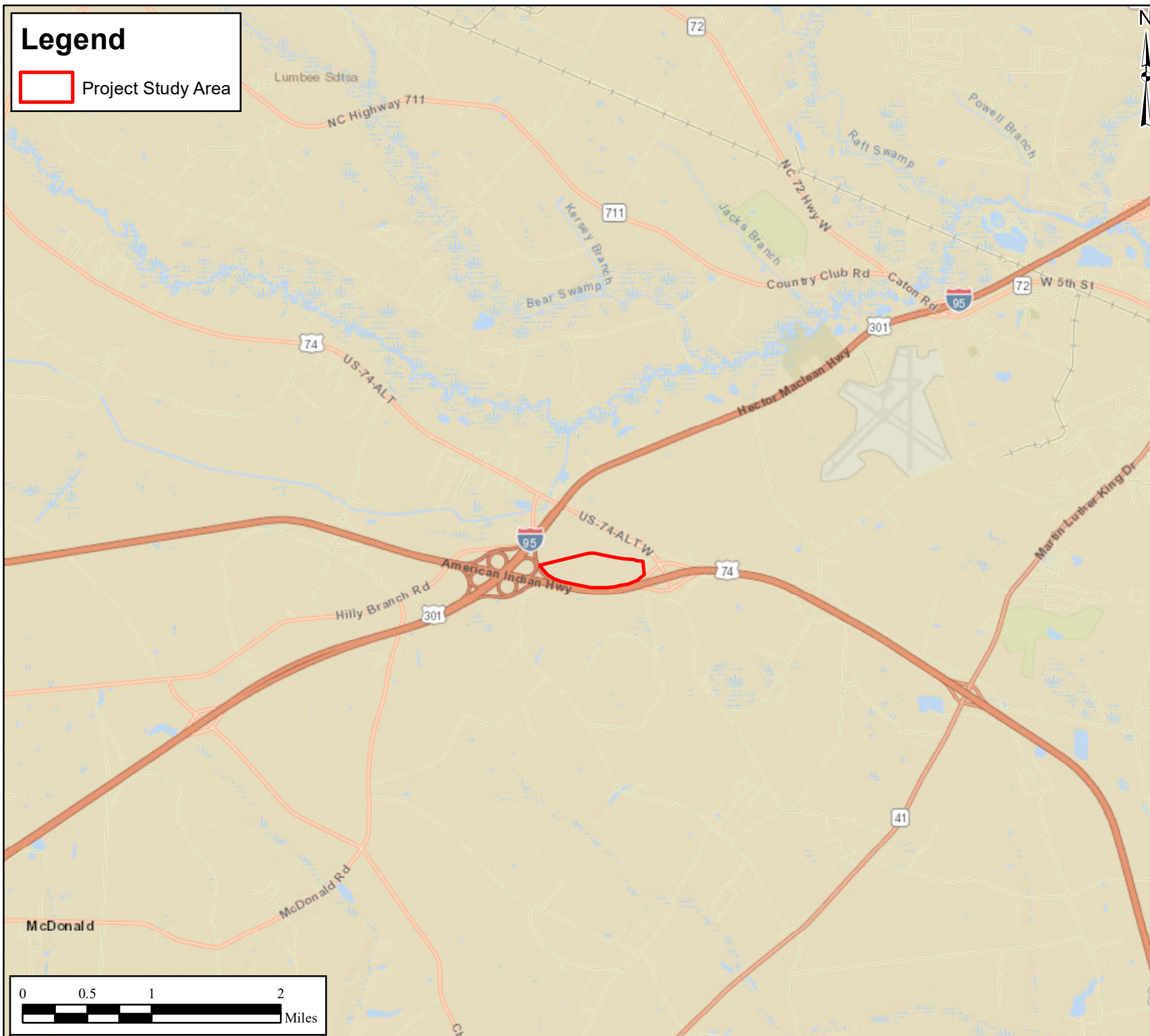
Date:

09/19/2023

ECS Project No.

49: 20836

FIGURE 1



Legend

 Project Study Area



Client:



Project:

SOUTHEAST CROSSROADS
INDUSTRIAL PARK

EMERY ROAD & I-74,
LUMBERTON,
ROBESON COUNTY,
NORTH CAROLINA

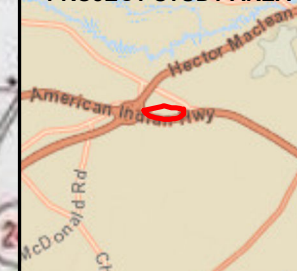
Title:

USGS TOPOGRAPHIC MAP

SOUTHWEST
LUMBERTON, NC
DATED: 2000

NC QUADRANGLE

PROJECT STUDY AREA



Drawn By:

SAW

Scale:

1" = 1,000'

Approved By:

MSM

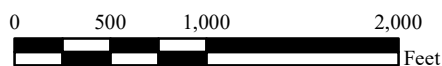
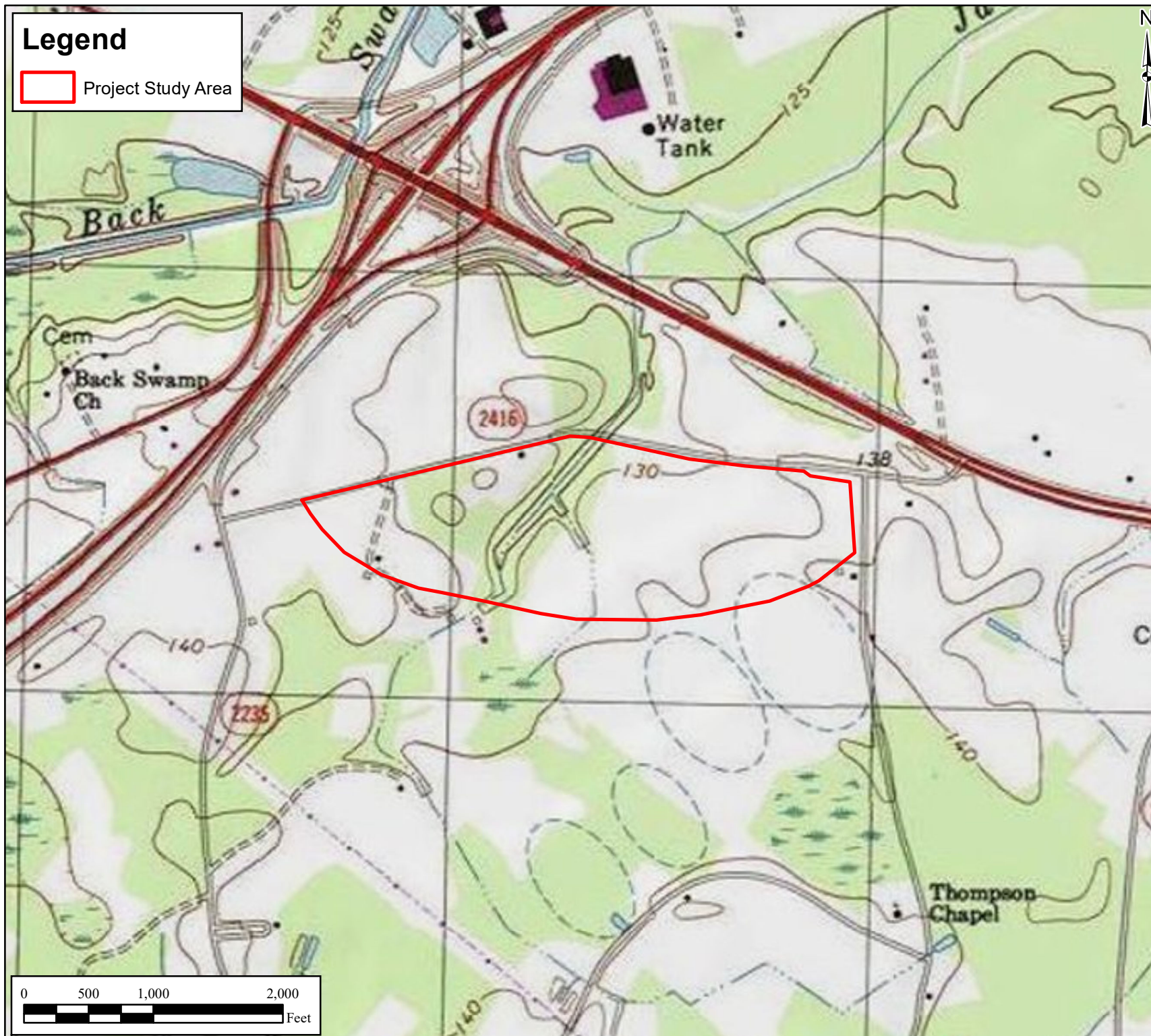
Date:

09/19/2023

ECS Project No.

49: 20836

FIGURE 2



Legend

 Project Study Area



Client:



Project:

SOUTHEAST CROSSROADS
INDUSTRIAL PARK

EMERY ROAD & I-74,
LUMBERTON,
ROBESON COUNTY,
NORTH CAROLINA

Title:

**AERIAL IMAGERY
MAP**

PROJECT STUDY AREA



Drawn By:
SAW

Scale:
1" = 500'

Approved By:
MSM

Date:
09/19/2023

ECS Project No.
49: 20836

FIGURE 3

0 250 500 1,000 Feet



Roy Cooper, Governor

D. Reid Wilson, Secretary

Misty Buchanan
Deputy Director, Natural Heritage Program

NCNHDE-23370

September 19, 2023

Sarah Westwood
ECS Limited
5935 Rivers Ave
Charleston, SC 29406
RE: Southeast Crossroads; 20836

Dear Sarah Westwood:

The North Carolina Natural Heritage Program (NCNHP) appreciates the opportunity to provide information about natural heritage resources for the project referenced above.

Based on the project area mapped with your request, a query of the NCNHP database indicates that there are no records for rare species, important natural communities, natural areas, and/or conservation/managed areas within the proposed project boundary. Please note that although there may be no documentation of natural heritage elements within the project boundary, it does not imply or confirm their absence; the area may not have been surveyed. The results of this query should not be substituted for field surveys where suitable habitat exists. In the event that rare species are found within the project area, please contact the NCNHP so that we may update our records.

The attached 'Potential Occurrences' table summarizes rare species and natural communities that have been documented within a one-mile radius of the property boundary. The proximity of these records suggests that these natural heritage elements may potentially be present in the project area if suitable habitat exists. Tables of natural areas and conservation/managed areas within a one-mile radius of the project area, if any, are also included in this report.

If a Federally-listed species is found within the project area or is indicated within a one-mile radius of the project area, the NCNHP recommends contacting the US Fish and Wildlife Service (USFWS) for guidance. Contact information for USFWS offices in North Carolina is found here:

<https://www.fws.gov/offices/Directory/ListOffices.cfm?statecode=37>.

Please note that natural heritage element data are maintained for the purposes of conservation planning, project review, and scientific research, and are not intended for use as the primary criteria for regulatory decisions. Information provided by the NCNHP database may not be published without prior written notification to the NCNHP, and the NCNHP must be credited as an information source in these publications. Maps of NCNHP data may not be redistributed without permission.

The NC Natural Heritage Program may follow this letter with additional correspondence if a Dedicated Nature Preserve, Registered Heritage Area, Land and Water Fund easement, or Federally-listed species are documented near the project area.

If you have questions regarding the information provided in this letter or need additional assistance, please contact the NCNHP at natural.heritage@dncr.nc.gov.

Sincerely,
NC Natural Heritage Program

Natural Heritage Element Occurrences, Natural Areas, and Managed Areas Within a One-mile Radius of the Project Area
Southeast Crossroads
Project No. 20836
September 19, 2023
NCNHDE-23370

Element Occurrences Documented Within a One-mile Radius of the Project Area

Taxonomic Group	EO ID	Scientific Name	Common Name	Last Observation Date	Element Occurrence Rank	Accuracy	Federal Status	State Status	Global Rank	State Rank
Dragonfly or Damselfly	33769	Somatochlora georgiana	Coppery Emerald	2004-Pre	H?	5-Very Low	---	Significantly Rare	G3G4	S1?
Dragonfly or Damselfly	33789	Triacanthagyna trifida	Phantom Darner	2004-Pre	H?	5-Very Low	---	Significantly Rare	G5	SH
Freshwater Fish	31779	Enneacanthus chaetodon	Blackbanded Sunfish	2010-07-07	E	3-Medium	---	Significantly Rare	G3G4	S3
Natural Community	27516	Blackwater Bottomland Hardwoods (Swamp Transition Subtype)	---	2017	AB	2-High	---	---	G3G5	S3
Natural Community	41269	Cypress--Gum Swamp (Blackwater Subtype)	---	2017	A	3-Medium	---	---	G4?	S4
Vascular Plant	26672	Ditrysinia fruticosa	Sebastian-bush	2008-05-07	A?	4-Low	---	Significantly Rare Peripheral	G5	S2

Natural Areas Documented Within a One-mile Radius of the Project Area

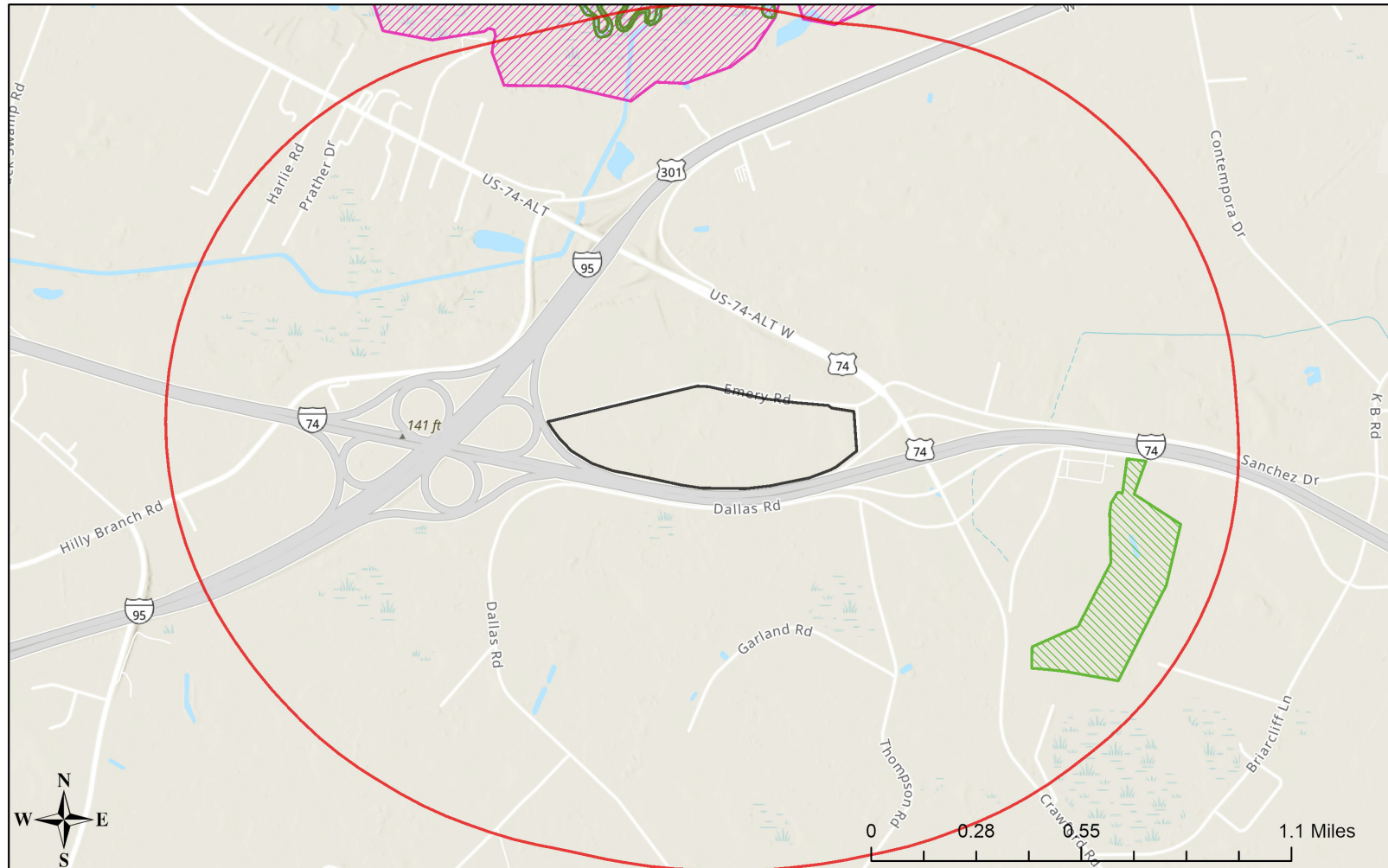
Site Name	Representational Rating	Collective Rating
Lumber River Swamp/Avent Landing	R2 (Very High)	C5 (General)
LBR/Lumber River/Bear Swamp Aquatic Habitat	R1 (Exceptional)	C3 (High)

Managed Areas Documented Within a One-mile Radius of the Project Area

Managed Area Name	Owner	Owner Type
NC Department of Transportation Mitigation Site	NC Department of Transportation	State
Lumber National Wild and Scenic River	US National Park Service	Federal
Lumber State Natural and Scenic River	NC DNCR, Division of Parks and Recreation	State

Definitions and an explanation of status designations and codes can be found at <https://ncnhde.natureserve.org/help>. Data query generated on September 19, 2023; source: NCNHP, Summer (July) 2023. Please resubmit your information request if more than one year elapses before project initiation as new information is continually added to the NCNHP database.

NCNHDE-23370: Southeast Crossroads



September 19, 2023

- NHP Natural Area (NHNA)
- Managed Area (MAREA)
- Buffered Project Boundary
- Project Boundary

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community.
 Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Raleigh Ecological Services Field Office
Post Office Box 33726
Raleigh, NC 27636-3726
Phone: (919) 856-4520 Fax: (919) 856-4556



In Reply Refer To:
Project Code: 2023-0130542
Project Name: Southeast Crossroads Industrial Park

September 19, 2023

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*). If your project area contains suitable habitat for any of the federally-listed species on this species list, the proposed action has the potential to adversely affect those species. If suitable habitat is present, surveys should be conducted to determine the species' presence or absence within the project area. The use of this species list and/or North Carolina Natural Heritage program data should not be substituted for actual field surveys.

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered

species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf>

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see <https://www.fws.gov/program/migratory-bird-permit/what-we-do>.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see <https://www.fws.gov/library/collections/threats-birds>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

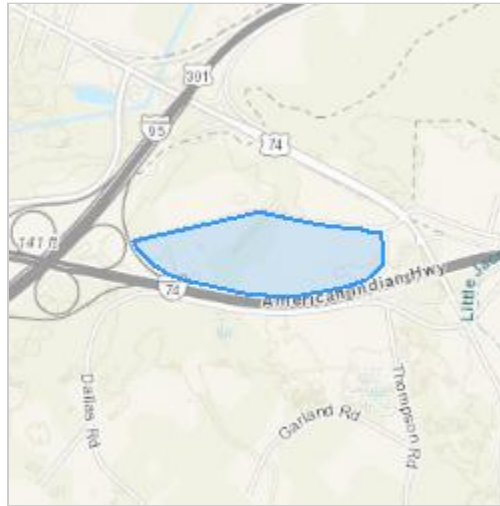
Raleigh Ecological Services Field Office

Post Office Box 33726
Raleigh, NC 27636-3726
(919) 856-4520

PROJECT SUMMARY

Project Code: 2023-0130542
Project Name: Southeast Crossroads Industrial Park
Project Type: Commercial Development
Project Description: Proposed industrial development
Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@34.5937854,-79.09894098956475,14z>



Counties: Robeson County, North Carolina

ENDANGERED SPECIES ACT SPECIES

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

BIRDS

NAME	STATUS
Red-cockaded Woodpecker <i>Picoides borealis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/7614	Endangered

REPTILES

NAME	STATUS
American Alligator <i>Alligator mississippiensis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/776	Similarity of Appearance (Threatened)

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

FLOWERING PLANTS

NAME	STATUS
Michaux's Sumac <i>Rhus michauxii</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/5217	Endangered

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

-
1. The [Bald and Golden Eagle Protection Act](#) of 1940.
 2. The [Migratory Birds Treaty Act](#) of 1918.
 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

THERE ARE NO BALD AND GOLDEN EAGLES WITHIN THE VICINITY OF YOUR PROJECT AREA.

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

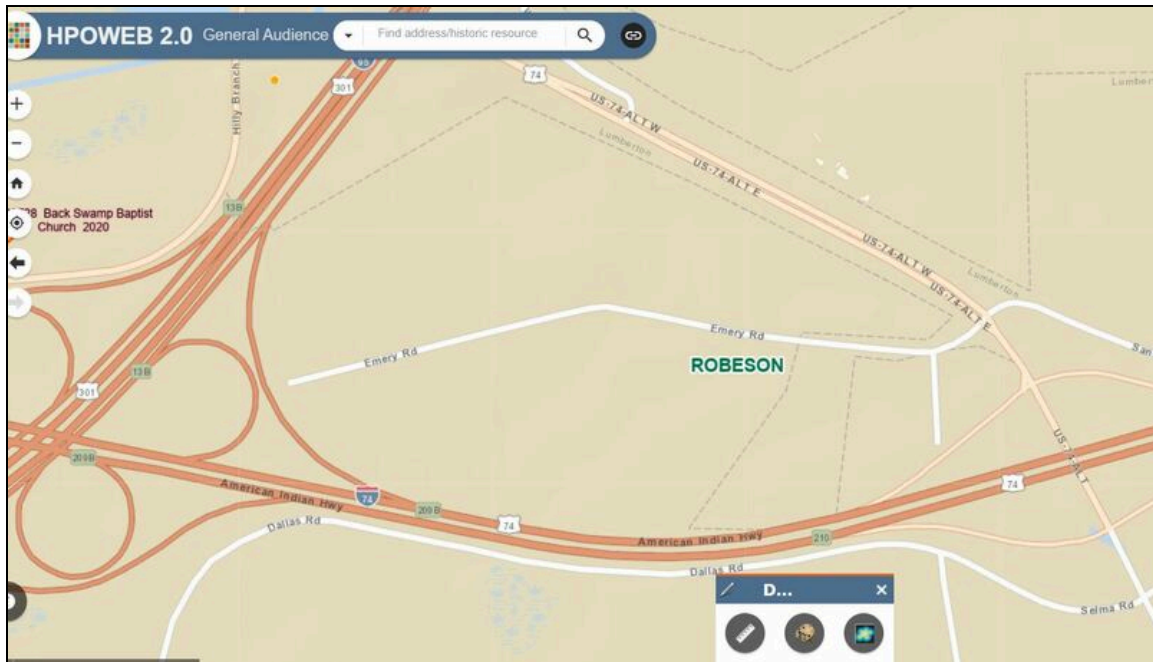
Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

-
1. The [Migratory Birds Treaty Act](#) of 1918.
 2. The [Bald and Golden Eagle Protection Act](#) of 1940.
 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

THERE ARE NO FWS MIGRATORY BIRDS OF CONCERN WITHIN THE VICINITY OF YOUR PROJECT AREA.

IPAC USER CONTACT INFORMATION

Agency: ECS
Name: Sara Westwood
Address: 5935 Rivers Ave
Address Line 2: Suite 105A
City: North Charleston
State: SC
Zip: 29406
Email: swestwood@ecslimited.com
Phone: 8436544448



1 - NCSHPO



1 - Typical view of the grass-covered land on the property.



2 - Typical view of the agricultural land on the property.



3 - Typical view of the agricultural land on the property.



4 - Typical view of the wooded land on the property.



5 - Typical view of the dense vegetation on the property.



6 - View of the stream on the property.



7 - View of the stream on the property.



8 - View of the northern boundary of the property.



9 - Typical view of the western portion of the property.



10 - View of an unpaved path on the western portion.



11 - View of the active construction on the western portion of the property.



12 - View of the containers of hydraulic oil and motor oil.



13 - View of the concrete highway barriers.



14 - View of the metal highway railings.



15 - View of the pole-mounted transformer on the property.



16 - View of the electrical substation on the property.



17 - View of the construction equipment and tractor on the property.



18 - View of the construction equipment on the property.



19 - View of the northern adjacent commercial building.



20 - View of the eastern adjacent construction site.

Lumberton Southeast Crossroads Industrial Park Smart Site®

Next Steps:

The Smart Sites® Program is a set of due diligence assessments that shows how an industrial site can be developed, a conceptual site plan, and development cost estimate. A Smart Site® is considered “shovel-ready.” There are next steps the City of Lumberton and its partners can take to promote and further develop the site to attract new and expanding businesses.



- Download all certification documents from the Dropbox folder and save to have quick, easy access to all assessments, plans, and promotional materials and to be able to share with allies and partners.

Promote



- Keep information updated partners: Robeson County Economic Development, NC Southeast, Economic Development Partnership of NC.
- Add link on “Business” menu to Roberson County Economic Development.
- Periodic social media posts.
- Press release about Smart Site Certification and discuss at city staff meetings so department heads know details of the site and development plans.
- Share the video/animation of the site with partners and allies.
- Ensure entrance, promotional, and wayfinding signage are in place.

State Certification



- Complete the [NC Department of Commerce Certified Sites Program](#) – much of the work has been completed through the Smart Sites® Program.
- Additional documentation needed: letters of support, deed, boundary survey, sales price, title search, letters for road access and utilities, zoning, and tax map.

Preparation



- Seek funding to grade and prepare building pads.
- Explore the feasibility of and partners for a spec building development.

Further Evaluation



- Prior to development, the Phase 1 Environmental Assessment recommends the former asphalt plant be further analyzed.
- Consider the procurement/option of two parcels labeled “Future Development” on the concept plans to expand the park.
- Develop estimates and plans for moving power lines required for Preliminary Concept Plan.



Market Profile

Robeson County, NC
Robeson County, NC (37155)
Geography: County

Prepared by Esri

Robeson Count...

Population Summary

2010 Total Population	134,145
2020 Total Population	116,530
2020 Group Quarters	3,941
2023 Total Population	113,227
2023 Group Quarters	3,941
2028 Total Population	111,102
2023-2028 Annual Rate	-0.38%
2023 Total Daytime Population	109,551
Workers	36,994
Residents	72,557

Household Summary

2010 Households	47,989
2010 Average Household Size	2.71
2020 Total Households	43,402
2020 Average Household Size	2.59
2023 Households	42,469
2023 Average Household Size	2.57
2028 Households	42,168
2028 Average Household Size	2.54
2023-2028 Annual Rate	-0.14%
2010 Families	33,916
2010 Average Family Size	3.19
2023 Families	29,042
2023 Average Family Size	3.11
2028 Families	28,734
2028 Average Family Size	3.07
2023-2028 Annual Rate	-0.21%

Housing Unit Summary

2000 Housing Units	47,779
Owner Occupied Housing Units	66.5%
Renter Occupied Housing Units	24.9%
Vacant Housing Units	8.6%
2010 Housing Units	52,741
Owner Occupied Housing Units	59.4%
Renter Occupied Housing Units	31.6%
Vacant Housing Units	9.0%
2020 Housing Units	48,426
Owner Occupied Housing Units	59.7%
Renter Occupied Housing Units	29.9%
Vacant Housing Units	10.4%
2023 Housing Units	47,879
Owner Occupied Housing Units	59.8%
Renter Occupied Housing Units	28.9%
Vacant Housing Units	11.3%
2028 Housing Units	47,880
Owner Occupied Housing Units	60.6%
Renter Occupied Housing Units	27.4%
Vacant Housing Units	11.9%

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

April 29, 2024



Market Profile

Robeson County, NC
Robeson County, NC (37155)
Geography: County

Prepared by Esri

Robeson Count...

2023 Households by Income

Household Income Base	42,469
<\$15,000	21.0%
\$15,000 - \$24,999	12.4%
\$25,000 - \$34,999	13.3%
\$35,000 - \$49,999	12.8%
\$50,000 - \$74,999	16.9%
\$75,000 - \$99,999	10.4%
\$100,000 - \$149,999	8.3%
\$150,000 - \$199,999	3.1%
\$200,000+	1.9%
Average Household Income	\$57,454

2028 Households by Income

Household Income Base	42,168
<\$15,000	19.1%
\$15,000 - \$24,999	11.4%
\$25,000 - \$34,999	12.6%
\$35,000 - \$49,999	12.2%
\$50,000 - \$74,999	17.4%
\$75,000 - \$99,999	10.9%
\$100,000 - \$149,999	10.0%
\$150,000 - \$199,999	4.1%
\$200,000+	2.3%
Average Household Income	\$65,170

2023 Owner Occupied Housing Units by Value

Total	28,618
<\$50,000	23.3%
\$50,000 - \$99,999	26.6%
\$100,000 - \$149,999	16.4%
\$150,000 - \$199,999	15.5%
\$200,000 - \$249,999	7.1%
\$250,000 - \$299,999	4.0%
\$300,000 - \$399,999	5.7%
\$400,000 - \$499,999	0.8%
\$500,000 - \$749,999	0.5%
\$750,000 - \$999,999	0.1%
\$1,000,000 - \$1,499,999	0.0%
\$1,500,000 - \$1,999,999	0.0%
\$2,000,000 +	0.0%
Average Home Value	\$128,211

2028 Owner Occupied Housing Units by Value

Total	29,032
<\$50,000	22.3%
\$50,000 - \$99,999	25.4%
\$100,000 - \$149,999	15.7%
\$150,000 - \$199,999	15.0%
\$200,000 - \$249,999	8.0%
\$250,000 - \$299,999	4.5%
\$300,000 - \$399,999	7.2%
\$400,000 - \$499,999	1.1%
\$500,000 - \$749,999	0.6%
\$750,000 - \$999,999	0.1%
\$1,000,000 - \$1,499,999	0.0%
\$1,500,000 - \$1,999,999	0.0%
\$2,000,000 +	0.0%
Average Home Value	\$136,003

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

April 29, 2024



Market Profile

Robeson County, NC
Robeson County, NC (37155)
Geography: County

Prepared by Esri

		Robeson Count...
Median Household Income		
2023		\$38,063
2028		\$42,427
Median Home Value		
2023		\$100,278
2028		\$107,424
Per Capita Income		
2023		\$21,624
2028		\$24,811
Median Age		
2010		34.4
2020		38.1
2023		37.0
2028		38.5
2020 Population by Age		
Total		116,530
0 - 4		6.1%
5 - 9		6.5%
10 - 14		7.3%
15 - 24		14.8%
25 - 34		11.8%
35 - 44		11.7%
45 - 54		12.4%
55 - 64		13.1%
65 - 74		10.4%
75 - 84		4.6%
85 +		1.4%
18 +		75.9%
2023 Population by Age		
Total		113,227
0 - 4		6.4%
5 - 9		6.9%
10 - 14		6.7%
15 - 24		13.4%
25 - 34		14.1%
35 - 44		12.7%
45 - 54		11.5%
55 - 64		12.1%
65 - 74		10.4%
75 - 84		4.5%
85 +		1.3%
18 +		76.4%
2028 Population by Age		
Total		111,102
0 - 4		6.3%
5 - 9		6.5%
10 - 14		6.9%
15 - 24		13.4%
25 - 34		12.3%
35 - 44		12.8%
45 - 54		12.2%
55 - 64		11.4%
65 - 74		10.8%
75 - 84		5.9%
85 +		1.6%
18 +		76.5%
2020 Population by Sex		

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

April 29, 2024



Market Profile

Robeson County, NC
Robeson County, NC (37155)
Geography: County

Prepared by Esri

	Robeson Count...
Males	56,003
Females	60,527
2023 Population by Sex	
Males	55,426
Females	57,801
2028 Population by Sex	
Males	54,375
Females	56,727
2010 Population by Race/Ethnicity	
Total	134,145
White Alone	29.0%
Black Alone	24.3%
American Indian Alone	38.4%
Asian Alone	0.7%
Pacific Islander Alone	0.1%
Some Other Race Alone	5.0%
Two or More Races	2.5%
Hispanic Origin	8.1%
Diversity Index	75.0
2020 Population by Race/Ethnicity	
Total	116,530
White Alone	25.8%
Black Alone	22.7%
American Indian Alone	38.5%
Asian Alone	0.8%
Pacific Islander Alone	0.1%
Some Other Race Alone	7.0%
Two or More Races	5.2%
Hispanic Origin	10.1%
Diversity Index	77.6
2023 Population by Race/Ethnicity	
Total	113,227
White Alone	25.1%
Black Alone	22.4%
American Indian Alone	38.8%
Asian Alone	0.8%
Pacific Islander Alone	0.1%
Some Other Race Alone	7.4%
Two or More Races	5.4%
Hispanic Origin	10.6%
Diversity Index	77.9
2028 Population by Race/Ethnicity	
Total	111,102
White Alone	23.9%
Black Alone	22.0%
American Indian Alone	39.0%
Asian Alone	0.9%
Pacific Islander Alone	0.1%
Some Other Race Alone	8.0%
Two or More Races	6.0%
Hispanic Origin	11.7%
Diversity Index	78.7

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

April 29, 2024



Market Profile

Robeson County, NC
Robeson County, NC (37155)
Geography: County

Prepared by Esri

Robeson Count...

2020 Population by Relationship and Household Type

Total	116,530
In Households	96.6%
Householder	37.2%
Opposite-Sex Spouse	14.1%
Same-Sex Spouse	0.1%
Opposite-Sex Unmarried Partner	2.3%
Same-Sex Unmarried Partner	0.1%
Biological Child	27.8%
Adopted Child	0.6%
Stepchild	1.2%
Grandchild	5.4%
Brother or Sister	1.5%
Parent	1.1%
Parent-in-law	0.1%
Son-in-law or Daughter-in-law	0.4%
Other Relatives	1.8%
Foster Child	0.1%
Other Nonrelatives	2.6%
In Group Quarters	3.4%
Institutionalized	1.5%
Noninstitutionalized	1.9%

2023 Population 25+ by Educational Attainment

Total	75,421
Less than 9th Grade	6.1%
9th - 12th Grade, No Diploma	13.2%
High School Graduate	31.5%
GED/Alternative Credential	3.4%
Some College, No Degree	18.2%
Associate Degree	11.6%
Bachelor's Degree	10.3%
Graduate/Professional Degree	5.8%

2023 Population 15+ by Marital Status

Total	90,557
Never Married	42.0%
Married	41.5%
Widowed	7.6%
Divorced	8.9%

2023 Civilian Population 16+ in Labor Force

Civilian Population 16+	42,670
Population 16+ Employed	94.1%
Population 16+ Unemployment rate	5.9%
Population 16-24 Employed	12.4%
Population 16-24 Unemployment rate	9.2%
Population 25-54 Employed	66.0%
Population 25-54 Unemployment rate	5.8%
Population 55-64 Employed	15.7%
Population 55-64 Unemployment rate	4.5%
Population 65+ Employed	5.9%
Population 65+ Unemployment rate	3.8%

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

April 29, 2024



Market Profile

Robeson County, NC
Robeson County, NC (37155)
Geography: County

Prepared by Esri

Robeson Count...

2023 Employed Population 16+ by Industry

Total	40,148
Agriculture/Mining	1.8%
Construction	9.8%
Manufacturing	16.6%
Wholesale Trade	1.2%
Retail Trade	11.4%
Transportation/Utilities	6.1%
Information	0.6%
Finance/Insurance/Real Estate	3.2%
Services	44.4%
Public Administration	4.9%

2023 Employed Population 16+ by Occupation

Total	40,148
White Collar	46.0%
Management/Business/Financial	9.7%
Professional	18.4%
Sales	7.9%
Administrative Support	10.0%
Services	18.2%
Blue Collar	35.8%
Farming/Forestry/Fishing	0.7%
Construction/Extraction	8.9%
Installation/Maintenance/Repair	4.6%
Production	10.8%
Transportation/Material Moving	10.8%

2020 Households by Type

Total	43,402
Married Couple Households	38.3%
With Own Children <18	12.8%
Without Own Children <18	25.4%
Cohabiting Couple Households	6.5%
With Own Children <18	3.1%
Without Own Children <18	3.4%
Male Householder, No Spouse/Partner	19.7%
Living Alone	12.7%
65 Years and over	4.3%
With Own Children <18	1.8%
Without Own Children <18, With Relatives	4.0%
No Relatives Present	1.2%
Female Householder, No Spouse/Partner	35.6%
Living Alone	15.0%
65 Years and over	7.8%
With Own Children <18	8.6%
Without Own Children <18, With Relatives	10.9%
No Relatives Present	1.0%

2020 Households by Size

Total	43,402
1 Person Household	27.7%
2 Person Household	30.2%
3 Person Household	17.6%
4 Person Household	13.3%
5 Person Household	6.6%
6 Person Household	2.9%
7 + Person Household	1.7%

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

April 29, 2024



Market Profile

Robeson County, NC
Robeson County, NC (37155)
Geography: County

Prepared by Esri

		Robeson Count...
2020 Households by Tenure and Mortgage Status		
Total		43,402
Owner Occupied		66.6%
Owned with a Mortgage/Loan		30.1%
Owned Free and Clear		36.5%
Renter Occupied		33.4%
2023 Affordability, Mortgage and Wealth		
Housing Affordability Index		152
Percent of Income for Mortgage		15.8%
Wealth Index		41
2020 Housing Units By Urban/ Rural Status		
Total		48,426
Urban Housing Units		25.0%
Rural Housing Units		75.0%
2020 Population By Urban/ Rural Status		
Total		116,530
Urban Population		24.0%
Rural Population		76.0%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.



Market Profile

Robeson County, NC
Robeson County, NC (37155)
Geography: County

Prepared by Esri

Robeson Count...

Top 3 Tapestry Segments

1.	Rural Bypasses (10E)
2.	Down the Road (10D)
3.	Southern Satellites (10A)

2023 Consumer Spending

Apparel & Services: Total \$	\$49,474,260
Average Spent	\$1,164.95
Spending Potential Index	53
Education: Total \$	\$32,626,890
Average Spent	\$768.25
Spending Potential Index	43
Entertainment/Recreation: Total \$	\$90,036,782
Average Spent	\$2,120.06
Spending Potential Index	56
Food at Home: Total \$	\$169,602,292
Average Spent	\$3,993.56
Spending Potential Index	59
Food Away from Home: Total \$	\$87,570,198
Average Spent	\$2,061.98
Spending Potential Index	55
Health Care: Total \$	\$192,728,542
Average Spent	\$4,538.10
Spending Potential Index	62
HH Furnishings & Equipment: Total \$	\$69,741,601
Average Spent	\$1,642.18
Spending Potential Index	56
Personal Care Products & Services: Total \$	\$21,567,754
Average Spent	\$507.85
Spending Potential Index	53
Shelter: Total \$	\$528,368,814
Average Spent	\$12,441.28
Spending Potential Index	50
Support Payments/Cash Contributions/Gifts in Kind: Total \$	\$76,899,861
Average Spent	\$1,810.73
Spending Potential Index	58
Travel: Total \$	\$49,560,476
Average Spent	\$1,166.98
Spending Potential Index	52
Vehicle Maintenance & Repairs: Total \$	\$33,392,605
Average Spent	\$786.28
Spending Potential Index	60

Data Note: Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

Source: Consumer Spending data are derived from the 2019 and 2020 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

Source: Esri forecasts for 2023 and 2028. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

April 29, 2024

Lumberton Southeast Crossroads Industrial Park Smart Site®

Next Steps:

The Smart Sites® Program is a set of due diligence assessments that shows how an industrial site can be developed, a conceptual site plan, and development cost estimate. A Smart Site® is considered “shovel-ready.” There are next steps the City of Lumberton and its partners can take to promote and further develop the site to attract new and expanding businesses.



- Download all certification documents from the Dropbox folder and save to have quick, easy access to all assessments, plans, and promotional materials and to be able to share with allies and partners.

Promote



- Keep information updated partners: Robeson County Economic Development, NC Southeast, Economic Development Partnership of NC.
- Add link on “Business” menu to Roberson County Economic Development.
- Periodic social media posts.
- Press release about Smart Site Certification and discuss at city staff meetings so department heads know details of the site and development plans.
- Share the video/animation of the site with partners and allies.
- Ensure entrance, promotional, and wayfinding signage are in place.

State Certification



- Complete the [NC Department of Commerce Certified Sites Program](#) – much of the work has been completed through the Smart Sites® Program.
- Additional documentation needed: letters of support, deed, boundary survey, sales price, title search, letters for road access and utilities, zoning, and tax map.

Preparation



- Seek funding to grade and prepare building pads.
- Explore the feasibility of and partners for a spec building development.

Further Evaluation



- Prior to development, the Phase 1 Environmental Assessment recommends the former asphalt plant be further analyzed.
- Consider the procurement/option of two parcels labeled “Future Development” on the concept plans to expand the park.
- Develop estimates and plans for moving power lines required for Preliminary Concept Plan.

Lumberton Loop Feasibility Study

City of Lumberton North Carolina



Lumberton Loop FS

City of Lumberton, NC

Endorsement
November 2024



Input from many stakeholders



Integrated **Mobility** Division
N.C. DEPARTMENT OF TRANSPORTATION

Residents

Chamber of
Commerce

THANK YOU



Division 6

Planning
& Inspections

Business Owners



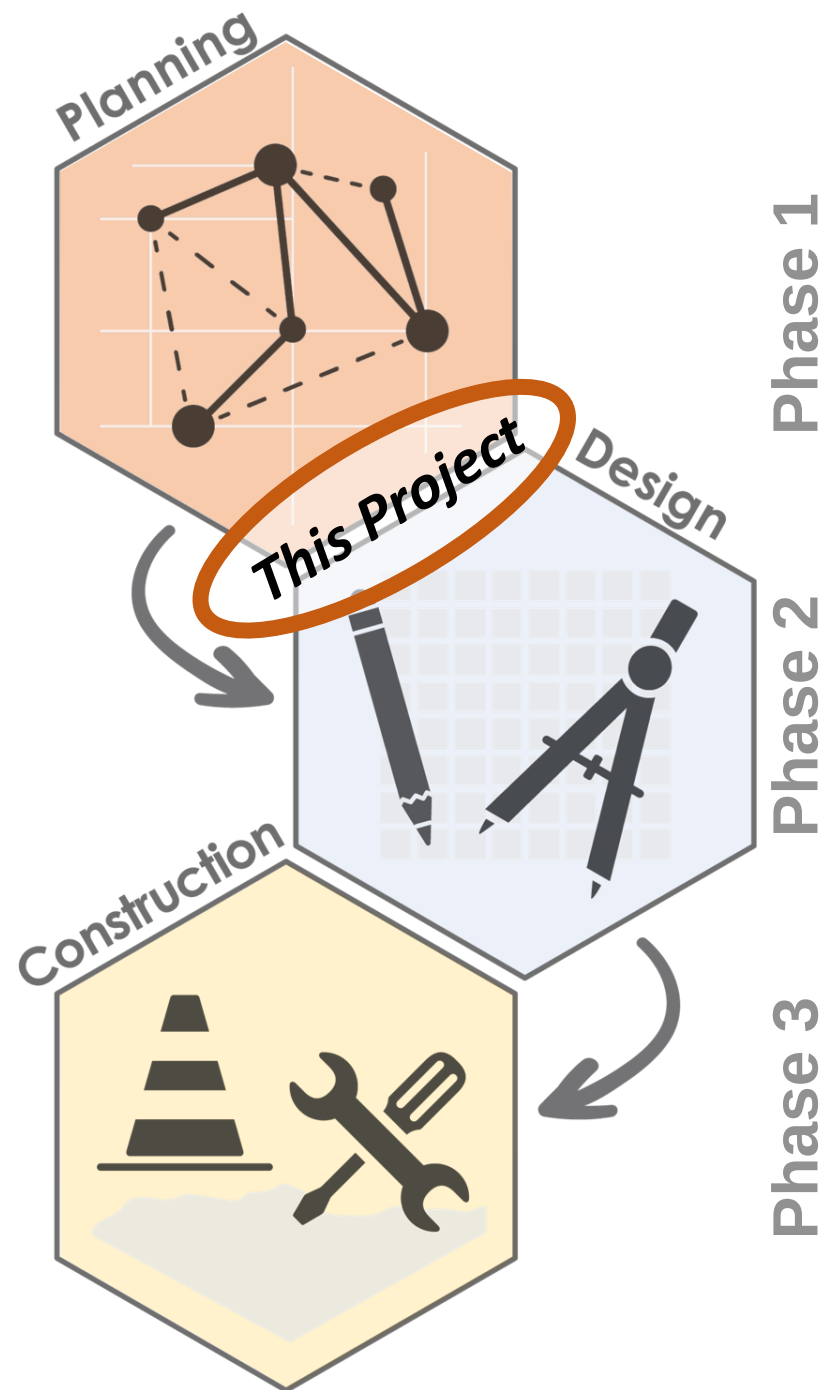
Coastal Dynamics
Design Lab – NCSU



Downtown
Development

Health
Department





Feasibility Study is...

- A **planning study** → leading into engineering design (phase 2)
- Necessary to identify **potential constructability issues**, and then avoid / minimize them
- Useful to develop a realistic **cost estimate**

Timeline

WE MADE IT!



Sept 2023

Mar 2024

Summer / Fall 2023

- ✓ Advisory Committee Mtg #1
- ✓ Community outreach
- ✓ Stakeholder collaboration
- ✓ Review of previous plan(s)

Winter / Spring 2024

- ✓ Advisory Committee Mtg #2
 - ✓ Walking Audit
- ✓ Initial Alternatives
 - ✓ Evaluation Matrix
 - ✓ Cost & Phasing

Spring / Summer 2024

- ✓ Advisory Committee Mtg #3
- ✓ Draft & Final Report
- ✓ Digital Appendix
 - Endorsement / Presentation

Outreach Strategy



Virtual

☒

Website 150+ visitors

☒

Online Survey
11 respondents

☒

Interactive Map
36 points added

In-Person

☒☒

Focus Group “Listening” Sessions
12 attendees

☒

Community Event #1
25 interactions

☒

Community Event #2
15 interactions

Lumberton Loop Feasibility Study

City of Lumberton North Carolina

Plan Chapters

Follows NCDOT Content Standards

- Exec Summary + 5 chapters
- Consistent across all of North Carolina

Graphic-based & “fun” to read



Table of Contents

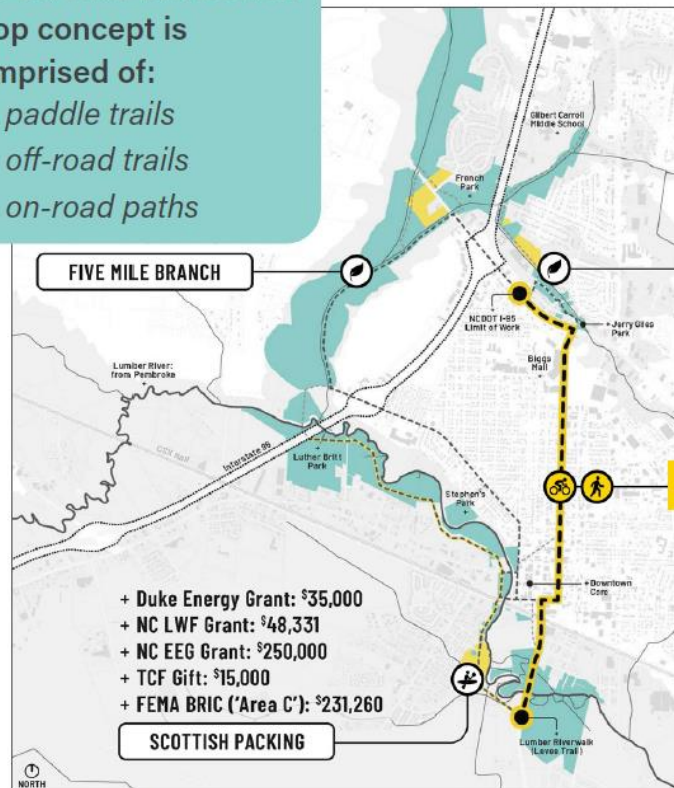
Executive Summary	iii
Introduction	1
Existing Conditions	7
Community Outreach	17
Alternatives & Recommendations	21
Implementation	37

01 Introduction

The Lumberton Loop is a planned citywide trail network that will connect Lumberton's residents to riverine ecosystems, restored streams, constructed wetlands, and recreational facilities. Lumberton has large sections of natural land for flood protection, and the Lumberton Loop will help residents access and utilize these natural areas. The proposed trail is completely within Lumberton, and more than 1/3 of Lumberton's residents are within a five-minute walk of the Lumberton Loop.

≡ The ENTIRE Lumberton Loop concept is comprised of:

- paddle trails
- off-road trails
- on-road paths



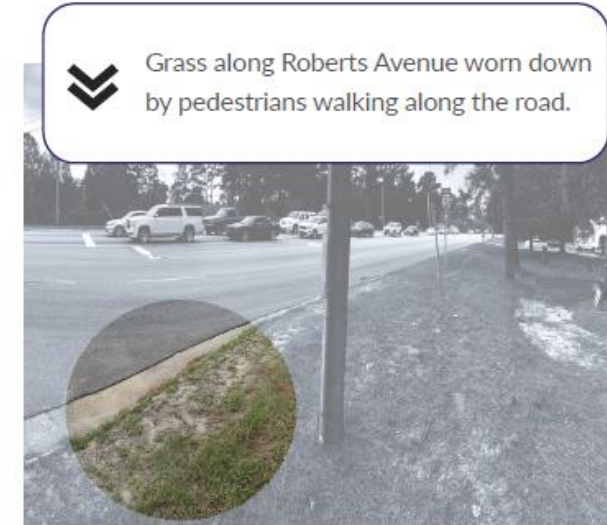
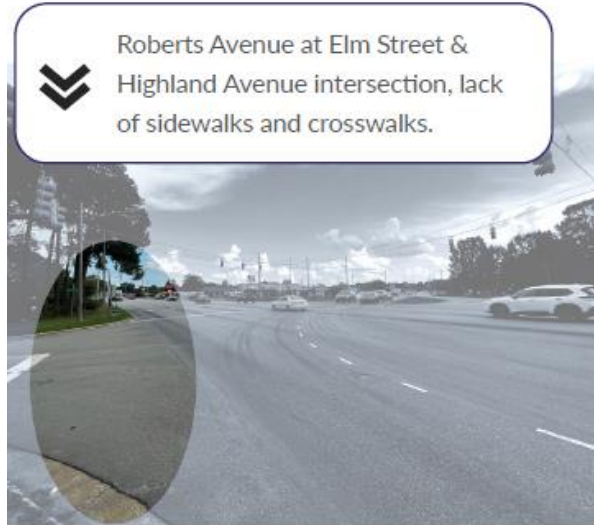
« THIS planning-level Feasibility Study analyzes an important segment of this proposed trail — 2.7 miles of the entire 8.5 miles. This feasibility study follows existing roadways and requires safety interventions for pedestrians and bicyclists at intersections, where potential conflict points are most prevalent.

Overview / Background Purpose and Need Plan & Policy Review

02 Exiting Conditions

Site Considerations

- Environmental Context (hydrology)
- Built Context (land use)
- Transportation Context
 - Vehicular
 - **Pedestrian** →
 - Bicycle
 - Crashes & Safety



03 Community Engagement

Prior Engagement Efforts

- Floodprint (2019-20) phases I & II

Stakeholder Discussions

Online Engagement

- Project Website
- Online Survey / Interactive Map

In-Person Engagement

- September 2023 – Lumberton Downtown Plan
- ← March 2023 – *Rumba on the Lumber*



04 Alternatives & Recommendations

Potential Alternatives
Evaluation →
Recommended Alignment
Segment Phasing (1-5)
Segment Recommendations

DECISION MATRIX RESULTS

The decision matrix is a qualitative assessment tool used by the project team to relatively rank each of the potential alignments based on the evaluation criteria established above. This is a qualitative (subjective) process that seeks the more-desirable, or least potential impact per category.

Evaluation Criteria	Alternative Alignments Considered				
	Elm St	Walnut St	Fayetteville Rd	Elizabethtown Rd	Elm / Chestnut St
Accommodate walking & biking					
Improve safety					
Minimize potential ROW impact					
Minimize new impervious surfaces					
Coordinate with NCDOT projects					
Align with Giles Park					

Note: this is a qualitative assessment, all values are relative to one another, rather than absolute rankings (1st - 5th)

	High: most desirable; least potential impact to property
	Moderate-High: desirable; low potential impact to property
	Moderate: desirable; some potential impact to property
	Low: Least desirable; most potential impact to property
	Not applicable: does not apply

Figure 4.2: Decision matrix results.



04 Alternatives & Recommendations

Potential Alternatives

Evaluation

Recommended Alignment

Segment Phasing (1-5) →

- Near-term: segments 1-3
- Longer-term: segments 4-5

Segment Recommendations

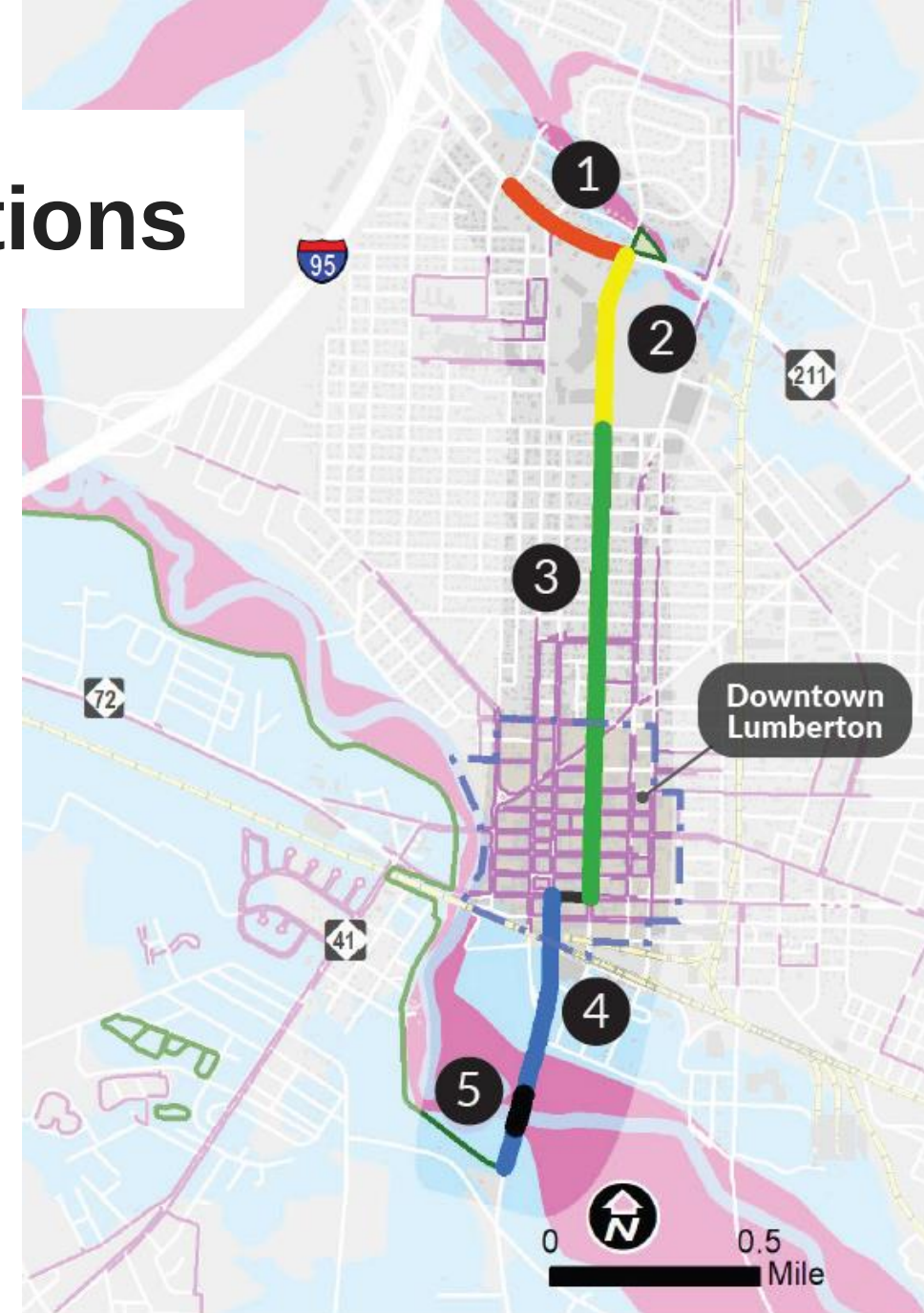


Figure 4.4: Recommended phasing by segment.

04 Alternatives & Recommendations

Potential Alternatives Evaluation

Recommended Alignment

Segment Phasing (1-5)

Segment Recommendations

- 1-page project sheet for each of the five segments (x5)

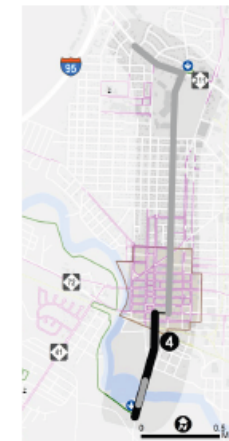
Segment 4 – S Chestnut Street (south of Second Street (NC72))

Description: A two-way separated bike and walk lane is proposed along the east side of S. Chestnut Street, between Hines Street and Second Street (0.2 miles). Repurposing excess pavement means no new impervious surfaces are created. Marked crosswalks and ADA curb ramps are recommended for non-signalized intersections.

A 12'-wide sidepath is recommended south of Hines Street, with new curb and gutter provided. The sidepath crosses the roadway once at Noir Steet, with a Rectangular Rapid Flashing Beacon (RRFB) recommended at this non-signalized intersection, and utilizing the existing median as a pedestrian refuge island.

Notable: NCDOT Division staff noted the low existing traffic volumes (<1,500 vehicles per day) along S. Elm and S. Chestnut Streets, which allows for the **lane reduction and addition of on-street parking** adjacent to the Robeson County Library (one-block). Crossing the railroad tracks is less challenging with the reduction from two lanes to one lane. A traffic shift for northbound vehicles is recommended to align vehicles away from walkers and bikers, and convert the S. Elm Street free-flow lane into a stop-controlled intersection.

Coordination with the NCDOT redesign project along Second Street (HO-0014) is necessary for the pedestrian crossing and markings. Further coordination with the City's Downtown Master Plan (ongoing) is encouraged to promote walking and biking through downtown.



DESIGN CONSIDERATIONS:

- 1,500+ feet of raised median (two feet wide) north of Hines Street
- 2,000+ feet of new curbing and asphalt sidepath (12 feet wide) south of Hines Street
- Marked crosswalks at four intersections
- Midblock crossing – Rectangular Rapid Flashing Beacon at Noir Street
- Requires NEPA permit process to impact wetlands and floodplain to build the sidepath along the west side slope
- Opportunity for gateway entrance from the south, slowing vehicle speeds, and reportion existing asphalt / impervious surfaces
- 0.66-mile segment length (centerline miles)



Recommended S. Chestnut Street conversion.

PLANNING LEVEL COST ESTIMATE:

- \$2.3M - \$2.75M



05 Implementation



ADOPT THIS PLAN



SHARE WITH LOCAL, REGIONAL, AND STATE PARTNERS



START WITH IDENTIFIED HIGH-PRIORITY PROJECTS & LOCATIONS



IDENTIFY APPROPRIATE GRANTS & LOCAL / REGIONAL PARTNERS

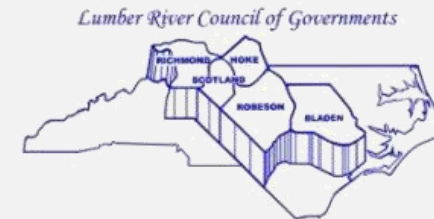


SECURE LOCAL MATCH COMMITMENTS (10% - 20%)

Implementation Overview

Priorities

Partners



Division 6



Implementation Partners

Implementing and maintaining a trail, even one that exists entirely within the public right-of-way, requires coordination with many partnerships. The following is a summary of the primary and supporting partners who are likely to prove vital to the project’s design and construction.

PARTNER	ROLE(S)	PLANNING / DESIGN	CONSTRUCTION	MAINTENANCE
City of Lumberton	Project Lead; often Task Lead; funding; labor; coordination, including internal among departments	✓	✓	✓
NCDOT (Central)	Assists with permits and environmental compliance; lead designer	✓	✓	
NCDOT (Division 6)	Assists with design; leads on construction and maintenance; coordination/liaison with local stakeholders	✓	✓	✓
Robeson County	Supports the City of Lumberton; land planning and county-wide connectivity to other trails; coordination with different internal departments in the county	✓		
Lumber River RPO	Updating the Comprehensive Transportation Plan (CTP); coordination with project prioritization	✓		
Private Partners (e.g., Businesses, residents, private developers)	Feedback on design and maintenance concerns, communicating on pending construction; volunteer labor for maintenance activities; volunteer labor for maintenance activities			✓
Non-Profit Organizations (UNC-Pembroke Office for Community & Civic Engagement, Lumbee Tribe of NC)	Funding from federal and foundation funds limited to 501(c)3, university, or tribal organizations; assistance with programming; volunteer labor for maintenance activities	✓		✓
Chamber of Commerce, History Museum, Main Street Advisory Board, Friends of Main St., Healthy Robeson	Local partnerships with advocacy organizations provide coordination support and feedback on design elements, construction-era mitigation strategies; integration with public events connected to the Lumberton Loop Project and route	✓		✓
NC Rails-Trails Conservancy	State-level advocacy organizations provide expert advice on promoting and developing the trail to its maximum potential; alignment with state-level trail objectives and strategies	✓		✓

Table 5.2: Key partners and roles.

05 Implementation

Implementation Overview
Priorities
Partners

- ← Roles

Happy to Field Any Questions...

THANK YOU



Lumberton City Council

Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Planning & Neighborhood
Services

Submission Date: 09/19/2024

Subject: Farouk Huraira is requesting a Special Use Permit for an electronic gaming center for property located at 2720 W. 5th Street P7.

Summary/Background of Subject Matter:

Farouk Huraira is requesting a Special Use Permit for an electronic gaming center for property located at 2720 W. 5th Street.

On September 17, 2024, Planning staff advised the board that this location does not meet the distance requirement from single-family homes and zoning districts off Olive Drive and Olsen Drive. In addition, it will be located approximately 600 feet from a single-family residence located on W. 5th Street. Furthermore, the Planning staff recommends that the Planning Board make a recommendation to the Council to deny this request based on the fact that the operation will not meet the distance requirement outlined in Section 35-166.5(10) (a) of the Code of the City of Lumberton.

On September 17, 2024, the Planning Board held a public meeting and unanimously recommends City Council Deny the Special Use Permit request based on the fact that the operation will not meet the distance requirement outlined in Section 35-166.5(10) (a) of the Code of the City of Lumberton.

Staff Recommendation:

The Planning Board asks City Council to hold tonight's public hearing and deny the Special Use Permit request.

Signature:

Department:

ATTACHMENTS:

1. Revised Application and Staff Report - FH

DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
CITY OF LUMBERTON, NORTH CAROLINA
APPLICATION FOR A SPECIAL USE PERMIT

TO: THE CITY COUNCIL OF THE CITY OF LUMBERTON

The undersigned hereby respectfully requests that the City Council of the City of Lumberton issue a Special Use Permit as hereinafter described:

1. **Applicant:**

Legal Name:

Physical Address:

Mailing Address:

Telephone:

Name of Business:

EMAIL:

Owner:

Legal Name:

Physical Address:

Mailing Address:

Telephone:

Business Address:

Description of Property:

2.

2720 W. 5th

(Address)

0117

(Deed Book)

0023

(Page)

N/A

(Map Book)

N/A

(Page)

299

(Frontage)

2.38

(Area)

3. Tax Map Identification (parcel number):

32180/014

4. Proposed Use of Property:

Sweep Stakes

5. Zoning District Designation of Property:

Commercial Business

6. Development Site Plan: See Appendix A of Land Use Ordinance.

7. Notice of Hearing: All property owners within 150' of the perimeter of the property subject of this petition must be notified by first class mail. Please attach list of all such property owners as reflected on the current tax Assessor's Roll with current mailing addresses, Taxing Township, Map Number, Block Number, and parcel Number.

8. Supportive Information: At the Hearing, you will be responsible for providing information to the City Council to enable it to determine whether the development, if completed as proposed, will comply with the requirements of the Land Use Ordinance. You should be ready to show the following relative to the proposed development:

- That it will not materially endanger the public health or safety; and
- That it will not substantially injure the value of adjoining or abutting property; and
- That it will be in harmony with the area in which it is to be located; and
- That it will be in general conformity with the Land Use Plan Thoroughfare Plan, or other plan officially adopted by the City.

9. Application Fee: Submit the fee payment with application. The application fee is nonrefundable.

File #

7.179

1 of 2

5/28/21

ADDRESS:

10. Briefly describe Applicants intended use of the property (Applicant must attach a detailed business plan, if applicable):

- Days/Hours Operation: Mon-Sat 8am-10pm Operation is open for access by all emergency personnel.
- Number of machines: 40
- Licensed Machines: Yes
- No Food cooked / served
- No alcohol allowed
- Permitted Age: 18+
- Full time security on site w/ weapon (licensed) at all times.
- Parking lot lights: Yes
- Sufficient Parking: yes, 40 parking spaces
- Operation meets the necessary requirements for distance away from prohibited areas.

11. Notarized Signatures:

I certify that all of the information presented by the undersigned in this Application is accurate to the best of my knowledge, information and belief.

Applicant: FAROUK HURAIRA 2720 + 2722 W. S. ST
Name Physical Address

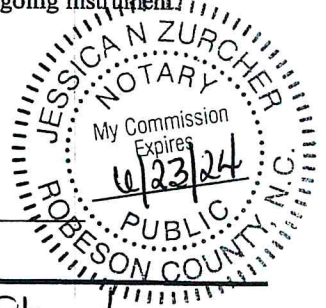
Applicant: [Signature]
Signature

STATE OF North Carolina COUNTY OF Robeson

I, Jessica N Zurcher, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 9th day of April, 2024

Jessica N. Zurcher My Commission Expires: 6/23/24
Notary Public Signature



Owner: Dobbs Carolina 2510 West 5th Street
Name Physical Address

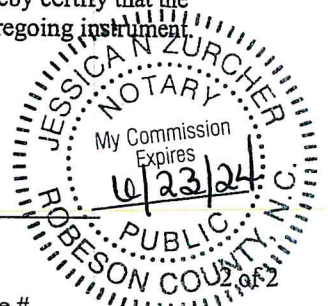
Owner: [Signature]
Signature

STATE OF North Carolina COUNTY OF Robeson

I, Jessica N. Zurcher, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 9th day of April, 2024

Jessica N. Zurcher My Commission Expires: 6/23/24
Notary Public Signature



File #

5/28/21

City of



Lumberton

Planning & Neighborhood Services

Authorization to appear before City Council/Planning Board/Board of Adjustment on the behalf of the property owner(s).

Application File No.: _____

Property address: 2720 West 5th St. Parcel #: _____

I, Dobbs Orendine (property owner), give Dr./Mr./Ms. FAROUK HURAIRA the authority to appear before City Council/Planning Board/Board of Adjustment on my behalf.

Authorized Person (print/type full name): FAROUK HURAIRA

Signature: _____ (Authorized Person)

Authorized Actions: Appear before City Council/Planning Board/Board of Adjustment on property owner's behalf; Answer questions of the board(s) on property owner's behalf; Appear as the applicant.

1. The North Carolina State Bar has opined on more than one occasion, that non-lawyers representing someone else at a quasi-judicial hearing (such as variances and special use permits) constitutes the unauthorized practice of law (The City Attorney can provide copies of these opinions). Simply providing factual or expert testimony as a witness does not violate this rule.
2. If the applicant is not present and the representative does not have sufficient knowledge regarding the application to satisfy the Planning Board or Board of Adjustment, this may cause the request to the tabled or denied.

I, the undersigned, (owner of the above described property), do hereby acknowledge: (1) that I give authority to the authorized person listed above to appear before City Council/Planning Board/Board of Adjustment on my behalf, (2) that this authorization will not waive my rights as the property owner.

STATE OF North Carolina COUNTY OF Robeson

I, Jessica N. Zurcher, a Notary Public in and for said County and

State, do hereby certify that Dobbs Orendine personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 9th day of April, 2024

My Commission Expires: 6/23/24

Jessica N. Zurcher
Notary Public



REQUIRED APPLICATION / APPEAL AND SPECIAL USE PERMIT APPENDIX

FOR ELECTRONIC GAMING OPERATIONS

Under the Lumberton City code, Electronic Gaming Operations are allowed only Zones B-4, B-5 and B-7, and even then, only by a Special Use Permit. Further requirements and limitations are set forth in Code Section 35-166.5. Subsection (j) thereof makes an Electronic Gaming Operation impermissible within 1000 feet of certain other uses. If a proposed Electronic Gaming Operation fails to meet these or any other threshold requirements, staff will not accept an application for the required special use permit. A letter setting forth the basis for the refusal to accept the application will be provided upon request.

The following Certification is also required to be signed and notarized before any Electronic Gaming Operation Special Use Permit application or appeal will be accepted and processed:

CERTIFICATION

I, FAROUK. HURAIRA, the undersigned applicant for an Electronic Gaming Operation Special Use Permit, or Appellant of an Electronic Gaming Operation-related issue, having been duly sworn, do hereby acknowledge that any false statement herein could be construed as perjury, and further certify that:

1. In addition to the above, the Electronic Gaming Operation for which I am applying, or to which the appeal pertains, is not in any way in contravention or violation of any aspect of Article 37 of Chapter 14 of the North Carolina General Statutes. FW (initial)

2. I understand that, while the City seeks the assurance set out in Paragraph 1, no action or inaction by the City with regard to an Electronic Gaming Operation Special Use Permit or appeal, shall be construed in any way as a conclusion

by the City that the facility is in compliance with Article 37 of Chapter 14 of the North Carolina General Statutes. I understand that it is not part of the City Special Use process to evaluate the facility for compliance with Chapter 14 (entitled "Criminal Law"), Article 37, of the NC General Statutes, which is, again, clearly a criminal matter. The enforcement of Article 37 of Chapter 14 of the NC General Statutes falls under the purview of Law Enforcement. FH (initial)

3. I further understand that despite any type of City acceptance of the application or appeal, processing of the same, or approval as for the special use process or appeal, city, county, and/or state law enforcement may investigate the subject facility and determine whether it is in violation of Article 37 of Chapter 14 of the North Carolina Statutes and may take any and all appropriate legal actions, including but not limited to confiscation of property and criminal prosecution, and I understand that in this regard I am proceeding completely at my own risk. FH (initial)

4. I acknowledge that I have been given the opportunity to consult with legal counsel prior to executing this Certification. FH (initial)

Notarized signatures:

APPLICANT: FAROUK. HURAIRA (print)
2720 West 5th Street / 2722 West 5th Street
Physical Address

Applicant signature: 

State of North Carolina

County of Robeson

I, Jessica N. Zurcher, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared

before me this day, and was duly sworn, and duly acknowledged the due execution of the foregoing instrument.

2024. WITNESS my hand and Notarial Seal this 25th day of June

Jessica N. Zurcher
Notary Public Signature



My Commission Expires: 6/23/29

PROPERTY OWNER: Johns Adams (print)

2720-2722 West 5th Street
Physical Address

Property owner signature: [Signature]

State of North Carolina

County of Robeson

I, Jessica N Zurcher, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day, and was duly sworn, and duly acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 25th day of June

2024.
Jessica N. Zurcher
Notary Public Signature



My Commission Expires: 6/23/29

AFFIDAVIT

The undersigned, being duly sworn, says as follow:

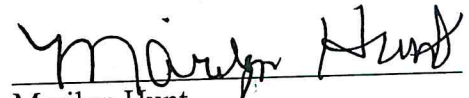
I, _____, residing at 2915 Olive Dr., Lumberton, NC do not object to a conditional use permit being granted to Farouk Muraira for the property located at 2720 W. 5th St., Lumberton, for the use of electronic gaming.

_____

AFFIDAVIT

The undersigned, being duly sworn, says as follows:

I, Marilyn Hunt, residing at 2904 Olive Dr, Lumberton, NC do not object to a conditional use permit being granted to Farouk Muraira for the property located at 2720 W. 5th St., Lumberton, for the use of electronic gaming.


Marilyn Hunt

AFFIDAVIT

The undersigned, being duly sworn, says as follows:

I, Timothy Graham, residing at 2903 W. Olive Dr, Lumberton, NC do not object to a conditional use permit being granted to Farouk Muraira for the property located at 2720 W. 5th St., Lumberton, for the use of electronic gaming.

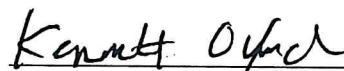


Timothy Graham

AFFIDAVIT

The undersigned, being duly sworn, says as follows:

I, Kenneth Oxendine, residing at 2905 Olive Dr, Lumberton, NC do not object to a conditional use permit being granted to Farouk Muraira for the property located at 2720 W. 5th St., Lumberton, for the use of electronic gaming.


Kenneth Oxendine

AFFIDAVIT

The undersigned, being duly sworn, says as follow:

I, Wendell Locklear, residing at 2913 Olive Dr., Lumberton, NC do not object to a conditional use permit being granted to Farouk Muraira for the property located at 2720 W. 5th St., Lumberton, for the use of electronic gaming.


Wendell Locklear

AFFIDAVIT

The undersigned, being duly sworn, says as follow:

I, Leo Haywood, residing at 2911 Olive Dr., Lumberton, NC do not object to a conditional use permit being granted to Farouk Muraira for the property located at 2720 W. 5th St., Lumberton, for the use of electronic gaming.

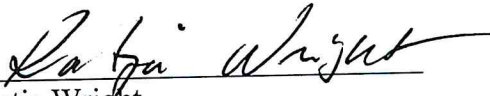


Leo Haywood

AFFIDAVIT

The undersigned, being duly sworn, says as follow:

I, Katja Wright, residing at 2909 Olive Dr., Lumberton, NC do not object to a conditional use permit being granted to Farouk Muraira for the property located at 2720 W. 5th St., Lumberton, for the use of electronic gaming.


Katja Wright

AFFIDAVIT

The undersigned, being duly sworn, says as follow:

I, Lloyd Locklear, residing at 2906 Olive Dr., Lumberton, NC do not object to a conditional use permit being granted to Farouk Muraira for the property located at 2720 W. 5th St., Lumberton, for the use of electronic gaming.

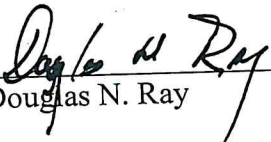
A handwritten signature in black ink, appearing to be 'LL', written over a horizontal line.

Lloyd Locklear

AFFIDAVIT

The undersigned, being duly sworn, says as follows:

I, Douglas N. Ray, residing at 2903 Olive Dr, Lumberton, NC do not object to a conditional use permit being granted to Farouk Muraira for the property located at 2720 W. 5th St., Lumberton, for the use of electronic gaming.



Douglas N. Ray

City of *Lumberton*

Planning & Neighborhood Services

Request for Special Use Permit 7.179 Farouk Huraira

PETITIONER(S):	OWNER(S):
The Mega #1 Farouk Huraira 2720 W. 5 th Street Lumberton, NC 28358	Dobbs Enterprise Dobbs Oxendine 2510 W. 5 th Street Lumberton, NC 28358

Special Use Permit Request: Farouk Huraira is requesting a Special Use Permit for an electronic gaming center for property located at 2720 W. 5th Street P7.

LOCATION: 2720 W. 5th Street **PARCEL #**3218-01-014



Planning & Neighborhood Services

PROJECT OVERVIEW

PLANNING & ZONING

<i>Parcel #(s)</i>	<i>Zoning</i>	<i>Width</i>	<i>Area</i>		<i>Limits of Construction</i>
3218-01-014	B-4	~177'	2.38 Acres	Floor area = 6,663 sq.ft. (Rob. Co. Tax)	Floor area = 6,663 sq.ft. (Rob. Co. Tax)

MINIMUM (MAX) SETBACK AND LOT SIZE REQUIREMENTS

<i>Zoning District</i>	<i>Min. Square Footage</i>	<i>Min. Road Frontage</i>	<i>Min. Front Setback (right of way)</i>	<i>Min. Side Setback (no right of way)</i>	<i>Min. Rear Setback (no right of way)</i>	<i>Max. Height</i>
B-4, Business General Commercial	No minimum	100'	40'	20'	20'	35'

ADJACENT PROPERTY SITE DATA

	<i>Zoning</i>	<i>Zoning Description</i>	<i>Land Use</i>
Subject Property	B-4	Business General Commercial	Proposed Electronic Gaming Center
North	I-95	N/A	Interstate Highway & Service Road
South	B-4	Business General Commercial	W. 5 TH Street Lumbee Bank Advance Auto
East	B-4	Business General Commercial	Dunn Rd. Ext. Vacant Gas Station
West	B-4	Business General Commercial	Car Wash Morgans Tire and Break Shop

City of *Lumberton*

Planning & Neighborhood Services

ADJACENT PROPERTY MAP



ELECTRONIC GAMING CENTER ORDINANCE

P.O. Box 1388 ♦ 500 N. Cedar Street ♦ Lumberton, NC 28359 ♦ Phone : 910-671-3838 ♦ Fax : 910-671-3975

Sec. 35-166.5 Electronic Gaming Operations

- (1) Any business desiring to operate as an Electronic Gaming Operation must obtain a special use permit. Special use permit for Electronic Gaming Operations can only be applied for in zoning districts B-4, B-5, and B-7.
- (2) The following will require a special use permit under this section:
 - a. The opening or commencement of an electronic gaming operation as a new business;
 - b. The conversion of an existing business, whether or not an electronic gaming operations, to any of the electronic gaming operations defined herein;
 - c. The addition of any of the features of one or more of the electronic gaming operation defined herein to an existing business;
 - d. The addition of any of the electronic gaming operations defined herein to any other existing electronic gaming operation; or
 - e. The relocation of any electronic gaming operation.
- (3) Days/Hours of operation: An Electronic Gaming Operation may operate from 8:00am until 10:00pm Monday thru Saturday, closed on Sundays. If the electronic gaming operation is an accessory use, the primary use may continue to operate during its normal business hours.
- (4) Number of machines/terminals/computer for any Electronic Gaming Operation: 1 unit per 50 sq.ft. of gross floor area designated for the Electronic Gaming Operation. The maximum number of machines/terminals/computer for any Electronic Gaming Operation is 40. Floor area = 6,663 (Rob. Co. Tax)
If approve maximum number of 40
- (5) The machines/terminals/computers used by an Electronic Gaming Operation must not be prohibited by state or federal law and must have all applicable permits and licenses.
- (6) If food or beverages are served by an Electronic Gaming Operation, the establishment must meet the requirements of the Robeson County Department of Health, and all state law requirements.
- (7) The consumption of alcoholic beverages on premises is prohibited unless the owner or operator has secured appropriate state alcoholic beverage permit(s).
- (8) Lighting shall be kept on the parking surfaces associated with an Electronic Gaming Operation during the hours of operation which are within sunset to sunrise.

Does not meet the ordinance

(9) An Electronic Gaming Operation must meet a parking requirement of one (1) space for every two hundred (200) square feet of gross floor area plus three (3) additional parking spaces.

(10) An Electronic Gaming Operation shall not be located within one thousand (1,000) linear feet of any:

(a) other Electronic Gaming Operation,

(b) residential zoning district, nearest residential zoning district ~297 feet

(c) single-family residence, nearest single-family residence ~605 feet

(d) church or place of worship,

(e) public or private daycare center,

(f) public or private school,

(g) government building,

(h) public park, playground, or library,

(i) adult establishment,

(j) group care, facilities for the care of the aged or infirm, or congregate care facilities, or

(k) cemetery.

- The required separation from the above listed places applies whether a use indicated in (a) to (j) is the principal use or an accessory use of the property.
- Distances shall be measured from the closest point of a lot line of each of the two properties in question.

(9) All Electronic Gaming Machines shall be open for direct, unobstructed access by police officers, fire department personnel, and emergency response personnel, and shall be visible from the main entrance of the involved Electronic Gaming Operation.

(10) No Electronic Gaming Operation shall permit, allow, or condone the use of an Electronic Gaming Machine by any person under the age of 18.

(11) A \$200.00 Civil Penalty per day per violation and/or a criminal misdemeanor, punishable as provided in G.S. 14-4, with a maximum fine of up to five hundred dollars (\$500.00) per day per violation may be issued for a violation of any part of this Ordinance. The penalty or fine may be imposed upon the owner, the operator, or both.

(12) This section shall not apply to any lottery endorsed, approved, or sponsored by the State of North Carolina nor to arcade games of skill which don't involve the use of electronic machines.

(Ord. No. 2017.12.03, 12-6-2017)

City of *Lumberton*

Planning & Neighborhood Services

EXISTING LOT INFORMATION: Current use of property – Non-permitted Gaming Center.

ZONING – B-4



DISTANCE FROM RESIDENTIAL ZONING DISTRICT AND SINGLE-FAMILY RESIDENCE - MAP

2720 W. St. Distance Map - Final



Legend

- Site Address
- Road
- Parcel
- City Limit

Zoning

- CntyC1
- CntyH1
- CntyI2
- CntyR2
- CntyRA
- Lmbr CZ B3
- Lmbr CZ B4
- Lmbr CZ B6
- Lmbr CZ R6
- Lmbr SUP A
- Lmbr SUP B2
- Lmbr SUP B3
- Lmbr SUP B4
- Lmbr SUP B6
- LmbrA
- LmbrB1
- LmbrB2
- LmbrB3
- LmbrB4
- LmbrB5
- LmbrB6
- LmbrB7
- LmbrM1
- LmbrM2
- LmbrM3
- LmbrR11
- LmbrR15
- LmbrR20

1 in. = 221ft.

Notes
8-20-2024

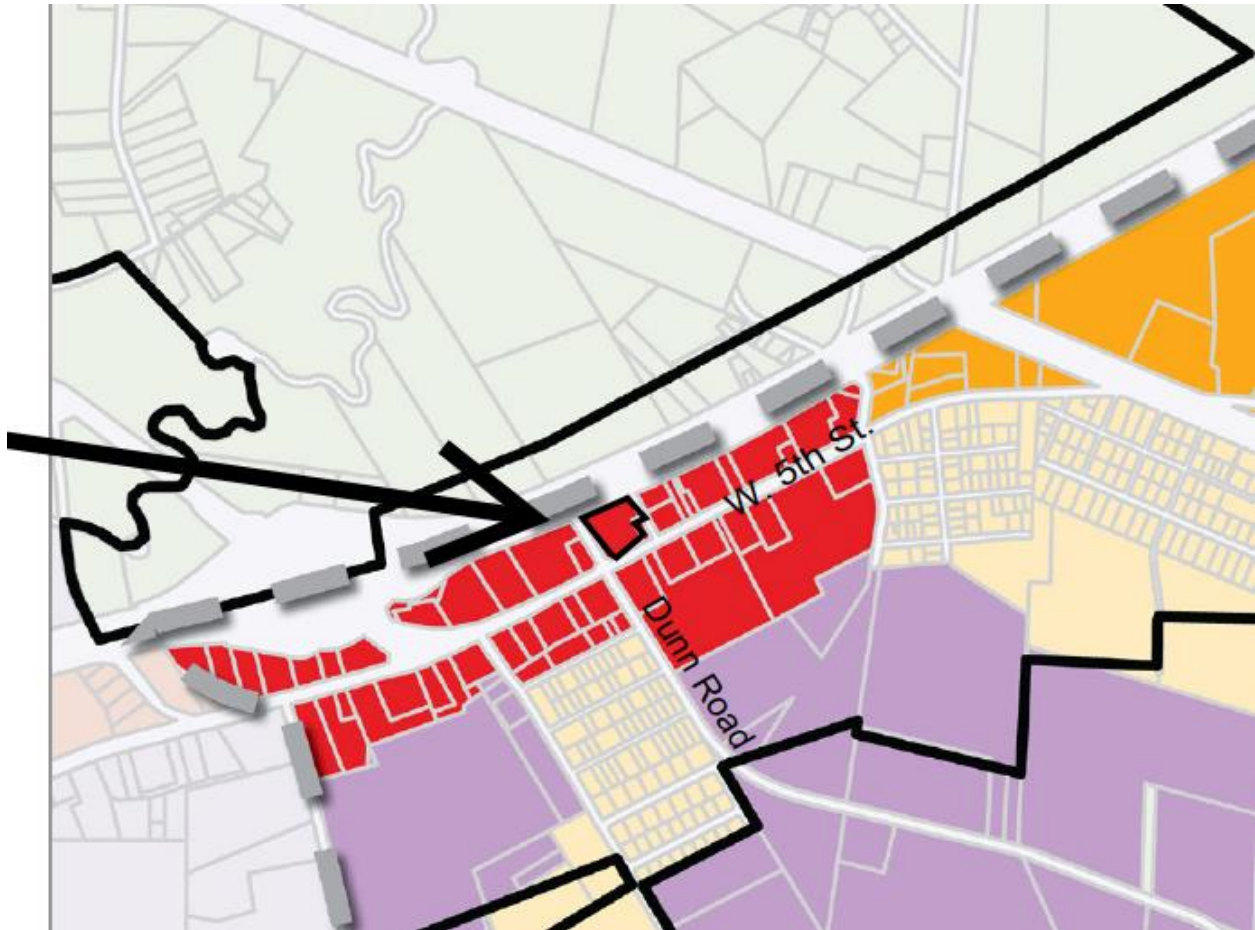
442.9 0 221.45 442.9 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of *Lumberton*

Planning & Neighborhood Services

Land Use Plan: Future use of the parcel is high intensity and is located in precinct 7.



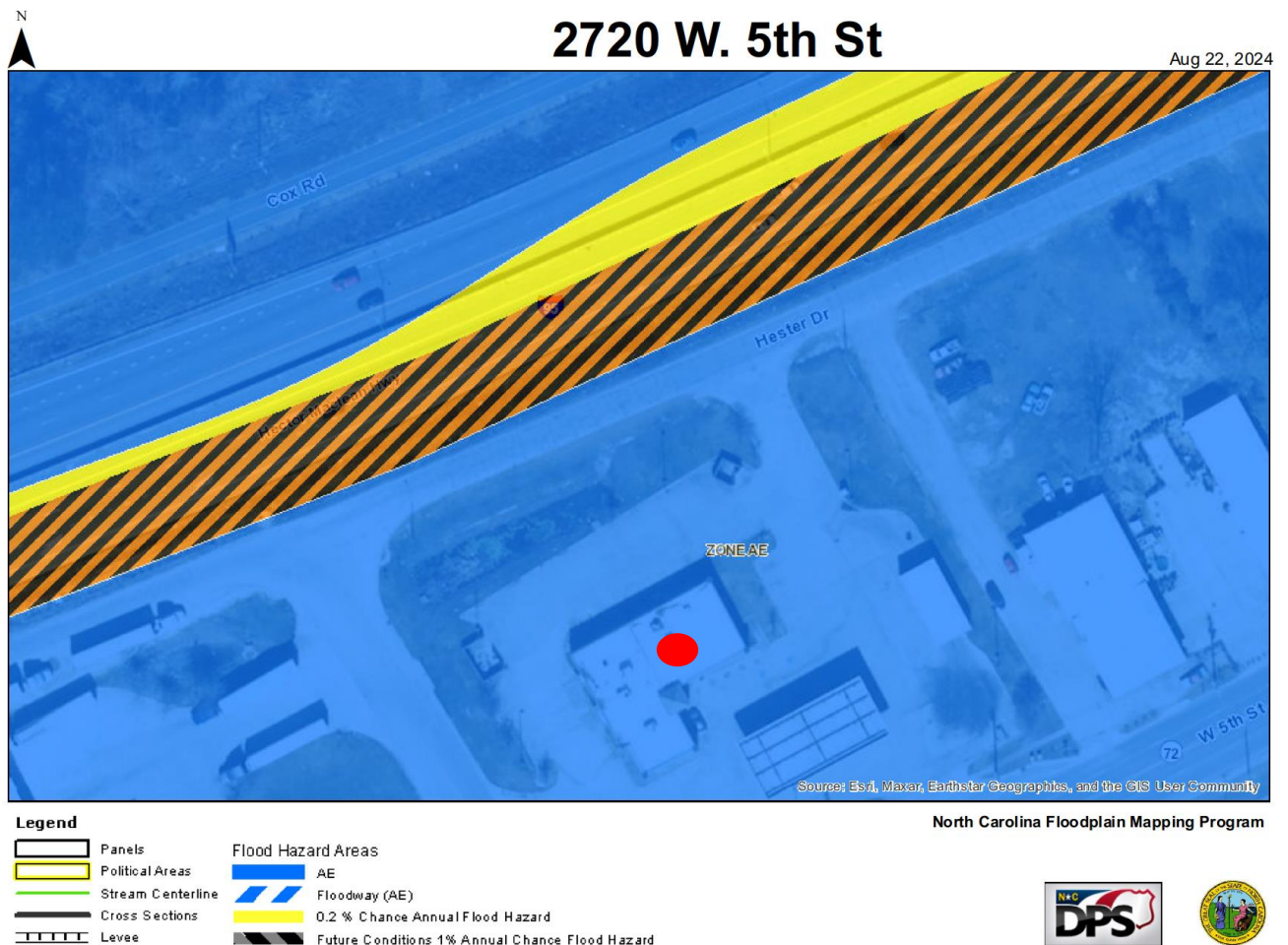
HIGH INTENSITY

The High Intensity land use category is intended to accommodate regional scale commercial and employment centers, as well as auto-oriented retail uses and services for transient customers at strategic locations along primary highway corridors and other prominent locations in the city. Where appropriate, this land use category can also accommodate more intensive residential development, typically in a mixed-use setting. In areas not located directly along primary transportation corridors, small scale assembly, fabrication, logistics, warehousing and similar uses that do not create off-site environmental impacts are appropriate within areas designated as high intensity.

FLOOD RISK INFORMATION SYSTEM (FRIS) INFORMATION

Flood Zone AE: Zones AE and A1-A30 are the flood insurance rate zones used for the 1-percent-annual-chance floodplains that are determined for the FIS by detailed methods of analysis. In most instances, BFEs derived from the detailed hydraulic analyses are shown at selected intervals in this zone. Mandatory flood insurance purchase requirements apply.

Map Number: 3710938100K **Panel Effective Date:** 12/6/2019



City of *Lumberton*
Planning & Neighborhood Services

DEVELOPMENT UPON APPROVAL

If the Special Use Permit is granted the applicant must submit site development plans to the City of Lumberton, and other applicable Federal and State Departments, for review and approval prior to development. All conditions of the Special Use Permit must be met prior to issuance of a Certificate of Occupancy.

PLANNING DEPARTMENT RECOMMENDATION TO CITY COUNCIL

On September 17, 2024, Planning staff advised the board that this location does not meet the distance requirement from single-family homes and zoning districts off Olive Drive and Olsen Drive. In addition, it will be located approximately 600 feet from a single-family residence located on W. 5th Street.

Furthermore, the Planning staff recommends that the Planning Board make a recommendation to the Council to deny this request based on the fact that the operation will not meet the distance requirement outlined in Section 35-166.5(10) (a) of the Code of the City of Lumberton.

On September 17, 2024, the Planning Board held a public meeting and unanimously recommends City Council deny the Special Use Permit request based on the fact that the operation will not meet the distance requirement outlined in Section 35-166.5(10) (a) of the Code of the City of Lumberton. The Planning Board asks City Council to hold tonight's public hearing and deny the Special Use Permit request.

II. B-4 Zoning District Requires a Special Use Permit

2.112 ABC stores

3.140 Government Office Buildings

3.230 Banks with drive-in windows

5.110 Elementary and secondary (including associated grounds and athletic and other facilities)

5.130 Colleges, universities, community colleges (including associated facilities such as dormitories, office buildings, athletic fields, etc.)

6.130 Coliseums, stadiums and all other facilities listed in the 6.100 classification designed to seat or accommodate simultaneously more than 1,000 people

6.150 Billiard parlors/Pool Halls & Game Centers

6.160 Electronic Gaming Operations

6.210 Privately owned outdoor recreational facilities such as golf and country clubs, swimming or tennis clubs, etc., not constructed pursuant to a permit authorizing the construction of some residential development

6.220 Publicly owned and operated outdoor recreational facilities such as athletic fields, golf courses, tennis courts, swimming pools, parks, etc., not constructed pursuant to a permit authorizing the construction of another use such as a school

6.260 Drive-in movie theatres

6.270 Recreational vehicle parks and/or campgrounds

7.500 Organized Shelters Facilities: 7.510 Type A; 7.520 Type B; & 7.530 Type C

8.150 Restaurant without carry-out/delivery/drive-in; without outdoor dining; with hours of operation which include the hours of eleven-o'clock pm thru six-o'clock am

8.250 Restaurant without carry-out/delivery/drive-in; with outdoor dining; with hours of operation which include the hours of eleven-o'clock pm thru six-o'clock am

8.350 Restaurant with carry-out/delivery/outdoor dining; without drive-in service; with hours of operation which include the hours of eleven-o'clock pm thru six-o'clock am

8.450 Restaurant with carry-out/delivery/outdoor dining; with drive-in service; with hours of operation which include the hours of eleven-o'clock pm thru six-o'clock am

8.500 Bars, nightclubs

10.220 Storage inside or outside completely enclosed structures

13.100 Police stations

13.200 Fire stations

13.300 Rescue squad, ambulance service

13.400 Civil defense operation

13.510 & 13.520 Training Facilities Activity conducted within or outside fully enclosed building

14.400 Reclamation landfill

15.100 Post office

17.100 Neighborhood Utility Facilities

21.100 Cemetery

21.200 Crematorium

28.100 Major Subdivisions

28.300 Public utility facilities without direct or indirect access



CITY OF LUMBERTON

CITY COUNCIL

MINUTES • OCTOBER 7, 2024

Regular Meeting

Council Chambers

6:00 PM

500 N Cedar St, Third Floor, Lumberton, NC
28358

I. Call to Order

A. Invocation –

Councilman Chavis

B. Pledge of Allegiance –

Led by Councilman Carroll

II. Special Recognition - Miss America's United States - Proclamation

City Council, led by Councilman Cantey, presented Miss America's United States 2024 Nicole Hall with a proclamation, flowers and pinned with the City's Pride in Lumberton lapel pin. Councilman Cantey read the proclamation endorsed by City Council recognizing all her accomplishments, hardwork and dedication to learning all that she knows about nature (agriculture and farming).

III. Public Comment Period

Amy Barker/Steve Branch - Spoke in reference to code enforcement being enforced on the dilated buildings downtown.

Tommy Vickers - Spoke in reference to their purchase of the Old Fire Station. We would like Mayor Davis to say a few words at the opening ceremony of Hogtoberfest on Saturday, October 26th at 2 pm. The fire department will also be raising the flag on the old fire station as well. This is a fundraising event for the restoration of the old fire station sponsored by 219 ELM.

Kathy Carmical - Spoke in reference to parking at Jerry Giles Park by Hwy 55 employees.

Lee Pam Odom - Spoke in reference to the Electronic Gaming item on the agenda. She is against this item because she believes that it is illegal and will bring more crime into the area..

IV. Public Hearings

A. Plannning Board Minutes

B. CDBG-NR 2024 Application Public Hearing

The City has been notified by the NC Department of Commerce Rural Development Division of the availability of up to \$950,000 in CDBG funds for the 2024 Neighborhood Revitalization Program. The Neighborhood Revitalization category is designed to provide grants to local governments for housing, housing-related activities, and public facilities that support activities for low and moderate income persons. This public hearing is the second of two required public hearings which is conducted during the planning stage of the CDBG application for Neighborhood Revitalization funds. This public hearing serves to gather input from citizens on Lumberton's use of CDBG funds. The application for the program will be due to NC Dept. Of Commerce RDD on October 23, 2024.

Recommend holding tonight's public hearing as part of the application process. Adopt the Application Resolutions for Community Development Block Grant funding for the 2024 CDBG-NR project. Also adopt the Citizens Participation Plan and Housing Selection Committee Bylaws.

No one appeared to speak and the hearing was closed.

Councilman Cantey asked Ms. Canady if she had a list of the houses. She stated yes, and they were:

715 E. 10th Street - P6
172 Coleman Street - P4
173 Coleman Street - P4
1812 Booker Street - P2
3 Alternates
35 Canal Street - P7
401 Holly Street - P6
319 Church Street- P5

C. Whitnee Roberts is requesting a Special Use Permit for a mental health, outpatient facility located at 4850 Fayetteville Road

City Attorney Moore opened the public hearing for the purpose of considering the issuance of a Special Use Permit. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that it was advertised in **The Robesonian**. No one appeared to speak, and the hearing was closed.

Whitnee Roberts is requesting a Special Use Permit for a mental health, outpatient facility located at 4850 Fayetteville Road, parcel # 10060100706AA deed book 628, pg. 295-309.

On September 17, 2024, the Planning Board held a public meeting and unanimously recommended City Council approve the Special Use Permit request.

Councilman Rising recused himself on the possibility of conflict of interest.

No one appeared to speak and the hearing was closed.

D. Rezoning Request for Patricio Ventura - 1003 MLK Jr. Dr.

City Attorney Moore opened the public hearing for the purpose of considering an amendment to the Land Use Ordinance by rezoning property located at 1003 MLK Jr. Dr. from R-7 (Residential Single Family/Duplex) and B-4 (Business General Commercial) to CA-M-1 (conditional zoning light manufacturing). City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that it was advertised in **The Robesonian**.

The Planning Board asked the City Council to hold tonight's public hearing and approve the Special Use Permit request.

Mr. Ventura, along with his interpreter, Mr. Eric Johnson, appeared before the Council to answer any questions. Councilman Cantey asked Dr. Kirchner, Planning Director; what were the reasons for the two negative votes? Dr. Kirchner stated that they did not state a reason. Councilman Cantey asked Mr. Ventura about the screening and would he agree to adding the following conditions to his Conditional Zoning request:

- To operate a paint and body shop with auto sales only;
- Wrecked vehicles must be stored in the rear of the building with an enclosed fence or solid wall (opaque screen), so as not to be visible from the public right-of-way(s) or adjoining properties. The screen shall be two (2) inches taller than the tallest pile of material and shall not be shorter than six (6) feet nor taller than twelve (12) feet in height.

Mr. Ventura was agreeable with the conditions.

Mr. Elijah Little appeared before the Council and stated that he had no problem with Mr. Ventura business. However, the City just tore down his business, but you will allow this guy to operate.

No one else appeared to speak, and the hearing was closed.

Councilman Douglas cast a negative vote.

E. Farouk Huraira is requesting a Special Use Permit for an electronic gaming center for property located at 2720 W. 5th Street P7.

Farouk Huraira is requesting a Special Use Permit for an electronic gaming center for property located at 2720 W. 5th Street.

On September 17, 2024, Planning staff advised the board that this location does not meet the distance requirement from single-family homes and zoning districts off Olive Drive and Olsen Drive. In addition, it will be located approximately 600 feet from a single-family residence located on W. 5th Street. Furthermore, the Planning staff

recommends that the Planning Board make a recommendation to the Council to deny this request based on the fact that the operation will not meet the distance requirement outlined in Section 35-166.5(10) (a) of the Code of the City of Lumberton.

On September 17, 2024, the Planning Board held a public meeting and unanimously recommended City Council Deny the Special Use Permit request based on the fact that the operation will not meet the distance requirement outlined in Section 35-166.5(10) (a) of the Code of the City of Lumberton.

This item was tabled.

V. Consent Agenda

A. Minutes Approval

1. September 9, 2024 Council Minutes

Council approved the minutes of September 9th, 2024, City Council meeting.

B. Ratify the designation of \$400.00 of CRF to Walnut Cove in Precinct 1

C. Ratify the Designation of \$2,000.00 of CRF for Highland Inverness Block Party as follows: P1 - \$1,000 and P3 - \$1,000

D. Carolina Civic Center Annex - Change Order #1

VI. Agenda Items

A. Approval of CentralSquare Solutions Agreement

The City of Lumberton Emergency Services is requesting to enter into an agreement with CentralSquare Solutions and Robeson County Emergency Services for CAD to CAD systems. The goal of Unify is to reduce response times for first responders, by automating shared calls between PSAPs and eliminating the need to manually transfer calls and call details. This also improves the efficiency of the data being shared all while allowing your dispatchers to remain on the CAD system they know, thus further improving the response times.

Chad Deese, Director of Robeson County Emergency Services, applied for and received a grant to implement CAD to CAD between the City and County. The upfront fee for the grant is \$74,120.00 with the City's portion to pay upfront is \$37,060.00, which will be reimbursed after completion.

The recommendation for City Council's consideration is that Council allow the City of Lumberton Emergency Services to enter into the agreement for the CAD to CAD system with Robeson County Emergency Services. The total amount of the grant upfront fee for the City is \$37,060.00, to be re

B. Award the Noir Street Sewer Outfall Cleaning and Inspection Bid

On Thursday, September 26th, Public Works received bids for the Noir Street Sanitary Sewer Outfall Cleaning and Inspection Project funded by a State Asset Management Assessment (AIA) Grant. Only one bid was received, from KRG Utility Inc. Since this was an informal bid, less than the \$500,000 state statute threshold, we opened the single bid from KRG which was \$150,220.

Public Works is requesting Council award the Noir Street Sanitary Sewer Cleaning and Inspection Project to KRG Utility Inc for \$150,220 to be paid for by the NC DEQ American Rescue Plan Grant.

C. Lead and Copper Inventory Phase 1 Engineering Agreement

In September, Council selected the Wooten Company as the engineer for the Lead and Copper Inventory Phase 1. The next step in the two part professional services procurement process is to approve the actual contract with the Wooten Company. This project is funded with a \$1,000,000 grant from the North Carolina Division of Water Infrastructure. The total engineering contract will be \$1,000,000. Our goal is to satisfy the first round of distribution information requested by the state and to field verify as many services as we can with the remainder of the funds. \$110,000 will be for administrative services and \$890,000 will be for paying the hourly field investigative rate to verify as many services as possible.

Public Works is requesting Council approval of the attached \$1,000,000 professional services contract with the Wooten Company for the Lead and Copper Inventory Project Phase 1, to be paid for by \$1,000,000 in funding awarded to the City by the North Carolina Division of Water Infrastructure.

D. Adopt a Resolution to Apply for Phase 2 Lead and Copper Inventory Grant

Public Works has started Phase 1 of our EPA required Water System Lead and Copper Inventory. We would like to apply for another \$1,000,000 of grant / loan assistance from the North Carolina SRF Division of Water Infrastructure to fund Phase 2.

Public Works is requesting Council to adopt the attached Resolution, authorizing the City to apply for \$1,000,000 of grant/loan assistance for the Phase 2 Lead and Copper Inventor with the State Revolving Fund. (Resolution No. 2024.10.01) nibs made part of these minutes by reference.

E. Water Plant Alum Sludge Basin Bid

The City of Lumberton staff solicited bids for a project to clean out the Alum sludge basin at the water treatment plant. Bids were received from the following contractors as follows: The first proposal is from McGill in the amount of \$762,000. The next lowest proposal is from Eagle Dynamic Solutions with a price of \$1,214,044. The last proposal we received is from Bio-Nomics Services. This company presented a time and material type approach with no clear project budget cap or final cost.

Public Works recommends council award the bid to McGill for the project to clean out the alum sludge basin in the amount of \$762,000.00.

Public Works Director Rob Armstrong stated that project is funded through the Water & Sewer Capital Reserve.

F. Faith Community Christian Center Special Use Permit (SUP) for a church cemetery - 1220 Alamac Road – ETJ

Faith Community Christian Center is requesting A Special Use Permit (SUP) for a church cemetery for property located at 1220 Alamac Road

The Planning Department recommends that the City Council review the request, refer the petition to the October 15, 2024 Planning Board meeting for their review, and authorize the Planning Director to set the date of the public hearing.

G. North Carolina Land and Water Fund Grant - Design-Build Firm Project Scope & Budget

On May 24th staff received submittals for a Request for Qualifications (RFQ) for engineering design-build services for a NC Land and Water Fund grant to re-establish the floodplain/wetlands near the Mayfair subdivision entrance on NC 211.

Specifically, this grant is for land acquisition, floodplain design and restoration.

Three submissions were received and subsequently rated based on the clarity of their responses and ability to complete the work. At the July 8, 2024 Council Meeting, City Council voted to award the design-build project to Wildlands Engineering and authorized staff to negotiate the final contract.

Attached you will find a draft project scope and budget for completing the required design work for the NC Land and Water Fund project. Staff's recommendation is that City Council approve the contract with Wildlands Engineering in the amount of \$381,280.00, as well as the draft scope of work. It should be noted that NC Land and Water recently approved an \$800k project funding increase to the original \$2.0 million award, resulting in a final project amount of \$2.8 million. Wildlands Engineering's scope of work will be funded by this grant award.

H. Approval of Lumberton Memorial Park Phase II - Bid

Crawford Design Company solicited bids for Phase II of the Lumberton Memorial Park on May 24, 2024. At the time of the bid opening, fewer than the three required bids were received. The project scope was adjusted and then re-advertised for

September 17th, at which time a second bid opening was held. Fortunately, three bids were received with the lowest response, the responsible bidder being Cinderella Partners, Inc. with a base bid of \$448, 798.13 (see attached certified bid tabulation).

Funding will be provided by a NCGA special appropriation of \$200,000, General Fund obligation of \$150,000, lapsed salaries of \$20,000 and General Fund contingency.

The recommendation for City Council is to award the bid for Lumberton Memorial Park – Phase II to Cinderella Partners, Inc. in the amount of \$448,798.13 and authorize staff to prepare and execute the appropriate contract for construction.

Councilman Cantey inquired about the County and Deputy City Manager Love stated that they partnered with the land and when it's time to select what will go into the park they will be part of that committee.

I. Approval of Maynor Resource Center Signage

The Maynor Resource Center in West Lumberton became operational in 2021 but has gone without building signage since that time. Patrons to the facility have raised concerns about being able to locate the building, even when given adequate directions.

Staff has been instructed to provide a sign layout and to solicit quotes for erection of a freestanding sign at this location. Prices were received from Sign City and Shackelford Sign Art (see attached), the two vendors servicing the Lumberton area.

The recommendation for City Council is to accept the proposal from Sign City to provide sign boards for a new, two-sided, freestanding sign to be located at the Maynor Resource Center on West 5th Street, in the amount of \$3,950.00. City staff will place the concrete footings and manage the masonry sign pedestal installation.

Councilman Cantey reminded staff that the signage for Robert L. Jones Resource Center had not been completed.

J. Adopt a Resolution in Support of Congressional Funding for the Disaster Relief Fund (DRF)

The Federal Emergency Management Agency (FEMA) has run out of disaster relief funding for the second year in a row. The agency, which is funded by Congress, uses the disaster relief fund to aid state and local governments in preparing and recovering from natural disasters including earthquakes, tornadoes, wildfires and hurricanes.

The DRF also provides financial assistance for the Individuals and Households Program which helps eligible disaster survivors with funding for temporary housing and other disaster-related expenses.

The City received a request from Brunswick County Commissioners seeking support (attached email) asking Boards to consider adopting the attached Resolution in support of having the Disaster Relief Fund fully (attached).

The recommendation is that the Council consider this request and render a decision.

K. Approval of New Position - Public Information Officer

Lumberton City Council approved in the 2024-2025 budget, a Public Information Officer (PIO) position. The PIO will serve as the primary media spokesperson for the City. The recommended pay grade and starting pay for this position, depending on qualifications, would be Pay Grade 18 / with a salary range of \$52,409.59 - \$60,779.06.

That City Council will approve the following:

1. Amendment to the Personnel Ordinance by adding the Public Information Officer position.
2. Approve the position of Pay Grade 18 with a Salary Range of \$52,409.59 - \$60,779.06 depending on qualifications.

L. Approve the designation of \$100.00 of Community Revitalization Funds to Southern Sapphires Dance Company in Precinct 1

Community Revitalization Funds were given as follows:

Each precinct designated \$100 and from the Mayor's discretionary fund \$200 for a total of \$1,000.00.

M. Approve the designation of \$200.00 to Birthing Place Ministries, 2007 Oakwood Avenue for Trunk or Treat

N. Approve the designation of \$200 of CRF to Kappa Alpha Psi Fraternity Scholarship Program

Community Revitalization Funds were designated as follows: P1 - \$100 P2 - \$200 P3 - \$100 P4 - \$200 P5 - \$200 P6 - \$200 P7 - 100 P8 - \$100 AND \$200 from the Mayor's discretionary fund for a total of \$1,400.00 in honor of Miss America's United States 2024, Miss Nicole Hall.

O. Approve the designation of \$600 to the Lumberton Area Chamber of Commerce for a Youth Float in the Lumberton Christmas Parade in Precinct 5

P. Approve the designation of \$100 of CRF to Veterans of Foreign Wars Post 8969 in Support of the National Wreaths Across America Day from P7

Community Revitalization Funds were given as follows: P1 - \$50 P2 - \$50 P3 - \$50 P4 - \$50 P5 - \$51 P6 - \$50 P7 - \$100 P8 - \$50 and \$50 from the Mayor's discretionary fund for a total of \$501.00

Q. Approve the designation of \$100.00 for the 3rd Annual Cheer Xcel Golf Tournament

R. Approve the designation of \$500 for Precinct 8 Community Day

- S. Approve the designation of \$250.00 of Community Revitalization Funds to the Mayfair North Association for Beautification in Precinct 8
- T. Approve the designation of \$250.00 of Community Revitalization Funds to the Mayfair Homeowners Association for the Entrance Beautification in Precinct 8

VII. Adjournment

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Council

Submission Date: 10/11/2024

Subject: Approve the Deobligation of \$737.16 Each in Precincts 1 & 3

Summary/Background of Subject Matter:

Councilmen Rising and Carroll request to deobligate \$737.16 of CRF each from line item 10-00-4313-2125 back to unobligated funds. These funds were previously approved at the September 9th, 2024, City Council meeting.

Staff Recommendation:

De-obligate funds as indicated above.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Manager

Submission Date: 10/15/2024

Subject: Re-Roofing City Hall

Summary/Background of Subject Matter:

Per the recent telephone poll, the City received 3 quotes for re-roofing city hall and would like to move forward with this project. Local contractor Blackburn Roofing was the low bidder at \$89,700; 2nd and 3rd bids were Pro-Roofing at \$97,200 and Odyssey Contracting at \$167,470.31. We would like to award the contract to Blackburn Roofing in the amount of \$89,700.

Staff Recommendation:

Award the contract for the re-roofing of city hall to Blackburn Roofing in the amount of \$89,700.00.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Legal

Submission Date: 10/15/2024

Subject: Renewal of Online Research and Public Records Software

Summary/Background of Subject Matter:

The legal department is at a renewal point for its online research and public records software.

Our quote from our current provider, Westlaw, is \$1,897.75 a month, and we have found an alternative Lexis/Nexis with which we are impressed after an hour-long presentation, and their quote is \$793 a month, which is a big savings. We would like to move over to them. The quote is for 3 years with only a small inflation-based increase.

Staff Recommendation:

That Council award the Online Research and Public Records Software contract to Lexis/Nexis in the amount of \$793 monthly with only a small inflation-based increase.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council

Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Public Works

Submission Date: 10/15/2024

Subject: 60" Concrete Pipe Purchase for First Street Drainage

Summary/Background of Subject Matter:

Public Works acquired the easement needed to move forward and procure the prior needed for the First Street Drainage Project. Public Works will need to purchase 184 linear feet of 60" Class III RCP. We received three quotes for the purchase of the material. The first quote from Rinker was a simple email giving the pipe cost per linear foot, so we have provided the sum of the materials. Concrete Pipe & Precast submitted a quote of \$76,219.20. Oldcastle Infrastructure is the low bid at \$55,691.36. The pipe will be paid for with funds awarded to the City from the North Carolina Golden Leaf Foundation. Golden Leaf requires us to follow our procurement policy when using their funds to purchase material that will be used on a project funded by them.

Staff Recommendation:

That Council approve the purchase of the 60" concrete pipe for the First Street Drainage Project from Oldcastle Infrastructure in the amount of \$55,691.36 with funds awarded to the City from the North Carolina Golden Leaf Foundation.

Signature:

Department:

ATTACHMENTS:

1. Quote - Oldcastle
2. Rinker Quote -
3. Quote CPP City of Lumberton Class 4- 60 Inch RCP

Contract & Proposal

Quote No.: S159829-1

920 Withers Road
Raleigh, NC 27603

Telephone : 919-772-6301
Fax: 919-772-1209

oldcastleinfrastructure.com

Quote To .: City of Lumberton
PO BOX 1388
LUMBERTON, NC 28359 1388

Ship To .: 60" Class 4 NCDOT STAMPED
RCP
LUMBERTON, NC 28358 0421

Reference :
Contact: Tammy Brooks

Phone: 910-671-3821

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S159829	10/8/2024	000438	Net 30 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
184.00	FT	0601681	RCP Pipe 60"x8' CL4 S/O NCDOT		275.00	50,600.00
6.00	Ea	6918125	SEALANT JOINT 1.25"X14.5' CS-102 5/CTN		100.00	600.00
8.00	\$	9400250	Delivery Surcharge - Taxable		106.00	848.00
		Tax Code	Taxable amount	Tax Rate		
		NC	52,048.00	4.75		2,472.28
		NC-Robesor	52,048.00	2.25		1,171.08

Oldcastle Infrastructure Commercial Clarifications

5/1/23

Special Products:

- Any special product(s) and high-volume standards (collectively, "Special Products") will be invoiced on a mutually agreed upon in writing delivery date and ownership transferred, upon Invoicing. Oldcastle Infrastructure, Inc. ("Oldcastle") reserves the right to require full or partial pre-payment for any Special Products ordered.
- Special Products may not be returned.
- If Special Product(s) cannot be accepted within 30 days of invoicing, a 10% storage fee will be assessed monthly unless otherwise agreed upon in writing.
- All Special Products ordered as part of a cash sale must be fully paid prior to production.
- A disposal fee of \$200/ton will be charged for all Special Products on hand over 90 days from the mutually agreed upon delivery date.

Delivery:

- The site must be accessible by delivery vehicles under their own power. If the material is to be delivered and set by Oldcastle, acceptability to the site will be determined by the boom operator.
- Freight charges quoted are based on full truckload quantities. Short loads will be subject to additional charges to cover the cost of delivery.
- Deliveries canceled with less than 24 hours' notice are subject to full delivery charge.

Contract & Proposal

Quote No.: S159829-1

920 Withers Road
Raleigh, NC 27603

Telephone : 919-772-6301
Fax : 919-772-1209

oldcastleinfrastructure.com

Quote To : City of Lumberton
PO BOX 1388
LUMBERTON, NC 28359 1388

Ship To : 60" Class 4 NCDOT STAMPED
RCP
LUMBERTON, NC 28358 0421

Reference :
Contact: Tammy Brooks

Phone: 910-671-3821

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S159829	10/8/2024	000438	Net 30 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
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- 9) Delivery includes one hour for offloading. Additional time in excess of one hour will be invoiced at an hourly rate.
- 10) A restocking fee of up to 40% may be charged on undamaged, standard products. Freight charges for returned product on Oldcastle equipment will also be applicable.
- 11) All Returns must be approved by Oldcastle. Returns will not be accepted after 90 days from date of purchase.

Pricing:

- 12) Oldcastle must be notified if a project requires prevailing wages as additional costs may be applied to the quotation.
- 13) Pricing is valid for 30 days from the date of this quote.
- 14) A 2.09% surcharge will be imposed on all Credit Card transactions, which is not greater than our cost of acceptance. A surcharge will not be applied to any ACH or Debit Card transaction.
- 15) Pricing remains valid for 180 days from order confirmation. For orders that have not shipped or transferred ownership to the buyer after 180 days, we reserve the right to implement a 1.5% quarterly price escalation fee.
- 16) If during the performance of this contract the cost of materials significantly increases through no fault of the seller, we reserve the right to equitably adjusted the price of this contract by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 6% experienced by seller from the date of the contract signing.
- 17) Delivery pricing is based on Oldcastle Infrastructure's current fuel surcharge rate and is good for 7 days from the date stated on this Quote. Thereafter, Customer is responsible for paying Oldcastle Infrastructure's fuel surcharge rate in effect on each delivery date. Fuel surcharge rates are derived from pricing, as established by the U.S. Energy Information Administration's Gasoline and Diesel Fuel Index, published at <https://www.eia.gov/petroleum/gasdiesel>

Additional Items:

- 18) Every effort has been made to provide an accurate take-off however, the quantities are not guaranteed by Oldcastle but provided for the buyer's convenience only. It is the buyer's responsibility to verify the accuracy of the project requirements and quantities. Changes in quantities, dimensions, or specifications from this quote may require an adjustment in price. Buyer agrees to pay per unit price for the actual number of units delivered.
- All products and services listed on this Quotation are provided under OLDCASTLE INFRASTRUCTURE, INC's Standard Terms

Contract & Proposal

Quote No.: S159829-1

920 Withers Road
Raleigh, NC 27603

Telephone : 919-772-6301
Fax: 919-772-1209

oldcastleinfrastructure.com

Quote To .: City of Lumberton
PO BOX 1388
LUMBERTON, NC 28359 1388

Ship To .: 60" Class 4 NCDOT STAMPED
RCP
LUMBERTON, NC 28358 0421

Reference :
Contact: Tammy Brooks

Phone: 910-671-3821

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S159829	10/8/2024	000438	Net 30 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
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and Conditions located at: <https://oldcastleinfrastructure.com/support/terms-conditions/>
QUOTATION TOTAL US 55,691.36

IMPORTANT: This proposal is based on standard terms and conditions. Items and quantities shown are the basis for the quotation, and we are not responsible for any discrepancies between this list and actual items or quantities.

(Accepted by)

Sales Person: Derek Easter

Telephone: 919-801-7580

(Position)

(Date)

By: _____

Armstrong, Robert

From: Henderson, Gary
Sent: Wednesday, October 09, 2024 10:09 AM
To: Armstrong, Robert
Subject: FW: Lumberton Project- 184 LF 60" CI4 RCP quote

From: Paul Fowler <Paul.Fowler@rinkerpipe.com>
Sent: Wednesday, October 9, 2024 8:41 AM
To: Henderson, Gary <ghenderson@ci.lumberton.nc.us>
Subject: Lumberton Project- 184 LF 60" CI4 RCP quote

Gary,

I appreciate the request for pricing on your upcoming project. Rinker would be able to provide 184 LF of 60" Class IV RCP delivered to your jobsite (with you unloading) for \$364.90 per LF. You will need 32 rolls of 1" Conseal joint sealant at \$11.75 per roll. These are pretax prices.

If I can further assist you please feel free to contact me.

Sincerely,

Paul Fowler
Account Manger
O 336.475.1371 C 336.225.6699
208 Randolph Street
Thomasville, NC 27360
RinkerPipe.com



DATE: 10/09/24 COUNTY: ROBESON, North Carolina BID Date: _____
PROJECT: City of Lumberton Class 4 - 60 Inch RCP PROJECT #: _____
BIDDER: LUMBERTON, CITY OF D.O.P: _____
Quote: CQ-291427

We are pleased to quote the following prices for the above referenced project:

Structure #	Quantity	Description	Height	Size/Dia.	Price	Extended Price
	184	Class 4 Profile RCP (NCDOT Stamped) 60"			\$411.00	\$75,624.00
	30	Conseal- 1.5			\$19.84	\$595.20
		30 Rolls @ \$19.84/Roll				
Total Strs: 214		<i>All prices are subject to applicable taxes.</i>			Structure Total:	\$76,219.20

A fee will be assessed for processing and handling (\$250 for hatches; \$150 for sleeves, clean outs, etc...) of customer supplied embeds. For post production casting of customer supplied Thimbles, etc..., there will be a \$1,000 per 'thimble' fee for planting casting.

Min Hgt to Precast = too shallow to precast as shown on the plans. Contractor's responsibility to validate with the Engineer that the design can change to use the precast structure prior to production release.

For AIS Requirement Compliance Documentation, add 7% of subtotal \$5,335.34, if applicable.

Please notify CP&P immediately if any item must comply with any American Iron and Steel (AIS) requirements. CP&P must be notified prior to fabrication and, **in accordance with the Act**, fees may/will be charged as noted above, for the additional requirements and necessary compliance documentation.

The above prices are subject to change after 30 days if notification of purchase order has not been received by us. We suggest confirmation of prices after this period of time has elapsed. Prices do not include sales tax. Projects ongoing more than 6 months after receipt of PO or acceptance of quote may be subject to a price escalation of 5% per six months. We reserve the right to invoice for custom structure components and non-stock pipe not delivered within 90 days of the production date and charge a storage fee of \$8/ton/month.

Production facilities are NPCA certified. CP&P is not PCI certified.

Prices and quantities are estimated. It is the Contractor's responsibility to confirm that this quote is in compliance with all job plans and specifications, including revisions and current addenda. During the course of construction, situations may occur that prevent the use of precast. Under such circumstances, we will not be obligated or held responsible for furnishing those structures. Should these circumstances cause the altering of the quoted structure size and/or type, we reserve the right to renegotiate prices for such changes.

All modified and special design structures and pipe prices are contingent upon approval of our design and specifications. A \$500 engineering fee (per structure) will be charged for structures requiring a special submittal if cancelled any time during the submittal process.

Prices quoted are for truckload lots to accessible points by our trucks, at or near your jobsite. Contractor responsible to unload all product. CP&P will not supply rigging or lifting/spreader bars. Lifting devices will be credited upon return to CP&P office. Trucks on site longer than an hour before unloading starts will be charged at \$75 per hour wait time fee.

Short loads: Any requested delivery under 20 tons is a "short load." There will be a minimum \$500.00 additional charge for individual "short load" deliveries. If a multi-stop load can be created to avoid multiple short loads then a \$150.00 drop off fee will be charged. The more advance notice we receive the more likely we can create a multi-stop load; however, there is no guarantee that it will always be possible. The product can be picked up at the plant for the price shown on the quote.

Customers providing a hatch/casting for CP&P to embed within a precast piece, are responsible for having it shipped to the correct production facility and ordering any hatches with skirts. Hatches that arrive without skirts will not be accepted or the customer will be charged a \$300 fee per hatch for CP&P to add the skirt.

All returns must be pre-approved and are subject to restocking, repairs, cleaning, freight charges and surcharges.

Fuel Surcharge

"Deliveries may be subject to a fuel surcharge based on the Department of Energy (DOE) US Retail National Diesel fuel price index. For every \$0.10 increase in the index over CP&P's baseline cost of \$3.50/gallon, there will be a surcharge of \$5.00 per truckload of product delivered. The fuel price index can be accessed at: <https://www.eia.gov/petroleum/gasdiesel/>. The update will be made effective on the first Monday of each month based on a monthly average of the previous month."

Terms:

Net 30 days from date of invoice. All past due accounts will be subject to a service charge of 2% of outstanding balance.

QUOTE TERMS AND CONDITIONS

1. Acceptance is limited to terms of this Quote. Concrete Pipe and Precast LLC ("CP&P") objects to any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by Buyer, which are expressly rejected. The price quoted is firm only if an executed copy of this Quote is received by CP&P at its office within 30 days of the date of this Quote. All terms of this Quote shall be incorporated into and shall become a part of any further or additional agreement regarding these goods.
2. All gross receipts, use and/or sales taxes shall be paid by Customer in addition to any quoted price. CP&P must be in possession of any exemption certificate prior to delivery. Prices quoted are contingent on the sale of quantities quoted, truck load quantities delivered on weekdays during regular working hours to an unoccupied delivery or installation site and unencumbered access to a reasonable unloading location. Discounts will be allowed only if Customer owes no past due balances. Customer agrees to pay a reasonable storage fee if materials are stored more than 60 days after manufacture.
3. CP&P agrees to replace or, at CP&P's option, repair any defective goods within a reasonable time. Buyer's remedies for any delay or any defect in the materials are subject to and limited by any limitations contained in the manufacturer's terms and conditions to CP&P. Further, Buyer's sole and exclusive remedy and CP&P's limit of liability for any and all loss or damage resulting from defective goods shall be for the purchase price of the particular delivery and materials with respect to which loss or damage is claimed, plus any transportation charges actually paid by the Buyer. In no event shall CP&P be liable for any damage due to delay of any type, nor consequential, special or punitive damages. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
4. Buyer shall make a careful inspection at the time of delivery. Buyer's failure to give written notice specifying any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the labor and material as shown on delivery tickets and a waiver of all claims of shortages, damage or defect or any other claim. This Agreement may be executed in several counterparts, each of which will be deemed an original and which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt. In addition, the parties consent to execution of this Agreement by electronic signature and the parties agree that any such signature so executed shall be as effective as a manually executed signature. CP&P will not be liable for any damage, warranty or remedy and back charges will not be accepted without prior notification, an opportunity to view and repair, replace or otherwise cure, and approval by CP&P. No returned product will be accepted without prior approval. A restocking charge of 25% will apply on products approved for refund.
- 5 Buyer shall indemnify and hold harmless the CP&P and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, incurred in enforcement of this agreement by CP&P, or arising out of this agreement or the described supply of labor or materials, provided that any such claim is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom, only to the extent caused in whole or in part by any negligent act or omission of Buyer, any subcontractor, employee, agent, or anyone else directly or indirectly employed by any of them or by any third person, regardless of whether or not it has been also caused in part by a party indemnified.
6. Buyer agrees to pay 2% interest per month on any amount not paid within thirty (30) days of invoice date, both before and after judgment, and further agrees to pay attorney's fees equal to 33% of any balance due on default, whether or not suit is filed. Buyer further agrees to submit to personal jurisdiction in Virginia and that the forum for any litigation pursuant to any agreement with CP&P shall be the County of Fairfax Virginia, whether suit is brought by Buyer or CP&P.
7. I/we authorize CP&P from time to time to obtain Business and Consumer Credit Reports on Buyer or any principals of Buyer or to obtain credit and funding information from any other source. CP&P shall have no obligation to begin or continue performance until adequate credit and funding information is provided, at any time on request of CP&P. CP&P may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Buyer is in breach of this Agreement or any other contract with CP&P, or CP&P has insecurity with respect to funding or creditworthiness, until payment is made and any dispute or insecurity has been resolved.
8. Buyer agrees that all funds owed to Buyer from anyone or received by Buyer to the extent those funds result from the labor or materials supplied by CP&P shall be held in trust for the benefit of CP&P (Trust Funds). Buyer agrees it has no interest in Trust Funds held by anyone, to segregate and to make no use of, except to promptly account for and transmit to CP&P all such Trust Funds no later than on demand. All mechanic's lien, payment bond or similar waivers or restrictive endorsements on checks shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety days thereafter. Customer agrees that CP&P retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents may imply otherwise. Customer further agrees that CP&P has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary.

We thank you for the opportunity to quote and hope to have the pleasure of serving you.
Please visit our web site at www.ConcreteP&P.com for additional information on our products and services.

EST: Aimee Seabolt

PRJ-68021/MQ-128327.1/CQ-291427.1

Sincerely,

Aimee Seabolt

Outside Sales - Southeast

919-820-1866

ASeabolt@concretepandp.com

Authorized Representative for **LUMBERTON, CITY OF** releases project for production.

Signature: _____

Date: _____

Lumberton City Council

Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Public Works

Submission Date: 10/22/2024

Subject: Ratify Change Order #1 to the Concrete Crushing Contract

Summary/Background of Subject Matter:

On September 9th, 2024, Council awarded the concrete crushing contract to Pelton Aggregates for a total not to exceed \$56,500 to be paid from the Water and Sewer Capital Reserve Fund.

Since that time, Public Works has accumulated 1,000 tons of concrete and would like to combine this with the approved contract as Change Order #1.

The company is here now and not knowing when they will return; Public Works is requesting that Council amend the contract in the amount of \$10,800 to be paid from the Water and Sewer Capital Reserve Fund.

Staff Recommendation:

That City Council ratify the vote to approve Change Order #1 to the concrete crushing contract.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Public Works

Submission Date: 10/22/2024

Subject: Ratify the Contract for Sanitary Sewer Replacement - McNeil Street & McArthur Street

Summary/Background of Subject Matter:

Public Works was only able to get two contractors to give us prices on replacing the caved in sewer on McNeil and McArthur. Frank Horne priced this at \$101,114 and Hickman Utilities priced it at \$49,000.

Staff Recommendation:

Public Works is requesting Council approval to award Hickman Utilities the sewer repair project on McNeil Street for \$49,000 to be paid for out of the Water and Sewer Capital Reserve Fund.

Signature:

Department:

ATTACHMENTS:

1. Est_1272_from_Hickman_Uilities_INC_26056 - McNeil Street
2. Scan Lumberton McNeil & McArthur Sewer Proposal

Hickman Utilities INC

263 Singletary Millpond Rd
Bladenboro, NC 28320

Estimate

Date	Estimate #
10/18/2024	1272

Name / Address
City of Lumberton

			Project
Description	Qty	Rate	Total
Remove asphalt and haul to Town disposal site and any bad dirt.Dig out existing failing sewer main and replace with new pipe and rock furnished by the Town. Connect all existing sewer service with Town to furnish all fittings including abc stone to be installed by Hickman Utilities at the following locations Elmhurst Dr 300' at approx.7' in depth E 19th St 780' at approx.6' in depth and set one manhole McNeil St 280' ,McArthur St 200' at approx.8' in depth and replace one manhole			
		7,500.00	7,500.00
		25,000.00	25,000.00
		16,500.00	16,500.00
We look forward to serving you.		Total	\$49,000.00

FRANK HORNE CONSTRUCTION, INC.

P.O. Box 338

225 Frank Horne Drive

Fair Bluff, NC 28439

PH: (910) 649-7803

email: hcf40@yahoo.com

Fax: (910) 649-7198

NC License #6746

SC License #G10282

PROPOSAL

October 17, 2024

Proposal Submitted to: City of Lumberton

500 N. Cedar Street

Lumberton, NC 28358

Proposal Submitted for: The replacement of two segments (470 linear feet total) of 8-inch gravity sewer pipe, and one manhole, on McNeil Street and McArthur Street, in Lumberton, NC. This proposal includes: Mobilization; Replacement of a 270 linear foot segment of 8-inch gravity sewer pipe on McNeil Street, and a 200 linear foot segment of 8-inch gravity sewer pipe on McArthur Street, with 8-inch PVC gravity sewer pipe; Replacement of a 4-ft. Dia. Manhole at the intersection of McNeil and McArthur Streets; Four tie-ins of the new gravity sewer pipe to manholes; Two reconnections of 4-inch sewer services to the new 8" PVC gravity sewer pipe; Installation of 8" of ABC stone in the asphalt cut; Installation of select backfill material and hauling away of broken asphalt and unsuitable material; and site restoration. All PVC gravity sewer pipe, couplings, #57 pipe bedding stone, select fill material, and ABC stone, to be provided by the City of Lumberton. Frank Horne Construction shall provide the 4-ft. dia. replacement manhole. All necessary erosion control, traffic control, and well pointing shall be provided by the City of Lumberton.

WE HEREBY PROPOSE: To furnish the manhole and all labor and equipment, needed to complete the above described work, for the total lump sum cost of \$101,114.00 (One Hundred One Thousand One Hundred Fourteen and 00/100 Dollars). This proposal is based on the following unit costs, and total costs, of work:

DESCRIPTION OF WORK	QUANTITY	UNIT COST	COST
1) Mobilization	1 LS	\$ 500.00	\$ 500.00
2) Replace 8" Gravity Sewer Pipe (8'-10' deep)	270 LF	\$ 150.00	\$ 40,500.00
3) Replace 8" Gravity Sewer Pipe (8'-10' deep)	200 LF	\$ 150.00	\$ 30,000.00
4) Replace 4' Dia. Manhole (8'-10')	1 EA	\$ 6,500.00	\$ 6,500.00
5) Tie-in to Manhole	4 EA	\$ 1,500.00	\$ 6,000.00

DESCRIPTION OF WORK	QUANTITY	UNIT COST	COST
6) Reconnect Existing Sewer Services at Main	2 EA	\$ 500.00	\$ 1,000.00
7) Install 8" ABC Roadway Stone	138 TN	\$ 22.00	\$ 3,036.00
8) Install Select Fill; Haul-off Asphalt & Unsuitable Soil	609 CY	\$ 22.00	\$ 13,328.00
9) Site Restoration & Clean-up	1 LS	\$ 250.00	\$ 250.00
Total Cost of Work:.....			\$ 101,114.00

SPECIAL CONDITIONS, EXCEPTIONS and/or EXCLUSIONS: This proposal is made subject to the following special conditions, exceptions, and/or exclusions:

- 1) Sewer bypass pumping is not included in this proposal.
- 2) Asphalt cutting shall be performed by the City of Lumberton.
- 3) Asphalt and concrete patching and/or replacement are not included in this proposal.
- 4) Pipe and manhole testing is not included in this proposal. Upon request, Frank Horne Construction, Inc. agrees to perform pipe mandrel testing for an additional cost of \$1,500.00.
- 5) Select backfill material, #57 pipe bedding stone, and ABC stone for roadways are not included in this proposal. #57 Stone for pipe bedding shall be provided by the City of Lumberton at the project site. Select backfill material and ABC stone for roadways shall be provided by the City of Lumberton, but shall be transported to the project site, and shall be installed, by Frank Horne Construction, Inc. Frank Horne Construction, Inc. shall also transport unsuitable material and broken asphalt from the project site to a site designated by the City of Lumberton, located within 3 miles of the project site.
- 6) Erosion control measures are not included in this proposal.
- 7) If dewatering is necessary, Frank Horne Construction, Inc. agrees to provide dewatering, through the use of a drop stack and 4-inch pump, at an additional cost of \$10,000.00.
- 8) If well pointing is necessary, for purposes of dewatering the trench, the City of Lumberton shall provide, install, and maintain the well point pump and well points.
- 9) Traffic control and road closures are not included in this proposal and shall be provided by the City of Lumberton;
- 10) Payment and performance bonds are not included in this proposal, but may be provided, upon request, at cost.
- 11) All necessary permits, easements, encroachment agreements, and right of way agreements shall be obtained by the City of Lumberton.
- 12) This is an all-inclusive, lump sum proposal. The deletion of any items of work listed herein-above may result in an increase in the unit costs, and total cost, of the remaining items of work.

Performance of Work: Work to commence within 60 days of acceptance of this proposal and Notice to Proceed. Work to be completed within 30 days of commencement, unless delayed due to weather or well pointing activities. Work to be performed on weekdays, during daylight hours, unless otherwise agreed by the City of Lumberton.

Payment: To be made, in full, within 30 days of completion of work.

Authorized Signature: 
Frank Horne Construction, Inc.

Acceptance of Proposal: _____
City of Lumberton

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Airport

Submission Date: 10/25/2024

Subject: Airport Tractor and Mowing Deck

Summary/Background of Subject Matter:
Airport Tractor and Mowing Deck

Staff Recommendation:
Approve purchase of tractor and mowing deck

Signature:

Department:

ATTACHMENTS:

1. New Tractor and Mowing Deck 10252024 GL
2. Tractor and Mowing Deck Quotes 10252024 GL

The Airport proposes to purchase a New Holland Workmaster tractor with a 20-foot Flex-Wing mowing deck. The Airport has over 400 acres of property and much of it requires mowing. The Airport cannot adequately maintain this acreage with its current 2007 John Deere tractor. The current tractor does not have the horsepower necessary to pull a 20-foot mowing deck through some of our heavier vegetative areas. Due to its use in these heavier vegetative areas, excessive wear and tear has occurred and has led to extended downtime for maintenance. A second tractor will help the Airport maintain the property and extend the life of the older tractor.

1. New Holland Workmaster 120 Tier 4, State Contract Price: \$68,569.00
2. 2820 20-foot Flex-Wing Mowing Deck: \$35,843.10
3. Total Cost: \$104,412.10

Note: Account 65-00-8139-5565. Current balance: \$164,000.00

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Manager

Submission Date: 11/01/2024

Subject: Permission to apply for America 250 Grant- Main Street Lumberton

Summary/Background of Subject Matter:

In 2026, America will commemorate 250 years since the signing of the Declaration of Independence. The America 250 NC team is accepting applications for a community program for up to \$30,000. Fundable projects will clearly connect to at least one of America 250 NC's commemorative themes; Visions of Freedom, Gathering of Voices, and Common Ground. The deadline for this application is December 16th. The 10% match required for this application can be in-kind services. Main Street Lumberton Advisory Board feels confident our volunteers will be able to meet the 10% match requirement with volunteer hours.

Staff Recommendation:

Main Street Lumberton Advisory Board and City Staff are recommending City Council's permission to apply for the America 250 grant.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Police

Submission Date: 10/21/2024

Subject: Permission to apply for 2024 Edward Byrne JAG Grant

Summary/Background of Subject Matter:

The Lumberton Police Department is requesting permission to apply for the 2024 Edward Byrne JAG Grant in the amount of \$25,464.00. This funding will be used to purchase 12 tasers and accessories for patrol officers.

Staff Recommendation:

It is recommended that the Lumberton Police Department be granted permission to apply for the 2024 Edward Byrne JAG Grant in the amount of \$25,464.00.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Electric Utilities

Submission Date: 10/31/2024

Subject: POD#3 Voltage Regulator Controls Purchase

Summary/Background of Subject Matter:

EUD needs to replace 19 voltage regulator controls at POD#3 (Point of Delivery) due to recent failure of several and the fact that these controllers are 24 years old. EUD would like to replace these GE voltage regulator controls with Schweitzer controls. EUD has found that these regulator controls are more reliable. EUD is requesting approval from council to purchase 19-Voltage Regulator Controls at a cost of \$29,431.19 from EUD's capital code 6300-8420-5964.

Staff Recommendation:

EUD is recommending that council approve the purchase of these 19 Voltage Regulator Controls for POD#3 at a cost of \$29,431.19 so that our power service can remain reliable and operate at the correct voltage our customer require.

Signature:

Department:

ATTACHMENTS:

1. POD#3 REGULATOR CONTROL QUOTE



Please address purchase orders to:
Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

Reference this quote number and send purchase orders to:

Business Email gracie@atlanticpowersales.com

Created Date	10/31/2024	Quote Number	00398076
Account Name	Progressive Engineering Consultants	Expiration Date	12/30/2024
Sold To Contact	Mike Dawson	Prepared By	Gracie Devine
Sold To Contact Email	mike@pecinc.net	Sold To Sales Channel	Atlantic Power Sales LLC
Sold To Contact Phone	+1 (704) 545-7327	Business Email	gracie@atlanticpowersales.com

City of Lumberton c/o Greg Pravette

Line No.	Part Number	Description	Sales Price	Quantity	Total Price
1	2431#9A4V (24310111X1246XXX41XX)	SEL-2431 Voltage Regulator Control	USD 1,549.01	19.00	USD 29,431.19
Grand Total					USD 29,431.19

Lead Time

Lead times are confirmed upon receipt of a complete purchase order and can be subject to change due to special circumstances.
Lead times do not include delivery times.

Typical Lead Times

Ship-from-stock products: 2 business days

All other products: 4–10 business days

Faulted-circuit indicators and sensors: Confirmed at time of order.

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.

Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.

Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at data_protection@selinc.com.

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.

Part Number	Description	Part Options
2431#9A4V (24310111X1246XXX41XX)	SEL-2431 Voltage Regulator Control	USB Interface -- Type A USB Flash Drive Interface Manual Raise/Lower Operators -- Toggle Switch Raise/Lower Operators Communications Port (Port 1) -- Fiber Optic, 62.5µm, Multimode, ST Style Connector Communications Port (Port 2) -- Two 100BASE-FX Multimode Fiber Conformal Coat -- No Retrofit Kits (Wiring Harness and Mounting Hardware) -- GE: 24-Position Connector (Power Disconnect Interface) Packaged Accessories -- None

Lumberton City Council

Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Electric Utilities

Submission Date: 10/31/2024

Subject: Sub-station #3 breaker insulator repair

Summary/Background of Subject Matter:

EUD is seeking the approval from council to purchase 6 27KV 1200amp bushing to repair a breaker at POD#3 that was damaged by a snake back in July 2024. The cost for the insulators is \$7,824.00. EUD will be removing the damaged insulator and replace the new insulator. A new breaker is approximately \$40,000 and has a year delivery date.

Staff Recommendation:

EUD is recommending the approval from council to purchase these insulators so that this circuit can be operational in the event we were to have damage to another circuit and need redundancy at this sub-station.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council

Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Public Works

Submission Date: 10/24/2024

Subject: Hydraulic Study of the Five Mile Branch Culvert at Bailey Road.

Summary/Background of Subject Matter:

Public Works is requesting Council to designate \$50,000 from the Drainage Fund to conduct a hydraulic study of the Five Mile Branch Culvert at Bailey Road. The City has previously conducted a hydraulic study of the Five Mile Branch at the CSX Railroad crossing. DOT is also making improvements to the downstream culverts on the Five Mile Branch where it crosses I-95. The Bailey Road Culvert is between the I-95 Improvements downstream and the railroad culvert upstream. Public Works would like to conduct a hydraulic study of the Bailey Road Culvert to see what improvements should be made to maximize the hydraulic capacity of the Five Mile given the upstream and downstream improvements that are planned or already underway.

Staff Recommendation:

Public Works is requesting Council to allow the City to develop and advertise a Request for Qualifications for the Hydraulic Study of the Bailey Road Culvert.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Public Works

Submission Date: 10/30/2024

Subject: Amendment 5 - Flood Gate Engineering Contract

Summary/Background of Subject Matter:

The floodgate plans are 100% complete and will be ready to bid once our joint use agreement with CSX railroad is executed and the NCDOT i-95 Project contractor vacates the area where the floodgate will be constructed. There were many interactions of structural changes and a very complicated right of way research effort that has created a request from Atkins Realis for an additional \$208,439.80 in professional service fees.

Staff Recommendation:

Public Works is requesting Council to approve Amendment #5 from Atkins Realis for \$208,439.80 to be paid for by State appropriations to the floodgate project.

Signature:

Department:

ATTACHMENTS:

1. Amendment#5 - RoW and Structural 10302024

Mr. Rob Armstrong, PE
Director of Public Works
City of Lumberton
215 South Cedar Street
Lumberton, NC 28358

October 30, 2024

Subject: Amendment #5- Structural Design, Right of Way, Site Design and Project Management Support for W. Lumberton Flood gate project

Dear Rob,

As requested, AtkinsRéalis is submitting the following scope and fee estimates for additional right of way, site design, structural design and project management support for West Lumberton Flood gate project:

- Right-of-Way support (THC Inc.)
- Site design support (McGill)
- Structural design support (LH&J)
- Project management and Coordination (AtkinsRéalis)

Each of these items are independent tasks and are described in detail in the following sections:

Task 2.5 – Right of Way support (THC Inc.)

Our team will provide easement acquisition services which will include appraisal services and title services from a third-party Attorney.

Task 3.3- Site Design Support and Coordination (McGill)

Our team will provide support with project management and final bid documents tasks commensurate with the extended schedule due to on-going permit and easement negotiations.

Task 3.4 – Structural Design support and Coordination (LH&J)

Our Team will provide additional professional engineering services associated with structural plans. The services include additional coordination and incorporation of CSX railroad comments. This estimate assumes two additional submittals to CSX will be required. Any additional submittals will be considered additional work and can be performed on a lump sum or hourly basis.

Task 4.1 – Project Management and Coordination (AtkinsRéalis)

AtkinsRéalis will conduct monthly progress meetings (including meeting agenda, follow up, and notes) up to May 31, 2025. AtkinsRéalis will participate in coordination meetings with project stakeholders (i.e. NCDOT, CSX, USACE etc). Atkins will also perform regular project management tasks related to contracting and invoices.

Deliverables

- Task 2.5: Easement documents
- Task 3.3: Site Plans
- Task 3.4: Structural Plans
- Task 4.1: Meeting agendas and notes

Assumptions/Exclusions: This scope of work does not include additional Topographic surveys and geotechnical investigations are not included in this scope of work.

Schedule: AtkinsRéalis expects additional support work to be completed by May 31, 2025, barring any unexpected delays during design, coordination, and easement acquisition.

Fee: This scope of work will be completed for a lump sum cost of **\$208,439.80**. Fee changes to the respective tasks are summarized in the table below.

Task	Current Contract \$	Amendment	Changed to \$
1.1 Data Collection (Survey, SUE, Geotech)	\$349,027.20		\$349,027.20
1.2 Existing Conditions Hydrologic and Hydraulic Analysis	\$196,383.00		\$196,383.00
1.3 Hydraulic Modeling of Alternatives	\$92,763.16		\$92,763.16
1.4 Environmental Investigation and Permitting	\$25,252.50		\$25,252.50
1.5 Preliminary Design	\$142,832.38		\$142,832.38
2.1 Geotechnical Design	\$25,475.00		\$25,475.00
2.2 Site/Civil and Roadway Design	\$101,708.00		\$101,708.00
2.3 Structural Final Design	\$174,947.41		\$174,947.41
2.4 Traffic Engineering Design	\$16,371.45		\$16,371.45
2.5 R/W Plans (THC Inc.)	\$28,977.20	(+) \$2,400.00	\$31,377.20
2.6 Flood Response Plan	\$23,951.60		\$23,951.60
2.7 Quality Management	\$27,320.40		\$27,320.40
2.8 Bid Documents Preparation and Support	\$76,181.20		\$76,181.20
2.9. Dam Safety Permitting	\$46,942.80		\$46,942.80
3.1. Geotechnical design support	\$10,175.00	\$10,175.00	\$10,175.00
3.2. Internal drainage sizing and portable pumps QC	\$55,795.68	\$55,795.68	\$55,795.68
3.3. Site Design support (McGill)	\$67,430.00	(+) \$15,000.00	\$78,430.00
3.4. Structural support (LH&J)	\$370,683.50	(+) \$136,390.00	\$507,073.50
4.1 Project Management and Coordination	\$329,567.54	(+) \$54,649.80	\$384,217.34
4.2 Stakeholder Coordination	\$101,627.04		\$101,627.04
4.3. EA/FONSI Determination	\$10,256.07		\$10,256.07
Total	\$2,273,668.13	(+) \$208,439.80	\$2,482,107.93

Please let me know if you have any questions or need any clarifications. I may be reached at 919.431.5253 or amit.sachan@atkinsrealis.com. We look forward to the opportunity to serve you.

Sincerely,



Amit Sachan, PE, CFM
Sr. Project Director, AtkinsRéalis

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Public Works

Submission Date: 10/31/2024

Subject: Lift Station 63 (Industrial Park) Spare Pump Replacement Purchase

Summary/Background of Subject Matter:

This request is for the purchase of a replacement spare pump for the Industrial Park Lift Station. One of the current pumps in it had a catastrophic failure and could not be repaired. Crews installed the spare pump to get the station back in operation and need to replace the spare pump now.

These pumps are Sulzer brand and supplied by an area representative from Pete Duty & Associates Inc. The quote for the replacement pump is \$8,693.00.

Staff Recommendation:

Public Works recommends council approval of the purchase of a replacement pump from Pete Duty & Associates Inc. in the amount of \$8,693.00 with funds coming from the Water & Sewer Capital Reserve Fund.

Signature:

Department:

ATTACHMENTS:

1. BP-50C31_20241031_075528



PETE DUTY & ASSOCIATES, INC.

2219 Leah Drive • Hillsborough, North Carolina • (919) 245-5070 • Fax (919) 245-5071

October 15, 2024

Kevin Burns
City of Lumberton
Lumberton, NC

Kevin,

Thank you for your request for a quote to replace your pump from your I-74/I-95 Industrial Park Pump Station.

Your cost for this pump is \$8,693.00 plus tax and freight.

This pump is normally in stock at the Sulzer factory/facilities in Easley SC, and there appears to be 2 each currently available in the Easley SC facilities.

Please let me know if you need anything else, and I thank you for your trust and your business.

Contact me by my cell phone or e-mail to order this pump. We appreciate this opportunity to continue to be of service to you and to the City of Lumberton.

Regards,

David W. Holt

Pete Duty & Associates, Inc.
336-689-4588 cell
dholt@peteduty.com



www.peteduty.com

2219 Leah Drive
Hillsborough, NC 27278
919.245.5070

Cc: PDA Office

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Public Works

Submission Date: 10/31/2024

Subject: Water Plant Security Camera System

Summary/Background of Subject Matter:

The current security camera system for the Water Treatment Plant (WTP) is aging and no longer working correctly. This system is critical to maintain security at the WTP. Three contractors were contacted to request quotes on this project. Gill Security Systems Inc. at \$14,306.16, Piedmont Security Systems at \$15,735.00, and Thompson Security who declined to provide a quote.

Staff Recommendation:

Public Works recommends council approval of the purchase of a replacement security camera system at the WTP from Gill Security Systems, Inc. in the amount of \$14,306.16 with funds being made available from the Water & Sewer Capital Reserve Fund.

Signature:

Department:

ATTACHMENTS:

1. BP-50C31_20241031_075632



818 Ramsey St. - Fayetteville - NC 28301

Phone: 910-433-2868 - Fax: 910-485-0596 - Email: Sales@gillsecurity.com

QUOTE

Date	Quote #
08/08/24	AAAQ29594

Sold To: City of Lumberton Water Plant
Jim Bullock
1451 Lowerey Street
Lumberton, NC 28358

Phone: 910-671-3856
Mobile:

Job Loc.: City of Lumberton Water Plant
Jim Bullock
1451 Lowerey Street
Lumberton, NC 28358

Phone: 910-671-3856
Mobile:

Terms	Rep	P.O. Number
Upon Completion	Chris Hill	

City of Lumberton Water Plant Camera System

The cameras and recorder are approved for use by the National Defense Authorization Act (NDAA)

The camera system uses high definition cameras and recorder to provide beautiful video recording. The recorder is set to store approximately 30 days of 24/7 video playback.

If you would like, we can connect the cameras to other office computers or your smartphones so you can monitor the cameras.

Camera Locations

Camera 1: View the chlorine tanks and doors

Camera 2: View the gate

Camera 3: View the maintenance building

Camera 4: Main building first floor room with valves and other equipment

Camera 5: Inside front entrance by stairs

Camera 6: Outside on the west side of the building viewing the visitor gate and the gate near the large tank

Camera 7: Maintenance building inside

Camera 8: Addition: Second floor near the monitoring room outside at the corner of the building to view the valves

Camera 9: Addition: Outside of the main entrance to view the door and the visitor parking lot

Camera 10: Addition: Maintenance building on the right side front by the garage door to view the shop floor and the back right door

Recorder / Monitor Location: Monitoring station on the second floor

Router Location: Office next to the monitoring area

Internet Upload Speed: TBD megabits per second

Recorder Setup: H265 with 15 frames per second

+++++

OWNER RESPONSIBILITIES BEFORE THE CAMERA SYSTEM IS INSTALLED

1. Have an outlet available for the monitor in the monitoring room.
2. Jim will run conduit with a pull string in the maintenance building for the camera in the right side of the building.
3. Jim said we could use their lift for the work.

+++++

*****NOTES*****

- * A video antenna will be between the monitoring center and the maintenance building to connect the cameras
- * The 42.5" monitor will be connected to the wall across from the monitoring desk
- * If an IT person manages your network: let them know we will connect the recorder to a switch to be able to view the cameras online. IT may need to open a port in the switch

*****THE NEXT STEP*****

- *Review the notes and authorize the proposal to initiate the order.
- * Please issue a purchase order if required

* When the equipment arrives, I will give you a call to coordinate an installation date.

Qty	Description	Unit Price	Extended Price
1	Recorder: 16 Channel NDAA Compatible No Hard Drive	\$1,497.18	\$1,497.18
2	6 Terabyte Hard Drive-Sata 3.5 Video	\$277.18	\$554.36
6	Camera: Turret 4mp resolution 2 mm lens Captures color in extreme low light conditions 30 meter night vision NDAA Compatible	\$469.28	\$2,815.68
4	Camera: Bullet 4mp resolution 2.8-12 motorized lens 60 meter night vision NDAA Compatible Captures color in extreme low light conditions	\$678.28	\$2,713.12
1	Monitor: 42.5" 4K Resolution Wall mount only	\$998.98	\$998.98
1	13-37" Monitor Mount w/ Full Motion	\$85.98	\$85.98
1	Video Antenna- Point to Point 1gb (2 antennas included)	\$435.98	\$435.98
2	Antenna Mount	\$19.90	\$39.80
2	Uninterrupted Power Supply 650VA	\$218.26	\$436.52
1	5 Port POE with 55 Watts	\$91.90	\$91.90
1	Box 16 x 14 x 7 All Weather	\$365.98	\$365.98
1	Mounting Plate required for All weather box	\$39.98	\$39.98
2	Vent for all weather box	\$31.98	\$63.96
1	Fan: 80mm Moistureproof	\$31.98	\$31.98
1	Power Supply for Fan	\$43.98	\$43.98

Qty	Description	Unit Price	Extended Price
1	Cat 6 Cable Black	\$239.98	\$239.98
1	Ethernet HDMI Extender (300 ft) 1 Set.	\$279.98	\$279.98
1	Misc. Fittings and Hardware	\$326.00	\$326.00
1	Wireless Mouse	\$28.90	\$28.90
24	Labor- Commercial Service Work	\$95.00	\$2,280.00
		SubTotal	\$13,370.24
		Sales Tax	\$935.92
		Shipping	\$0.00

Please contact me if I can be of further assistance.

Chris Hill
910-489-0709 (Cell)
910-433-2868 (Office)

ChrisHill@GillSecurity.com

This price includes a 1-year warranty. Service agreement is available.

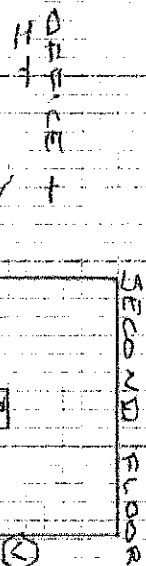
Total \$14,306.16

This quote is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. A 50% deposit in the amount of **\$0.00** is required at acceptance of quote. The balance is due at installation unless other terms have been approved. This quote is good for 30-days.

I accept this quote, authorize work to be completed, and accept responsibility for all payments due.

Accepted by: _____ Date: _____

AMBERTON WATER TREATMENT PLANT
1451 LOWER ST.



VALVE
AREA

PARKING

GATE

GATE

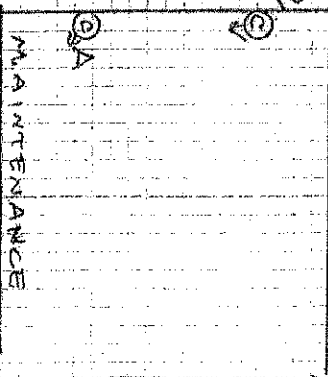
GATE



VIDEO ANTENNA
CAMERA
ADDITION
RECORDER
MONITOR

1ST FLOOR

GILL SECURITY
CHRIS HILL
910-989-0709
CHRIS@GILLSECURITY.COM





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fax: 866-548 6931

City Of Lumberton - Lumberton Water Plant Security System Proposal

Our Company

Piedmont Security Systems Inc. is a fully licensed and insured security system provider for commercial properties. We specialize in: alarm systems, security cameras, intercoms, access control, fire systems, automation, and network cabling. Piedmont Security Systems provides our customers with a fully integrated approach to protecting their businesses.

Our mission is to offer businesses the best in security systems at the lowest price. As experts in the security industry, we provide custom, integrated security systems to meet the specific security needs facing our customers and their businesses. We build long-term relationships with our customers through the strength of our customer satisfaction and by consistently providing superior security results.

Piedmont Security Systems is part of Piedmont Group, with sister companies: Piedmont Private Investigations and Piedmont Protective Services. Piedmont Private Investigations handles personal and corporate cases such as: infidelity, process service, lie detection, loss prevention, shopping services, and much more. Piedmont Protective Services offers physical protection with armed and unarmed security and patrol officers. No matter what your security needs are, Piedmont Group is here to help. ***Piedmont Group: Three Companies, One Security Solution - www.pgrpnc.com***

Our Recommendation for City Of Lumberton - Lumberton Water Plant

After a professional site-assessment of the property and business, Piedmont Security Systems is quoting a top of the line Security Camera System for City Of Lumberton - Lumberton Water Plant.

We feel SO CONFIDENT in our services and pricing that
**WE GUARANTEE TO BEAT ANY COMPETITORS PRICE ON
COMPARABLE EQUIPMENT**

Equipment Proposal

Surveillance Camera System

The Surveillance Camera System Total Price includes all equipment, and labor necessary to provide City Of Lumberton - Lumberton Water Plant with a top of the line Surveillance Camera System.

10 Camera Surveillance System

Cameras	
2	2.8mm 8MP Interior Dome Camera
2	2.8mm 8MP Mini Bullet Camera
6	2.7-13mm 8MP Exterior Weatherproof Camera
Digital Video Recorders	
1	16 Channel XVR with 8 Terabytes of Storage
Power Supply	
1	4 Channel Power Supply
1	9 Channel Power Supply
Miscellaneous	
6	Camera Base
1	Miscellaneous Supplies
1	Professional Installation

Surveillance Camera System Total Price **\$15,735.00**

Discount ~~-\$3,340.00~~ Valid Until October 15, 2024

Total after discount \$12,395.00 Valid Until October 15, 2024

A Deposit of **\$6,200.00** is required when the system is ordered. Remainder due on day of installation

**For financing options and pricing please call our office at 704-548-2727.*

Initials _____

City Of Lumberton - Lumberton Water Plant Security System Equipment Layout

Security Cameras	
✓	1 Interior Foyer
✓	1 Interior Chemical Room
✓	1 Interior Shop Overview 1 (New Wire Run)
✓	1 Interior Shop Overview 2 (New Wire Run)
✓	1 Exterior Side Parking 1
✓	1 Exterior Side Parking 2
✓	1 Exterior Chlorine Tanks
✓	1 Exterior Front Door Overview (New Wire Run)
✓	1 Exterior Filter Area (New Wire Run)
✓	1 Exterior Compressor Room Door
** Quote assumes conduit from main building to shop is not compromised for wire pull. Quote assumes open ceiling and drop ceiling access for cable runs. Piedmont Security Systems will be providing white cameras. No wire mold or conduit is included. Lift will be required for cable runs though shop. **	

Initials _____

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Public Works

Submission Date: 10/31/2024

Subject: Straw Blower Purchase

Summary/Background of Subject Matter:

Council previously approved the purchase of a straw blower in the capital budget within the sanitation fund in the amount of \$8,800. Public Works requested 3 quotes from Dillon Tractor and Implement Co. at \$10,800.00, Vause Equipment at \$10,850.00, and Tyler Equipment who no longer supports sales of these machines.

Staff Recommendation:

Public Works recommends council approval of the purchase of a straw blower from Dillon Tractor and Implement Co. in the amount of \$10,800.00 with funds being made available through the capital code 67-00-8147-5567.

Signature:

Department:

ATTACHMENTS:

1. BP-50C31_20241031_075702

DILLON TRACTOR AND IMPLEMENT, CO.

davidr@dillontractor.com

843-632-0268 cell

843-774-9081 office

Harper SB1300 straw blower

Skid steer mount

13hp Honda engine

6"x30' hose

\$10,800.00 Delivered



Address: PO Box 1388
Lumberton, NC 28359
Phone: 910-671-3821
Date: 10/25/2024

PO. Box 718 • 1013 Gillespie Street • Fayetteville, NC 28302
O: 910-483-7165 • NC Toll Free: 1-800-672-4478 •
F: 910-483-7262 www.vauseequipment.com

[illegible]

Halliburton, Jeff

From: Dennis Causey <denniscausey@sccoast.net>
Sent: Tuesday, October 29, 2024 9:08 AM
To: Halliburton, Jeff
Subject: Harper Straw Blower

My distributor no longer handles these, apparently because they are on line for sale everywhere and not done through qualified dealerships etc. who would set up, warranty etc. Sorry maybe next time. Thanks, Dennis Tyler Eqt. Conway, SC 8432485600

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Planning & Neighborhood
Services

Submission Date: 10/23/2024

Subject: Special Use Permit 3125 Wellington Rd - P8

Summary/Background of Subject Matter:

Jimmy McRae (Le Benediction, LLC) is requesting a Special Use Permit for a single-family residence with accessory apartment located at 3125 Wellington Road (parcel # 3201-01-046)

Staff Recommendation:

CPC review the request, refer the petition to the November 19, 2024 Planning Board meeting for their review, and authorize the Planning Director to set the date of the public hearing.

Signature:

Department:

ATTACHMENTS:

1. Le Benediction SUP Application et als

**DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
CITY OF LUMBERTON, NORTH CAROLINA
APPLICATION FOR A SPECIAL USE PERMIT**

TO: THE CITY COUNCIL OF THE CITY OF LUMBERTON

The undersigned hereby respectfully requests that the City Council of the City of Lumberton issue a Special Use Permit as hereinafter described:

1. Applicant:

Legal Name: Le Benediction, LLC
Physical Address: 11942 Winston Circle
Cincinnati, OH 45240
Mailing Address: 11942 Winston Circle
Cincinnati, OH 45240
Telephone: (513) 602-1284

Owner:

Legal Name: Le Benediction, LLC
Physical Address: 11942 Winston Circle
Cincinnati, OH 45240
Mailing Address: 11942 Winston Circle
Cincinnati, OH 45240
Telephone: (513) 602-1284

Name of Business: Le Benediction, LLC Business Address: 11942 Winston Circle
EMAIL: LeT2TansDiamond@yahoo.com Cincinnati, OH 45240

Description of Property:

<u>3125 Wellington Rd</u> (Address)	<u>02227</u> (Deed Book)	<u>0844</u> (Page)
<u>#19</u> (Map Book)	<u>88</u> (Page)	<u>119.69</u> (Frontage)
		<u>0.41</u> (Area)

3. Tax Map Identification (parcel number): 320101046

4. Proposed Use of Property: Residential

5. Zoning District Designation of Property: R15

6. Development Site Plan: See Appendix A of Land Use Ordinance.

7. Notice of Hearing: All property owners within 150' of the perimeter of the property subject of this petition must be notified by first class mail. Please attach list of all such property owners as reflected on the current tax Assessor's Roll with current mailing addresses, Taxing Township, Map Number, Block Number, and parcel Number.

8. Supportive Information: At the Hearing, you will be responsible for providing information to the City Council to enable it to determine whether the development, if completed as proposed, will comply with the requirements of the Land Use Ordinance. You should be ready to show the following relative to the proposed development:

- That it will not materially endanger the public health or safety; and
- That it will not substantially injure the value of adjoining or abutting property; and
- That it will be in harmony with the area in which it is to be located; and
- That it will be in general conformity with the Land Use Plan Thoroughfare Plan, or other plan officially adopted by the City.

9. Application Fee: Submit the fee payment with application. The application fee is nonrefundable.

File # 7.184

1 of 2
5/28/21

ADDRESS:

10. Briefly describe Applicants intended use of the property (Applicant must attach a detailed business plan, if applicable):

Property planned for 4: 2 bdrm, 1 bath, 750 sqft Living space
w/ 2 car garage and owner storage bay.
See Attached: Business Plan and Technical Drawings

11. Notarized Signatures:

I certify that all of the information presented by the undersigned in this Application is accurate to the best of my knowledge, information and belief.

Applicant: Le Benediction, LLC 11942 Winston Cir, Cmt, OH 45240
Name Physical Address

Applicant: [Signature]
Signature

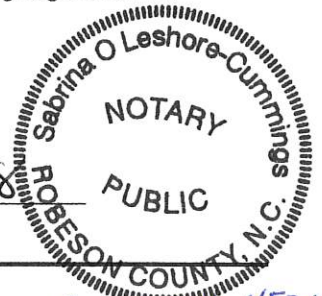
STATE OF North Carolina COUNTY OF Robeson

I, Sabrina O. Leshore-Cummings, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 28th day of August, 2021.

[Signature]
Notary Public Signature

My Commission Expires: 05/02/2028



Owner: Le Benediction, LLC 11942 Winston Cir, Cmt, OH 45240
Name Physical Address

Owner: [Signature]
Signature

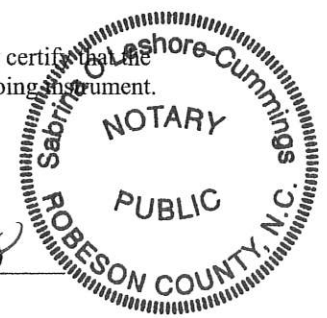
STATE OF North Carolina COUNTY OF Robeson

I, Sabrina O. Leshore-Cummings, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 28th day of August, 2021.

[Signature]
Notary Public Signature

My Commission Expires: 05/02/2028



File # 7.184
2 of 2
5/28/21

City of



Lumberton

Planning & Neighborhood Services

Authorization to appear before City Council/Planning Board/Board of Adjustment on the behalf of the property owner(s).

Application File No.: 7.184

Property address: 3125 Wellington Rd Parcel #: 320101046

I, Le Benediction, LLC (property owner), give Dr./Mr./Ms.

Jimmy L. McRae the authority to appear before City Council/Planning Board/Board of Adjustment on my behalf.

Authorized Person (print/type full name): Jimmy L. McRae (Agent/Member)

Signature: Jimmy L. McRae (Agent/Member) (Authorized Person)

Authorized Actions: Appear before City Council/Planning Board/Board of Adjustment on property owner's behalf; Answer questions of the board(s) on property owner's behalf; Appear as the applicant.

1. The North Carolina State Bar has opined on more than one occasion, that non-lawyers representing someone else at a quasi-judicial hearing (such as variances and special use permits) constitutes the unauthorized practice of law (The City Attorney can provide copies of these opinions). Simply providing factual or expert testimony as a witness does not violate this rule.
2. If the applicant is not present and the representative does not have sufficient knowledge regarding the application to satisfy the Planning Board or Board of Adjustment, this may cause the request to the tabled or denied.

I, the undersigned, (owner of the above described property), do hereby acknowledge: (1) that I give authority to the authorized person listed above to appear before City Council/Planning Board/Board of Adjustment on my behalf, (2) that this authorization will not waive my rights as the property owner.

STATE OF North Carolina COUNTY OF Robeson

I, Sabrina O. Leshore-Cummings, a Notary Public in and for said County and State, do hereby certify that Jimmy L. McRae, an authorized signer w/ Le Benediction, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 20th day of August, 2024.

My Commission Expires: 05/02/2028

[Signature]
Notary Public



City of



Lumberton

Planning & Neighborhood Services

Authorization to appear before City Council/Planning Board/Board of Adjustment on the behalf of the property owner(s).

Application File No.: 7.184

Property address: 3125 Wellington Rd Parcel #: 320 101 046

I, Le Benediction, LLC (property owner), give Dr./Mr./Ms. Attorney Sabrina O'Shane-Cummings the authority to appear before City Council/Planning Board/Board of Adjustment on my behalf.

Authorized Person (print/type full name): Jimmy L. McKee (Agent/Member)

Signature: X Jimmy L. McKee (Agent/Member) (Authorized Person)

Authorized Actions: Appear before City Council/Planning Board/Board of Adjustment on property owner's behalf; Answer questions of the board(s) on property owner's behalf; Appear as the applicant.

1. The North Carolina State Bar has opined on more than one occasion, that non-lawyers representing someone else at a quasi-judicial hearing (such as variances and special use permits) constitutes the unauthorized practice of law (The City Attorney can provide copies of these opinions). Simply providing factual or expert testimony as a witness does not violate this rule.
2. If the applicant is not present and the representative does not have sufficient knowledge regarding the application to satisfy the Planning Board or Board of Adjustment, this may cause the request to the tabled or denied.

I, the undersigned, (owner of the above described property), do hereby acknowledge: (1) that I give authority to the authorized person listed above to appear before City Council/Planning Board/Board of Adjustment on my behalf, (2) that this authorization will not waive my rights as the property owner.

STATE OF North Carolina COUNTY OF Robeson

I, Little Townsend, a Notary Public in and for said County and

State, do hereby certify that Jimmy L. McKee personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 28th day of August, 2024

My Commission Expires: 7/16/2026
Little Townsend
Notary Public

Le Benediction, LLC

Business Plan for: 3125 Wellington – Auxiliary Dwelling Unit *Jimmy L. McRae (Agent) – (513) 602-1284*

Business Objective: The objective of Annie L. McRae Foundation for the 3125 Wellington Rd – Auxiliary Dwelling Unit:

- Provide a family, elderly couple and/or deserving individual(s) displaced by Hurricane Mathew and/or Florence, during the 2016 / 2018 storms with affordable housing they can call HOME.
- Help Rebuild Blighted Properties in Robeson County that will improve the overall beauty and value of the property and neighborhood.

Business Results Thus Far: Le Benediction, LLC initiated the noted objectives in Feb. 2017 and has and realized the following:

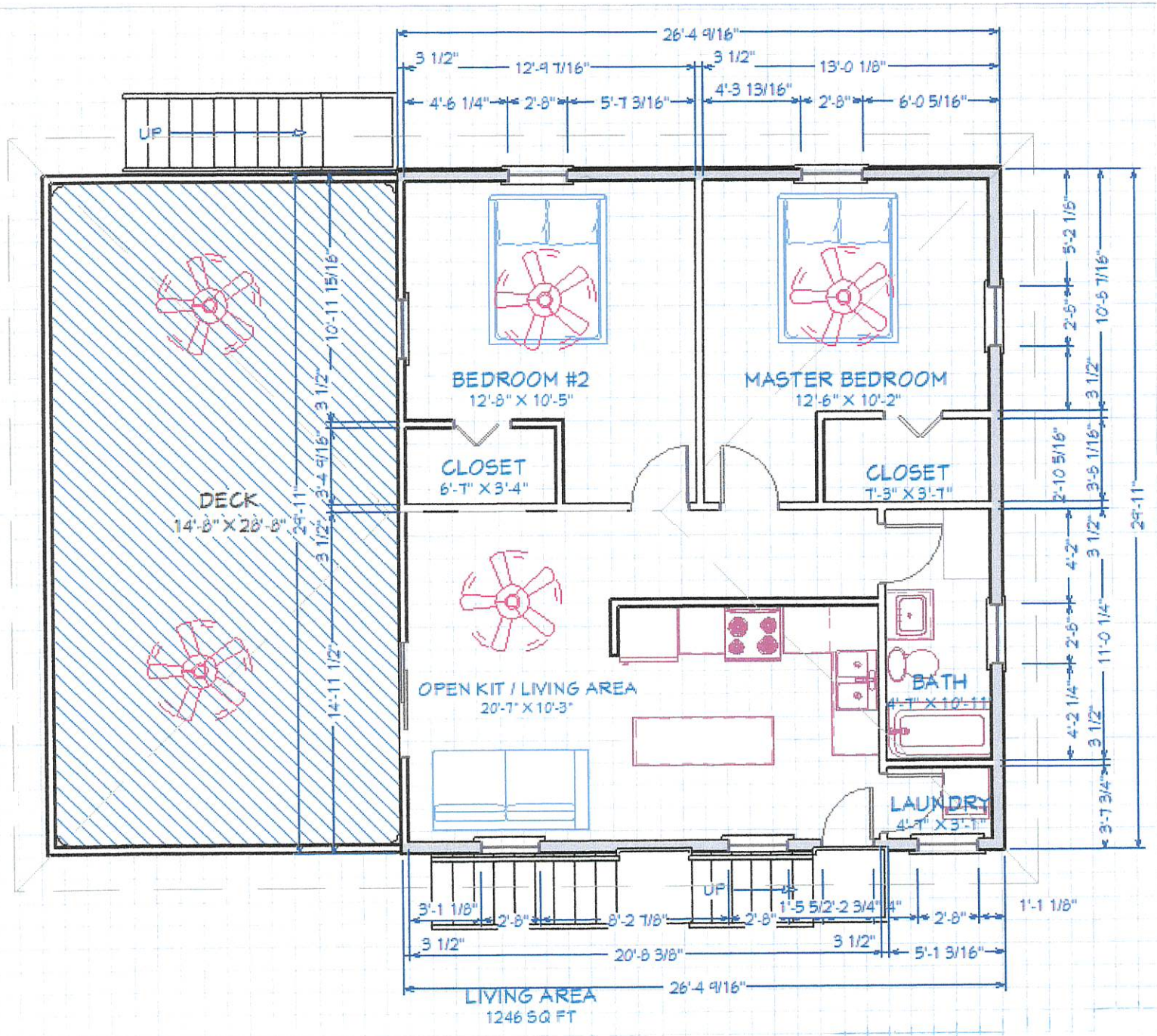
- Rebuilt 3 properties in the May Fair community – avg. rental \$1233.
- Rebuilt 2 properties in the Sunset Heights & Turner's Terrace community – avg. rental \$937.
- Rebuilt 1 property in the Brittswood community – avg. rental \$850.
- Assisted in the Rebuild / Cleanup of 3 additional properties in Lumberton.

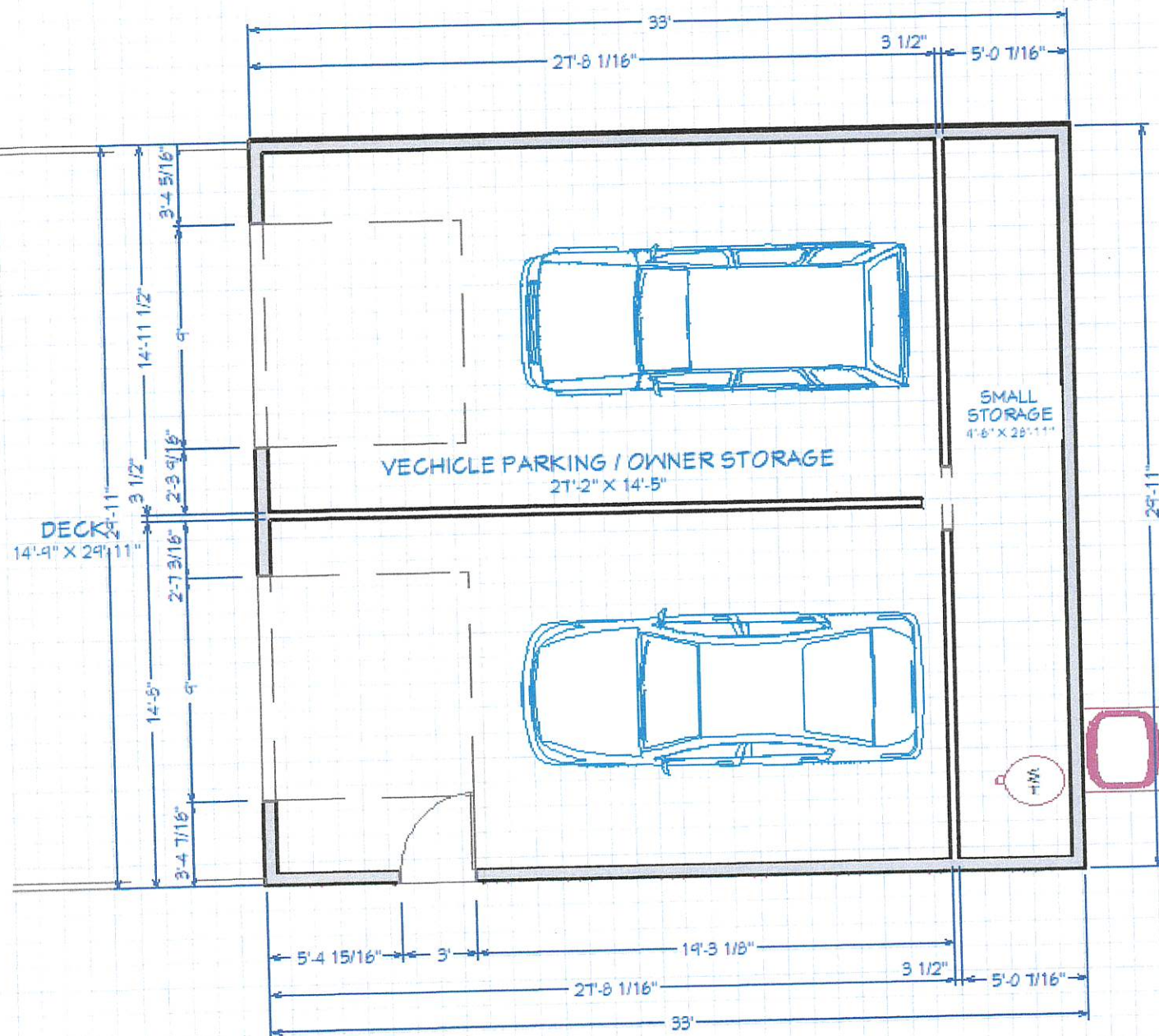
Rational & Proposed Benefits for 3125 Wellington Rd – Auxiliary Dwelling Unit:

- The dwelling is currently 65-70% complete and per initial inspection adheres to standard building codes. It was built sometime between 2008 & 2010 without approval from the City of Lumberton.
- The primary unit renovations were completed about June 11, 2021. All required permits were issued, complied with, inspected and approved by the City of Lumberton Inspections Department. The main unit has been occupied since June/July 2021.
- This property is zoned R-15. 1.130 Single-family residences with accessory apartment are an allowed 'use' within this zoning district.
- The property is planned for a: 2bdm, 1 bath, 750sqft of living space, w/2 car garage and a owners storage bay.
- Le Benediction, LLC projects the After Repair Value will be roughly ~\$125K and believe the project can be completed with roughly a ~\$58K budget.
- The project will help maintain work for local resources (s): carpenter, plumber, electrician, painter and HVAC.
- We believe the project will address all other property owner concerns that may arise in a positive manner. This is a WIN for May Fair property owners, a WIN for the City of Lumberton, a WIN for a deserving family, and a Blessing from the Annie L. McRae Foundation!!!!

It is understood and agreed that Le Benediction, LLC will complete all construction activities per the City of Lumberton building codes. The design of the Auxiliary Dwelling Unit will meet the aesthetics of a building within the May Fair community.

781'2





7.184

SURVEY DATA:

HORIZONTAL DATUM - BASED UPON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD83, US SURVEY FEET. SAID BEARINGS ORIGINATED FROM SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION (NGS CORRS) NETWORK.
VERTICAL DATUM - NAVD 88

SURVEY NOTES:

1. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND AND EXPRESSED IN FEET AND DECIMAL OF FEET.
2. PROPERTY CORNERS FOUND ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED HEREIN.
3. ALL PARCEL AREAS MATHEMATICALLY CLOSE GREATER THAN 1:10,000.
4. NO NGS MONUMENTS FOUND WITHIN 2000'.
5. AREA CALCULATED BY COORDINATE METHOD.

LEGEND AND ABBREVIATIONS:

- IRON PIPE FOUND (IPF)
- ▲ CALCULATED POINT (NO MONUMENT SET)

PIN PARCEL IDENTIFICATION
BK BOOK
D.B. DEED BOOK
B.M. BOOK MAP
PG. PAGE
SQ.FT. SQUARE FEET
R/W RIGHT-OF-WAY

----- SUBJECT PROPERTY LINE
----- EASEMENT (AS NOTED)
----- ADJOINER PROPERTY LINE
----- TIE ----- TIE ----- TIE LINE

CERTIFICATION:

I, JOHN E. KAUKOLA JR., DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000 OR GREATER; THAT THIS SURVEY WAS PERFORMED USING GNSS AND CONVENTIONAL SURVEY, THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

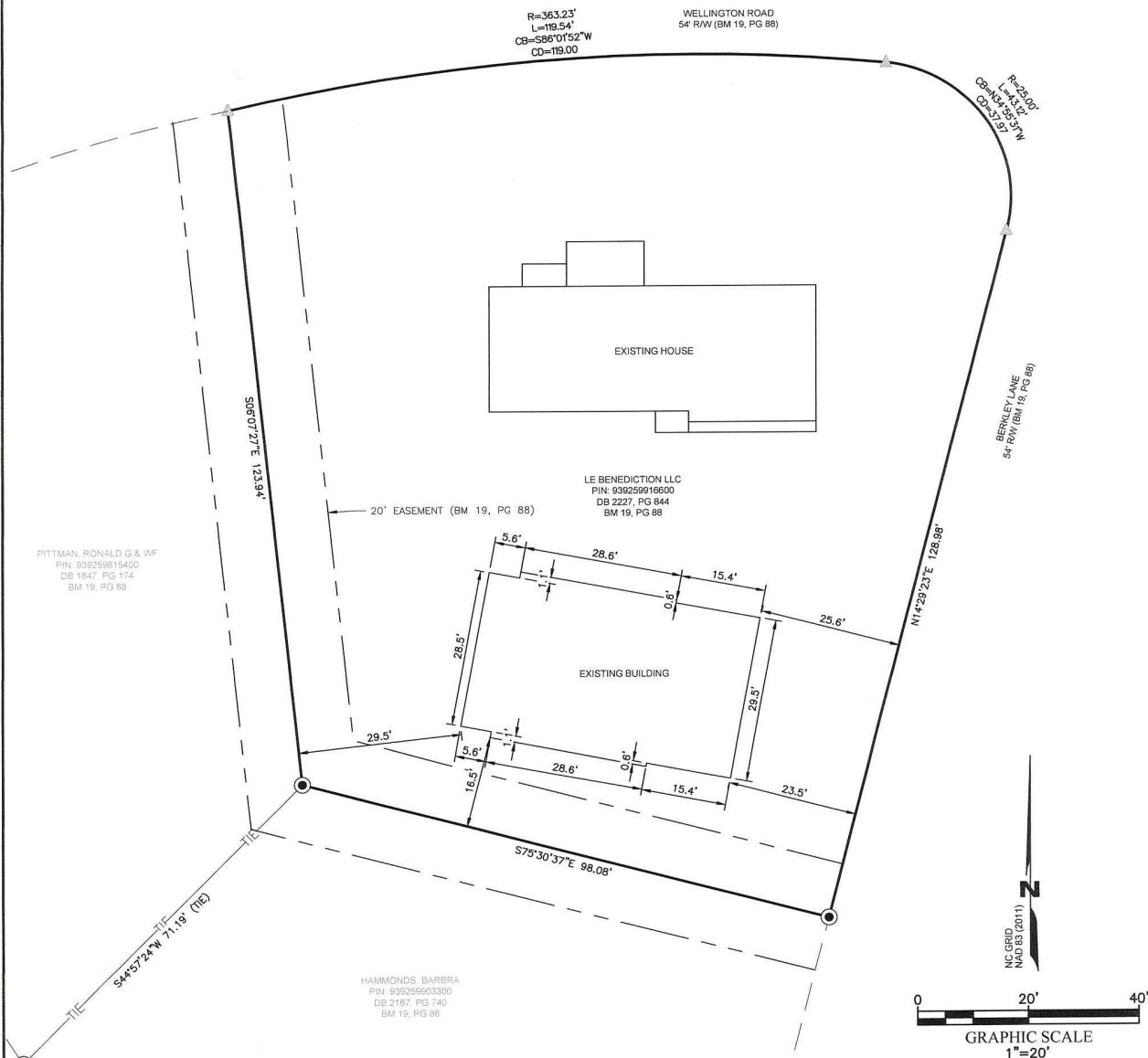
CLASS OF SURVEY: B
POSITIONAL ACCURACY: 3.7CM + 90PPM
TYPE OF GPS FIELD PROCEDURE: VRS RTK, RAPID STATIC
DATES OF SURVEY: OCTOBER 1-7, 24-27 JANUARY, 8TH & 20TH FEBRUARY, 1ST MARCH
DATUM/EPOCH: NAD 83 (2011) / 210.00
PUBLISHED/FIXED-CONTROL USE: NCRX CORRS ARP
GEOID MODEL: 12B
UNITS: US SURVEY FEET
COMBINED GRID FACTOR: 0.9999317279

John E. Kaukola Jr.,
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-3999
john.kaukola@sam.biz
(919) 752-8765

DATE: XX/XX/2023

SURVEYING AND MAPPING, LLC
F-1442

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES OR SALES



JOB NUMBER: 1023085135-011
DATE: 06/18/2024
SCALE: 1"=20'
SURVEYOR: JEK
TECHNICIAN: CDR
DRAWING: 3125 WELLINGTON ST
TRACT ID: AS SHOWN
PARTICULARS: DLG
FIELDBOOKS: N/A



2548-B Fayetteville Road
Lumberton, NC 28358
Ofc: 910.827.8355
Fax: 919.802.8898
email: info@sam.biz
F-1442

PERMIT MAP
FOR
JIMMY McRAE
TOWNSHIP OF LUMBERTON
COUNTY OF ROBESON
STATE OF NORTH CAROLINA

PROJECT: JIMMY McRAE
PERMIT MAP
SHEET 1
OF 1

7.184

Work Order Proposal For 3125 Wellington Rd, Lumberton NC 28360

<u>Item Description</u>	<u>Supplies</u> SF - 2bd, 1 bt	<u>Sales Tax</u> 0.0675	<u>Labor</u>	<u>Assumptions</u>
<u>Kitchen Items Appliances</u>	1,594	108	100	Install Appliances: Whirlpool Stove, Microwave, Refrig.
<u>Exterior Stairway</u>	1,681	113	1,018	stringers - to 5m/15ft. Fabricate and fit risers and treads. Balusters and Newel posts are separate if needed. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup
<u>Landscaping</u>	0	0	4,500	Cut and remove 3 large trees, grinding and removing the stump, and removing debris
<u>Roofing Remodel</u>	1,667	113	1,424	lbs per SF. UL Class A fire resistance and 110 mph wind resistance. 30 yr warranty. Quantity includes typical waste overage, material for repair and local delivery. Tear off Roof and Debris Removal
<u>Demo All Rooms</u>	200	14	500	Reconfigure existing walls & move existing wall
<u>Drywall & Insulation</u>	1,006	68	1,947	Non-discounted retail pricing for: Paper faced 1/2" thick gypsum board. 4' x 8' sheets. Quantity includes typical waste overage, material for repair and local delivery. Assume 1634 sqft
<u>Garage Remodel</u>	1,735	117	1,383	gauge steel roll up door. 4 panel. 5 yr limited warranty. Quantity includes typical waste overage, material for repair and local delivery.
<u>Cement Driveway</u>	1,941	131	2,046	Non-discounted retail pricing for: 4+ inch thick, fibermesh reinforced 3500 PSI concrete. Broom finish. Quantity includes typical waste overage, material for repair and local delivery. Est. for 769 sf. Area - includes Slab Excavation
<u>Kitchen Remodel</u>	2,327	157	1,506	Install cabinets, sink, kitchen wall, Island and lighting
<u>Reposition Exterior Front/Deck Wall</u> <u>(Open Concept)</u>	1,125	76	850	most homeowners spending \$10 to \$15 per linear foot. A laminated veneer lumber (LVL) beam costs \$60 to \$300 on average without installation
<u>Bed Room Remodel</u>	985	66	1,069	Reconfigure Master & Second Bdrm for 10 x 15 sqft. Install new window if required
<u>Bath Room Remodel</u>	1,806	122	784	Install DELTA White Acrylic One-Piece Shower with Integrated Seat (Common: 36-in x 48-in) or similar, Install Berkshire stone finished flooring. Install cabinets & sinks, update plumbing.

<u>Laundry Room Remodel</u>	265	18	391	Reroute Plumbing & Hot Water Heater, install subflooring & Berkshire stone finished flooring.
<u>Exterior Decking</u>	1,888	127	1,524	Non-discounted retail pricing for: 2" x 6" Select or better grade. 4 sides surfaced. Quantity includes typical waste overage, material for repair and local delivery. 638 sqft deck
<u>Doors</u>	1,697	115	1,438	Replace Doors, molding, base boards, door locks & handles, and window blinds as required.
<u>Windows & Siding (Replaceme</u>	462	31	348	
<u>Overall Paint Items (Re Post Gray - Sheran Williams)</u>	517	35	901	Prep & Paint all interior ceilings, walls, etc.. And exterior fascia boards, etc.
<u>Flooring All Rooms (Bdrm, Living Rm, Halls, Kitchen and Den)</u>	1,523	103	1,240	Install Luxury Vinyl, Water Proff, Plank Flooring Throughout
<u>Windows Blinds Install</u>	153	10	294	Standard Vynal blinds
<u>Full House Cleaning</u>	368	25	529	
<u>Update Electrical</u>	553	37	2,082	Secure Permits. Replace all electrical sockets & switches, install new lights & ceiling fans. Install electric panel & run new wiring
<u>Update Plumbing</u>	1,358	92	1,335	Secure Permits. Install new water lines, to bath, sinks, laundry, etc.
<u>Heating System</u>	3,331	225	1,521	system. For horizontal, up flow, down flow and vertical installation. Requires 240V 25A electrical connection required at unit. 10 yr limited warranty
Total	28,183	1,902	28,728	
Project Grand Total			58,814	

City of *Lumberton*

Planning & Neighborhood Services

Special Use Permit 3125 Wellington Rd.

Date of Application Submittal:

PETITIONER(S):	OWNER(S):
Le Benediction, LLC Attn: Jimmy McRae PO Box 40391 Cincinnati, OH 45240 11942 Winston Circle Cincinnati, OH 45240	Le Benediction, LLC Attn: Jimmy McRae PO Box 40391 Cincinnati, OH 45240 11942 Winston Circle Cincinnati, OH 45240

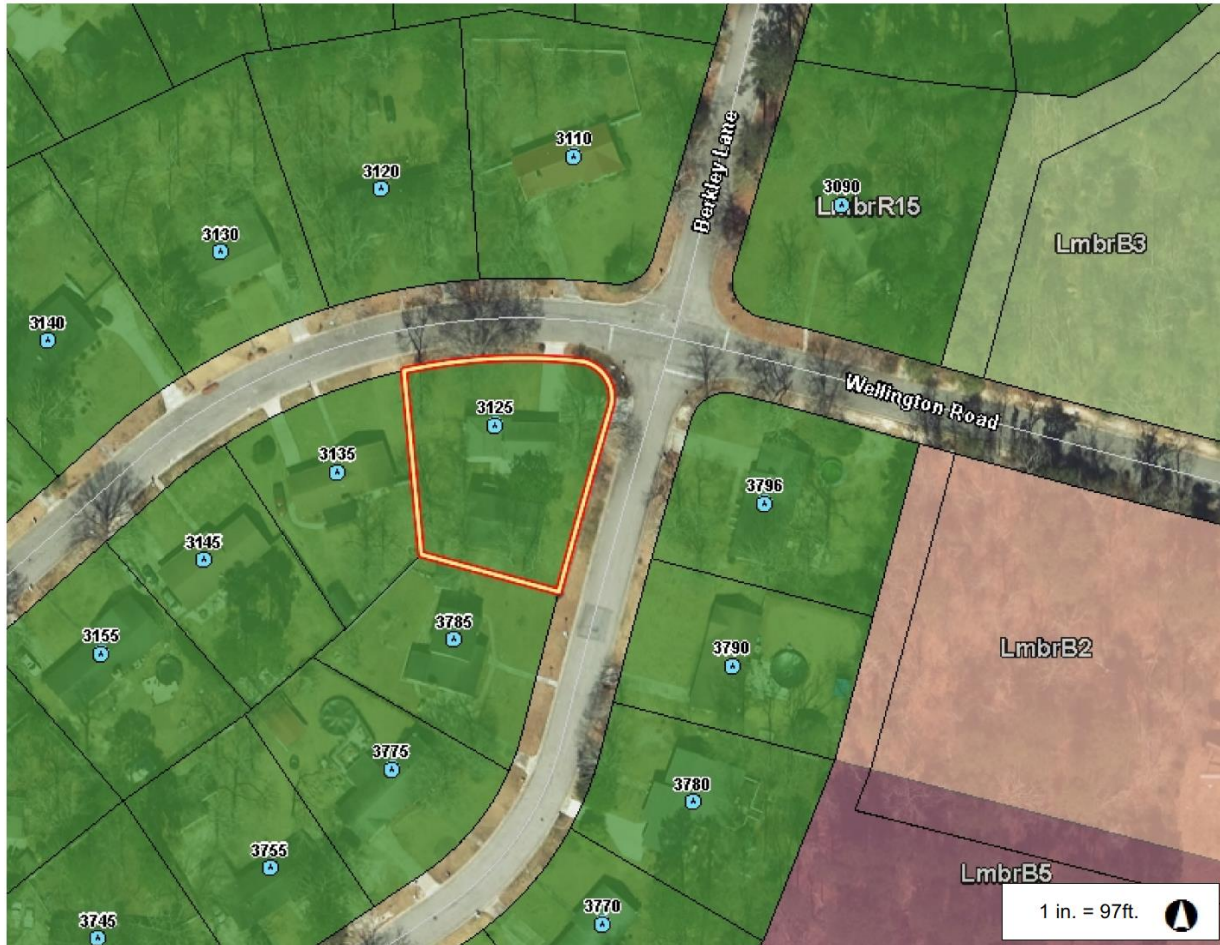
Special Use Permit Request: Jimmy McRae (Le Benediction, LLC) is requesting a Special Use Permit for a single-family residence with an accessory apartment located at 3125 Wellington Road (parcel # 3201-01-046/Deed Book/Page 02227 / 0844).

LOCATION:



City of Lumberton

Planning & Neighborhood Services



PARCEL INFORMATION

Owner	Parcel #(s)	Zoning	Area	Limits of Construction
Le Benediction, LLC Attn: Jimmy McRae	320101046	R-15, Residential single-family	0.41 ac	0.41 ac

Planning & Neighborhood Services

ADJACENT PROPERTY SITE DATA

	Zoning	Land Use
Subject Property	R-15, Residential single-family	Proposed Single family residence with accessory apartment
North	R-15, Residential single-family	Single Family Residence
South	R-15, Residential single-family	Single Family Residence
East	R-15, Residential single-family	Single Family Residence
West	R-15, Residential single-family	Single Family Residence

STAFF ANALYSIS

PROJECT OVERVIEW

Analysis: Jimmy McRae (Le Benediction, LLC) is requesting a Special Use Permit for a single-family residence with accessory apartment (Use #1.130) located at 3125 Wellington Road (parcel # 3201-01-046/Deed Book/Page 02227 / 0844).

PLANNING & ZONING

Setback and Lot Size (General to R-15 Zoning District):

Zoning District	Min. Lot Size	Min. Lot Width	Min. Front Setback (right of way)	Min. Side & Rear Setbacks	Minimum Height
R-15	15,000	100'	30'	10' (unless its bordered by a right of way. Then right of way min setbacks are observed)	35'

Minimum Lot Size and Accessory Structure Maximums for Single-family Residence with Accessory Apartment (Use #1.130)

*Planning & Neighborhood Services*

Zoning District	Min. Lot Size	Existing Lot Size	Min. Lot Width	Min. Front Setback (right of way)	Min. Side & Rear Setbacks	Maximum Height
R-15	19,950 (133 percent of 15,000)	0.41 acre 17,859.6	100'	30'	10' (unless its bordered by a right of way. Then right of way min setbacks are observed)	35'

Accessory Structure Maximums

Accessory Structure – 789.21 sq. ft. living space + 420.44 sq.ft. deck = 1,209.65 total square feet (plans provided by applicant says 1,246 square feet).

Planning & Zoning Analysis

The property currently has a single-family residence and an unpermitted accessory structure. From my research, the accessory structure was constructed between 2008 & 2010 without permits from the City.

*****The request does not meet the minimum lot size requirement for a single-family residence with accessory apartment (Sec. 35-182. Residential density) and exceeds the maximum square feet of 750.*****

Definition:

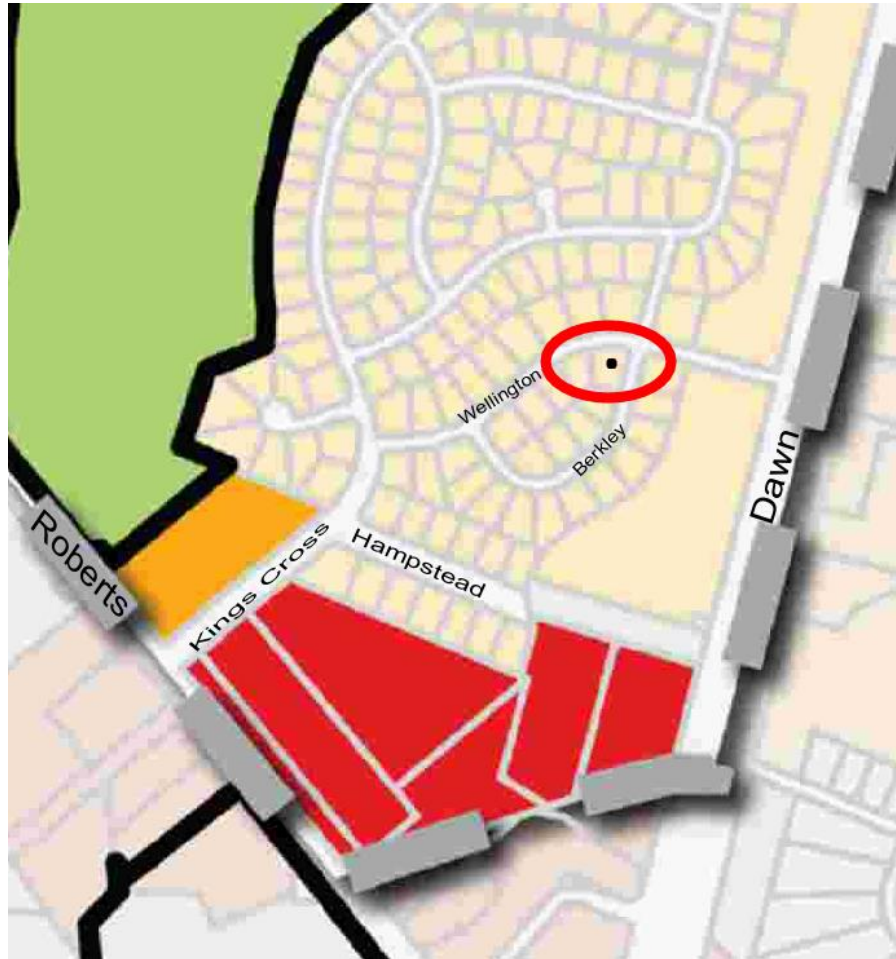
Residence, single-family with accessory apartment. A residential use having the external appearance of a single-family residence but in which there is located a second dwelling unit that comprises not more than twenty-five (25) percent of the gross floor area of the building nor more than a total of seven hundred fifty (750) square feet.

Sec. 35-182. Residential density.

(a) ... Every lot developed as a single-family residence with accessory apartment shall have the number of square feet equal to one hundred thirty-three (133) percent of the minimum required for single-family residences in that district.

Planning & Neighborhood Services

Land Use Plan: The Land Use Plan designates the future use of this parcel as Low Intensity, furthermore, this property is located within precinct 8.



LOW INTENSITY

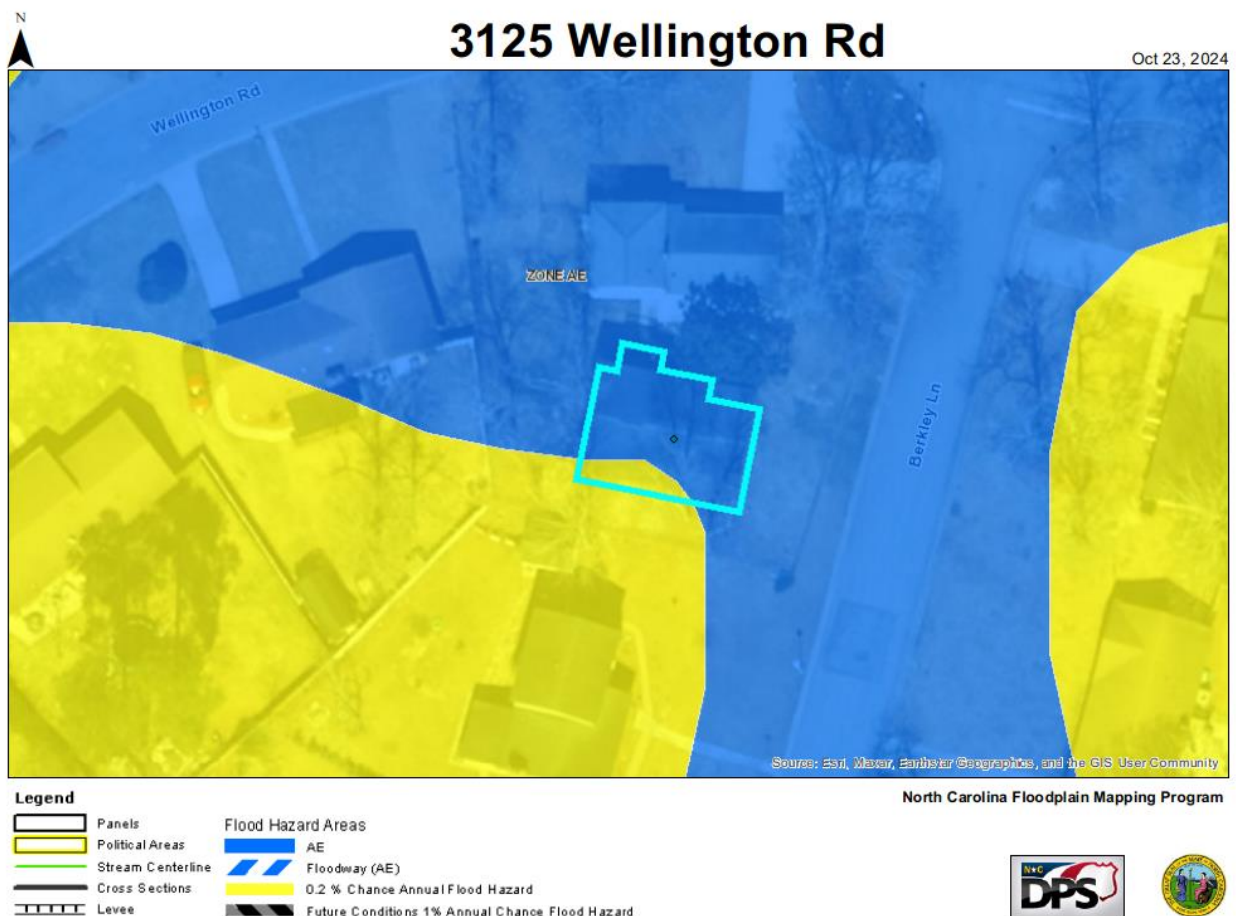
The Low Intensity land use category is intended to accommodate both the preservation and growth of low to medium density neighborhoods (4 to 6 dwelling units / acre) consisting primarily of single family residences, as well as small scale multi-family residential development, such as two and three family dwellings. While primarily residential in character, certain low impact nonresidential uses are appropriate for development within these areas, such as small churches, daycare centers, traditional home occupations and similar uses which will not conflict with the character of these areas when they are situated and developed in a manner that is consistent with an overall low intensity land use pattern.

FLOOD RISK INFORMATION SYSTEM (FRIS) INFORMATION

Flood Zone ‘AE’ 100-YR Flood Zone: Zones AE and A1-A30 are the flood insurance rate zones used for the 1-percent-annual-chance floodplains that are determined for the FIS by detailed methods of analysis. In most instances, BFEs derived from the detailed hydraulic analyses are shown at selected intervals in this zone. Mandatory flood insurance purchase requirements apply.

Shaded Zone X (yellow), not in 100-year floodplain: Shaded Zone X (500-yr floodplain) 0.2 Percent Annual Chance Flood: The flood that has a 0.2% chance of being equaled or exceeded in any given year.

Map Number: 3 3710939200K **Panel Effective Date:** 12/6/2019





Planning & Neighborhood Services

DEVELOPMENT UPON APPROVAL

If this Special Use Permit is granted the applicant must submit site development plans to the City of Lumberton, and other Federal and State Departments, if applicable, for review and approval prior to development. All conditions of the Special Use Permit must be addressed prior to the issuance of a Land Use Permit and/or Certificate of Occupancy (CO).

PLANNING STAFF RECOMMENDATION TO COUNCIL

CPC review the request, referred the petition to the November 19, 2024 Planning Board meeting for their review, and authorized the Planning Director to set the date of the public hearing.

Lumberton City Council

Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: Planning & Neighborhood
Services

Submission Date: 10/30/2024

Subject: Sabrina Leshore-Cummings Special Use Permit K-12 School - 1106 N. Water St -P6

Summary/Background of Subject Matter:

Sabrina Leshore-Cummings is requesting a Special Use Permit for a Christian day school, grades K-12, located at 1106 N. Water St.

Staff Recommendation:

Council review the request, refer the petition to the November 19, 2024 Planning Board meeting for their review, and authorize the Planning Director to set the date of the public hearing.

Signature:

Department:

ATTACHMENTS:

1. Cummings Application and staff report- SUP - CPC

**DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
CITY OF LUMBERTON, NORTH CAROLINA
APPLICATION FOR A SPECIAL USE PERMIT**

TO: THE CITY COUNCIL OF THE CITY OF LUMBERTON

The undersigned hereby respectfully requests that the City Council of the City of Lumberton issue a Special Use Permit as hereinafter described:

1. Applicant:

Owner:

Legal Name: Sabrina O. Leshore-Cummings

Legal Name: Bethel Baptist Church Inc. of Lumberton

Physical Address: 604 N. Chestnut Street

Physical Address: 1106 N. Water Street

Lumberton NC 28358

Lumberton, NC 28358

Mailing Address: PO Box 13

Mailing Address: 130 Canecutter Road

Lumberton NC 28359

Lumberton NC 28358

Telephone: 973-901-6851

Telephone: 910-740-1659 (Joe West, Trustee)

Name of Business: Jirehs Remnant Youth Bible Training Acader y **Business Address:** 1106 N. Water Street Lumberton NC 28358

EMAIL: crossednc@gmail.com

Description of Property:

2. 1106 N. Water Street

2398

283

(Address)

(Deed Book)

(Page)

2

7

(Lower) (Lower)
129.92 Ft - 60.8 Ft

4472 Sq. Ft.

(Map Book)

(Page)

(Frontage)

(Area)

3. **Tax Map Identification (parcel number):** 322705008; 322705006

4. **Proposed Use of Property:** Small Christian 4-Day School

5. **Zoning District Designation of Property:** * Lmbr R7

6. **Development Site Plan:** See Appendix A of Land Use Ordinance.

7. **Notice of Hearing:** All property owners within 150' of the perimeter of the property subject of this Petition must be notified by first class mail. Please attach list of all such property owners as reflected on the current tax Assessor's Roll with current mailing addresses, Taxing Township, Map Number, Block Number, and parcel Number.

8. **Supportive Information:** At the Hearing, you will be responsible for providing information to the City Council to enable it to determine whether the development, if completed as proposed, will comply with the requirements of the Land Use Ordinance. You should be ready to show the following relative to the proposed development:

- a. That it will not materially endanger the public health or safety; and
- b. That it will not substantially injure the value of adjoining or abutting property; and
- c. That it will be in harmony with the area in which it is to be located; and
- d. That it will be in general conformity with the Land Use Plan Thoroughfare Plan, or other plan officially adopted by the City.

9. **Application Fee:** Submit the fee payment with application. The application fee is nonrefundable.

ADDRESS:

10. Briefly describe Applicants intended use of the property (Applicant must attach a detailed business plan, if applicable):

Bethel Baptist Church Inc. of Lumberton will allow Jirehs Remnant Youth Bible Training Academy to operate a small Christian day school housing approximately 60-90 youth grades K-12 on Monday- Thursday from 8am-4pm.

11. Notarized Signatures:

I certify that all of the information presented by the undersigned in this Application is accurate to the best of my knowledge, information and belief.

Applicant: Sabrina O. Leshore-Cummings 604 N. Chestnut Street
Name Physical Address

Applicant: [Signature]
Signature

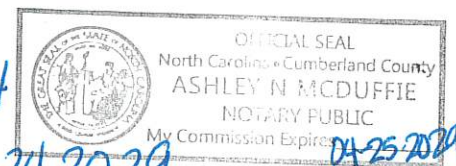
STATE OF North Carolina COUNTY OF Robeson

I, Ashley N McDuffie, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 22nd day of October, 2024

Ashley N McDuffie
Notary Public Signature

My Commission Expires: April 24, 2029



Owner: Bethel Baptist Church Inc. of Lumberton 1106 N. Water Street
Name Physical Address

Owner: [Signature]
Signature

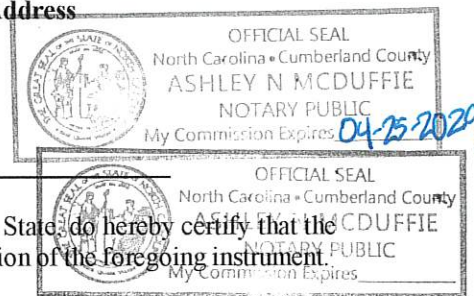
STATE OF North Carolina COUNTY OF Robeson

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WITNESS my hand and Notarial Seal this 22nd day of October, 2024

Ashley N McDuffie
Notary Public Signature

My Commission Expires: April 24, 2029



City of



Lumberton

Planning & Neighborhood Services

Authorization to appear before City Council/Planning Board/Board of Adjustment on the behalf of the property owner(s).

Application File No.: _____

Property address: 1106 N. Water Street Parcel #: 322705008

I, Bethel Baptist Church Inc. of Lumberton (property owner), give

Dr./Mr./Ms. Sabrina O. Leshore-Cummings the authority to appear before City Council/Planning

Board/Board of Adjustment on my behalf.

Authorized Person (print/type full name): Joe West, Trustee Joseph Franklin West

Signature: Joseph Franklin West (Authorized Person)

Authorized Actions: Appear before City Council/Planning Board/Board of Adjustment on property owner's behalf; Answer questions of the board(s) on property owner's behalf; Appear as the applicant.

1. The North Carolina State Bar has opined on more than one occasion, that non-lawyers representing someone else at a quasi-judicial hearing (such as variances and special use permits) constitutes the unauthorized practice of law (The City Attorney can provide copies of these opinions). Simply providing factual or expert testimony as a witness does not violate this rule.
2. If the applicant is not present and the representative does not have sufficient knowledge regarding the application to satisfy the Planning Board or Board of Adjustment, this may cause the request to the tabled or denied.

I, the undersigned, (owner of the above described property), do hereby acknowledge: (1) that I give authority to the authorized person listed above to appear before City Council/Planning Board/Board of Adjustment on my behalf, (2) that this authorization will not waive my rights as the property owner.

STATE OF North Carolina COUNTY OF Robeson

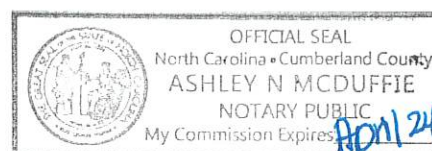
I, Ashley N McDuffie, a Notary Public in and for said County and

State, do hereby certify that Joseph Franklin West personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 22nd day of October, 2024.

Ashley N McDuffie
Notary Public

My Commission Expires: April 24 2029



City of *Lumberton*

Planning & Neighborhood Services

Special Use Permit

1106 N. Water St.

Date of Application Submittal:

PETITIONER(S):	OWNER(S):
Sabrina O. Leshore-Cummings 604 N. Chestnut St. Lumberton, NC 28358	Bethel Baptist Church Inc. of Lumberton 1106 N. Water St. Lumberton, NC 28358

Special Use Permit Request: Sabrina Leshore-Cummings is requesting a Special Use Permit for a Christian day school Jirehs Remnant Youth Bible Training Academy, grades K-12, operating Mon-Thurs. 8am-4pm. located at 1106 N. Water St (parcel # 322705008 & 322705006, deed book 2398, pg. 283).

LOCATION:



City of *Lumberton*

Planning & Neighborhood Services

ZONING DISTRICT:



Planning & Neighborhood Services

PARCEL INFORMATION

Owner	Parcel #(s)	Zoning	Area	Limits of Construction
Bethel Baptist Church	322705008 & 322705006	R-7 Residential Single/Two Family	0.31 acre .25 acre	0.31 acre .25 acre

ADJACENT PROPERTY SITE DATA

	Zoning	Land Use
Subject Property	R-7, Residential single family	Existing Church. Proposed use Christian School
North	R-7, Residential single/-family	Single Family Residence
South	R-7, Residential single-family	Multi-Family/Apartments Town Village Apartments
East	R-7, Residential single-family	Single Family Residence
West	R-7, Residential single-family	Single Family Residence

STAFF ANALYSIS

PROJECT OVERVIEW

Analysis: Sabrina Leshore-Cummings is requesting a Special Use Permit for a Christian day school Jirehs Remnant Youth Bible Training Academy, grades K-12, operating Mon-Thurs. 8am-4pm. located at 1106 N. Water St (parcel # 322705008 & 322705006, deed book 2398, pg. 283).

PLANNING & ZONING

Setback and Lot Size (General to R-15 Zoning District):

Zoning District	Min. Lot Size	Min. Lot Width	Min. Front Setback (right of way)	Min. Side & Rear Setbacks	Minimum Height
R-7	7,000 11,000 for duplex	70'	20'	8'	35'

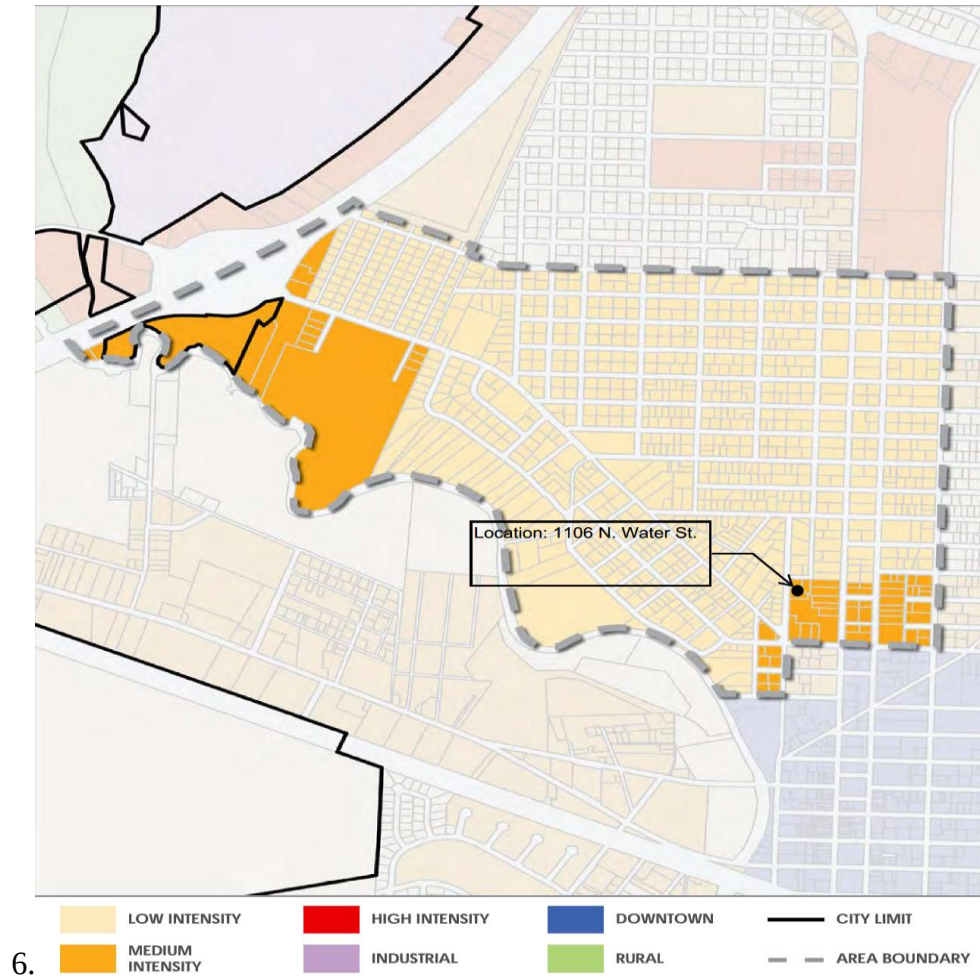
Planning & Zoning Analysis

The property currently has a church. The applicant would like to operate a Christian school at the church facility. Use 5.110 Elementary and secondary schools (including associated grounds and athletic and other facilities) require a special use permit in the R-7 zoning district.

City of Lumberton

Planning & Neighborhood Services

Land Use Plan: The Land Use Plan designates the future use of this parcel as Medium Intensity, furthermore, this property is located within precinct 6.



MEDIUM INTENSITY

The Medium Intensity land use category is intended to accommodate medium density residential development (up to 10 dwelling units / acre), including both single family residences and larger scale multi-family dwellings. This land use category is also intended to accommodate the use and development of land for medium intensity nonresidential uses, such as churches, schools, neighborhood scale retail, professional offices and similar uses when sited in a manner that does not negatively impact adjoining residential uses located within this or an adjacent lower intensity land use category. In general, these areas are intended to provide a transition between low and high intensity land uses, as well as to facilitate redevelopment in areas where increased density and/or intensity of use is desired.

FLOOD RISK INFORMATION SYSTEM (FRIS) INFORMATION

Flood Zone X-Not in 100-Year Floodplain: Zone X is the flood insurance rate zone that corresponds to areas outside the 0.2% annual chance floodplain, areas within the 0.2% annual chance floodplain, and to areas of 1% annual chance flooding where average depths are less than 1 foot, areas of 1% annual chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone.

Map Number: 3710939100K **Panel Effective Date:** 12/6/2019



DEVELOPMENT UPON APPROVAL

If this Special Use Permit is granted the applicant must submit site development plans to the City of Lumberton, and other Federal and State Departments, if applicable, for review and approval prior to development. All conditions of the Special Use Permit must be addresses prior to the issuance of a Land Use Permit and/or Certificate of Occupancy (CO).

PLANNING STAFF RECOMMENDATION TO COUNCIL

Council review the request, refer the petition to the November 19, 2024 Planning Board meeting for their review, and authorize the Planning Director to set the date of the public hearing.

Lumberton City Council

Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Manager

Submission Date: 10/31/2024

Subject: Carolina Civic Center Annex - Project Change Orders

Summary/Background of Subject Matter:

During the initial few weeks of the Carolina Civic Center Annex project, several below grade issues were encountered which required adjustments to the construction contract. Most notably was the presence of existing footings/foundations from pre-existing buildings which had been removed as part of a prior project. The General Contractor also encountered soils contaminated with petroleum, most likely from a pre-existing underground storage tank. Other items of note are the elective rerouting of a fire line and sanitary sewer line due to more convenient connections in Chestnut and 3rd Streets. Also, we will be increasing the thickness of the alleyway concrete to 6" in order to accommodate Electric Utilities Department access to the transformers located immediately behind Taylor's Insurance. There are also various "value engineering" adjustments which are noted, to reduce scope and keep the overall project change orders within the available project contingency.

Staff Recommendation:

Staff recommends that City Council approve the attached set of change orders to the Carolina Civic Center Annex project and authorize funding from the project contingency and the electrical fund (thickened concrete slab).

Signature:

Department:

ATTACHMENTS:

1. CCC-Lumberton NC- DCS COR #03- Subcontractor proposal for additional 6 inch underground fire water main extension-10-9-24
2. CCC- Lumberton NC- Fire Sprinkler Submittal-Site Plan-Sent to AOR-08-29-24_markup
3. CCC- Lumberton NC- Revised Subcontractor pricing for COR # 04- Water-Sewer revisions for P1.1-10-29-24
4. CCC- Lumberton NC- DCS Revised COR # 04- Plumbing revisions per P1.1 revision received from AOR on 10-3-24-10-29-24
5. CCC-Lumberton NC- Sitework-Subcontractor pricing-change 4 inch concrete to 6 inch with WWF at rear of building-10-15-24
6. CCC- Lumberton NC- Red line plan showing 6 inch concrete drive for heavy duty power truck-9-27-24
7. CCC- Lumberton NC- DCS COR # 06- Revise rear concrete pad to 6 inches per red line plan-10-15-24
8. CCC- Lumberton NC- DCS COR # 03- Additional cost for 160 ft of underground fire

- water main extension per revision received on 10-3-24
9. CCC-Lumberton NC- Subcontractor Back Up for Contaminated Soil Removal-10-28-24_1
 10. CCC-Lumberton NC - ECS Proposal testing-reporting contaminated soil removal-10-28-24
 11. CCC- Lumberton NC- DCS COR # 07- Test-Lab-Report-Removal-Storage-Haul Off site Contaminated Soils-10-28-24
 12. 5113-D Carolina Civic Center CMT_SI Proposal-10-16-24
 13. CCC- Lumberton NC- DCS COR # 08- ECS construction materials testing proposal-estimate-10-16-24
 14. CCC- Lumberton NC- Plan Sheet S3- Confirm CMT Scope-10-15-24



1989 Wilmington Hwy. Fayetteville, NC 28306

Phone: 910.676.8426

Fax: 910.745.8396

trinityestimate@gmail.com

PROPOSAL

Dave's Construction Service Inc.

Date: 10/9/2024

Change Order No. 3

Subcontract No.

Attention: Randy Nance

Date of Contract:

Job No. N/A

Job Name: Carolina Civic Center

Job Location: Lumberton, NC

Re: Fire Line Extension

Change in work scope as follows:

Trinity Plumbing & Site Work will extend the fire line to 3rd street per mark plan. The footage is 180 feet from the building. No credit will be given as in the base bid we had 20 feet of ductile iron for the fire line going to the ally so I just deducted 20 feet from the new plan and added 160 feet for the change order. Cutting of the road way and patching back the pavement has been added into the change order. The plan provided by AOR was not to scale. Pricing is based off field measures from existing water main marked by City of Lumberton Water Department on E 3rd Street to new fire riser room location

A unit price of \$127.36 per foot includes material, labor, cutting of 3rd street, and patching back 3rd street.

The lead time for the ductile iron is a week out from time of approval. This part of the project will take 10-14 days. Weather permitting. This pricing is based off work being completed while onsite to install original 20 feet of fire line in original scope of work. If not approved to allow installation coordination, additional cost may be requested due to additional general conditions.

Note: This revision becomes part of, and in conformance with, the existing subcontract. We agree hereby to make changes as specified above...

AMOUNT OF THIS CHANGE ORDER: \$ 22,924.80

ACCEPTED: The above prices and specifications of this change order are satisfactory and are accepted. All work to be performed under same terms and conditions as specified in original subcontract unless otherwise stipulated.

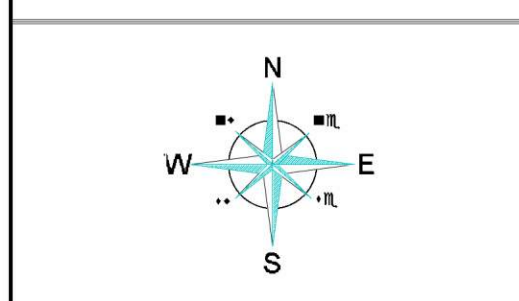
Subcontractor: Trinity Plumbing

Submitted by: Adam Daughety Date: 10/9/2024

Accepted by: _____ Date: _____

PROPRIETARY DOCUMENT

IN THE NATURE OF TRADE SECRETS, THIS DRAWING AND THE DESIGNS THEREON ARE THE PROPRIETARY, CONFIDENTIAL INFORMATION OF BVS SYSTEMS INC. THEY SHALL NOT BE DUPLICATED, USED, OR DISCLOSED TO OTHERS EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT OR WITHOUT WRITTEN PERMISSION OF BVS SYSTEMS INC. ALL REPRODUCTIONS SHALL BEAR THIS NOTICE



MATERIAL SPECIFICATION	
PIPE:	☐ DOMESTIC ☒ IMPORT
LINES:	1" = SCH 40 1 1/2" & LARGER = SCH 10
MAINS:	SCH 10
FITTINGS:	☐ DOMESTIC ☒ IMPORT
THD:	CAST IRON
GRV:	FIRELOCK
COUPLING:	1-1/2"-4" VIC #009, 6"-8" VIC #005
FLANGED:	125#
HANGERS:	PER NFPA-13
BY BVS:	
BY OTHERS:	
	BACKFLOW PREVENTER
	FIRE CAULKING
	PIPE LABELS: ☐ YES ☒ NO
	SLEEVES: ☐ ALL WALLS ☒ FIRE WALL
	UNDERGROUND
	PAINTING
	HOISTING
	ALARM WIRING
	ELECTRICAL WIRING
	FIRE EXTINGUISHERS
	N/A FIRE PUMP
1'-0" A.F.F.	BVS CONTRACT STARTS
YES	HEADS CENTER OF TILE
REVIEW AGENCIES	
BRANTLEY JACKSON / AHJ	
910.671.3841	

CAROLINA CIVIC CENTER

HISTORIC THEATER

NEW ADDITION

315 N. CHESTNUT STREET

LUMBERTON, NC 28358

REVISIONS					
1	2	3	4	5	6

BVS SYSTEMS

18525-D7 STATESVILLE RD.
P.O. BOX 1520
CORNELIUS, NC 28031
P: 704.896.9989
F: 704.896.1935

SITE UTILITY PLAN

DRAWN BY: B. Harris
SCALE: NOTED
DATE: 8/28/24

GC: DAVE'S CONST.
SHEET NO.:
JOB NO.:
PHONE: 336.623.9906
FPI gage: 17305222

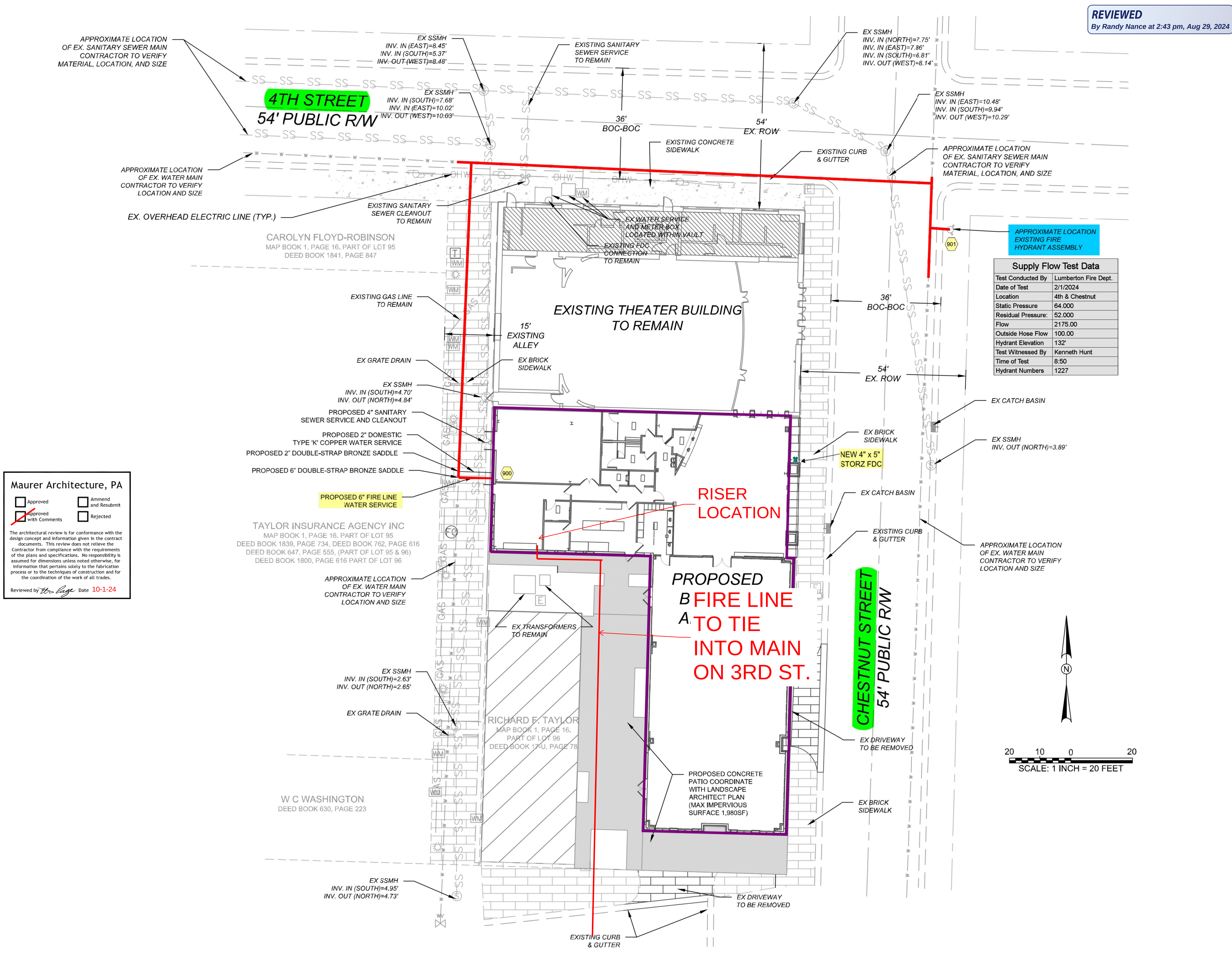
Maurer Architecture, PA

☐ Approved ☐ Amend and Resubmit

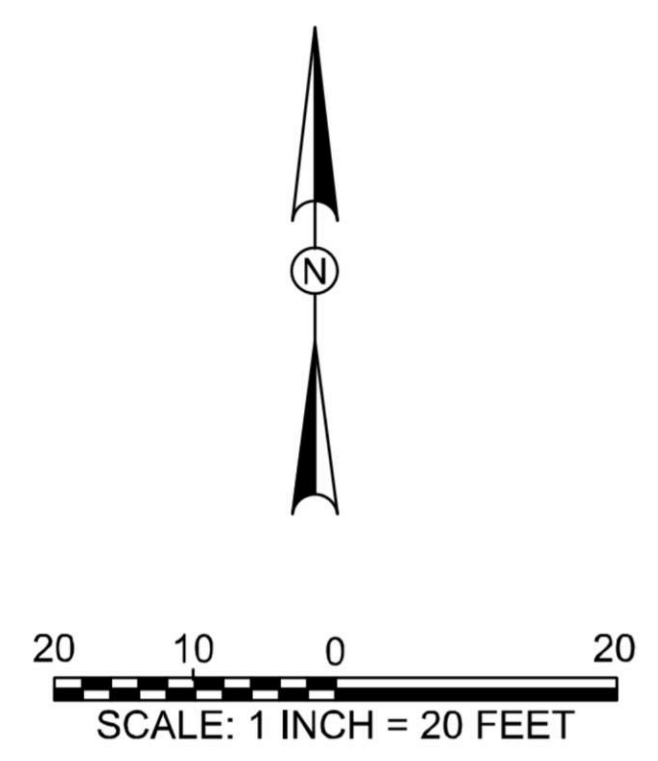
☒ Approved with Comments ☐ Rejected

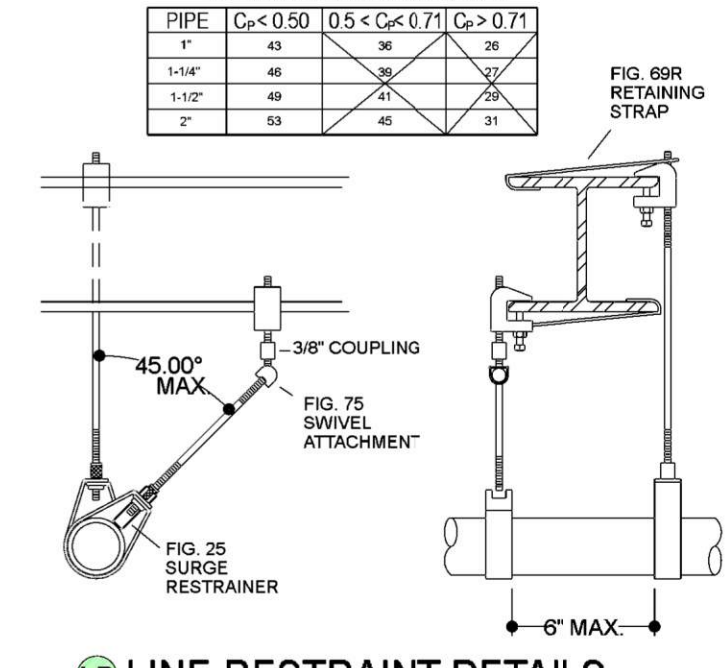
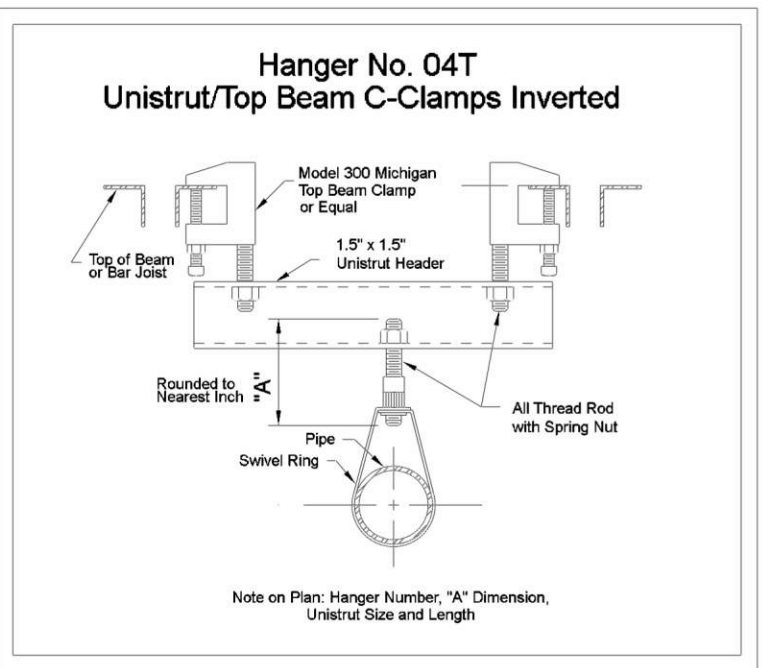
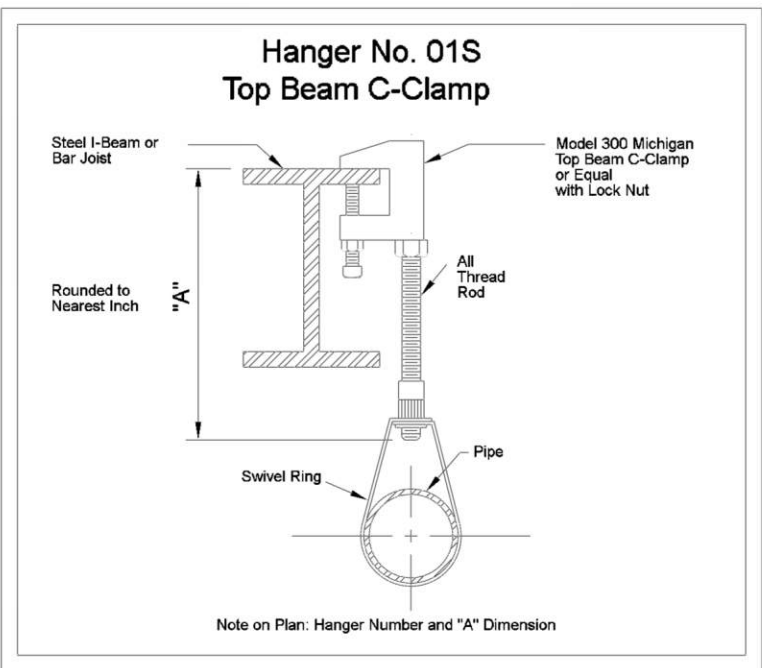
The architectural review is for conformance with the design concept and information given in the contract documents. This review does not relieve the Contractor from compliance with the requirements of the plans and specifications. No responsibility is assumed for dimensions unless noted otherwise, for information that pertains solely to the fabrication process or to the techniques of construction and for the coordination of the work of all trades.

Reviewed by *the hage* Date 10-1-24



Supply Flow Test Data	
Test Conducted By	Lumberton Fire Dept.
Date of Test	2/1/2024
Location	4th & Chestnut
Static Pressure	64.000
Residual Pressure	52.000
Flow	2175.00
Outside Hose Flow	100.00
Hydrant Elevation	132'
Test Witnessed By	Kenneth Hunt
Time of Test	8:50
Hydrant Numbers	1227





SEISMIC BRACING LEGEND

SB-1 LATERAL BRACE (40'-0" MAX SPACING / 6'-0" MAX. FROM END)

SB-1.1 LONGITUDINAL BRACE (80'-0" MAX SPACING / 40'-0" MAX. FROM END)

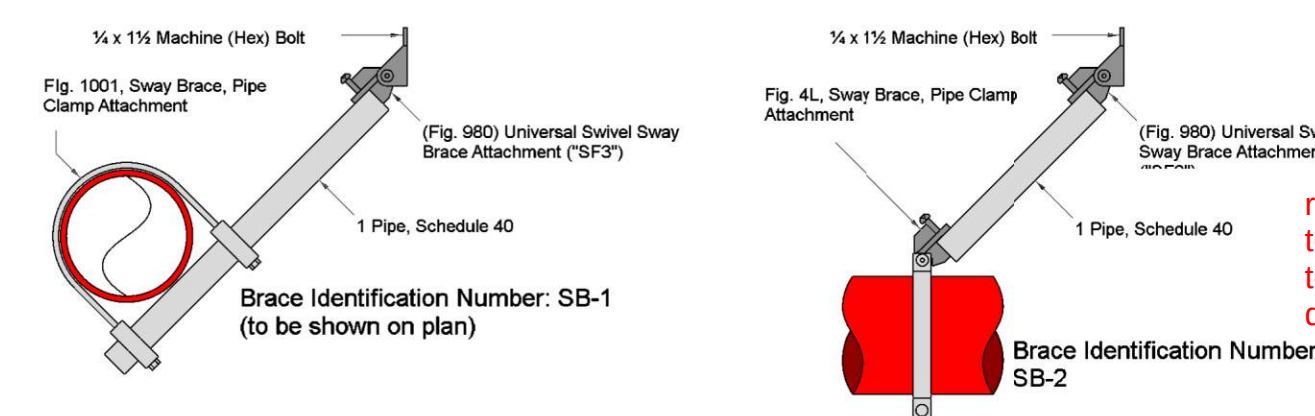
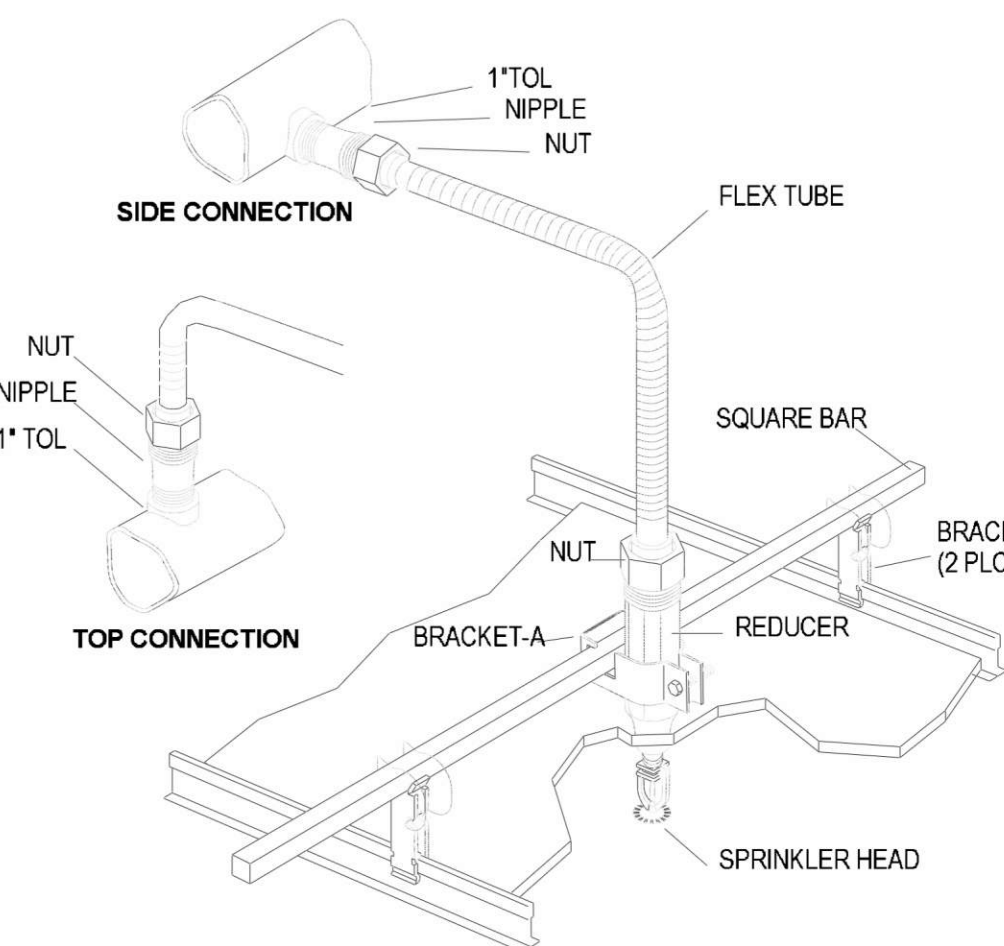
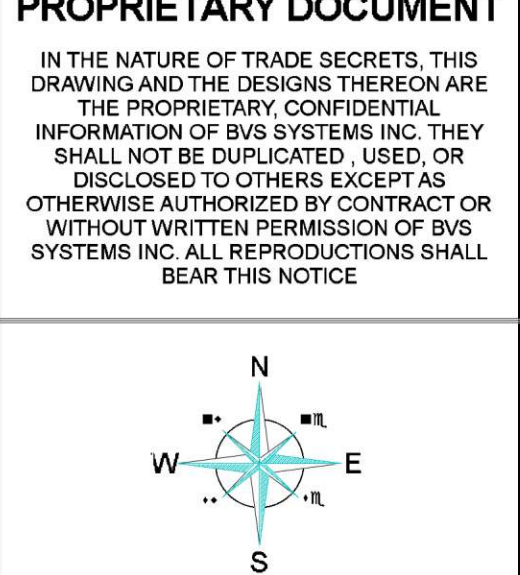
+ 4-WAY BRACE (TOP OF ALL RISERS)

ALL BRACES SHALL BE 1" DIA. SCH 40 PIPE U.N.O. INSTALL RETAINER STRAPS ON ALL PIPING BEAM CLAMPS. INSTALL LINE RESTRAINTS SPACED PER ATTACHED TABLE. INSTALL FLEX COUPLINGS AT TOP & BOTTOM OF ALL RISERS & DROPS OVER 15', AND WITHIN 12" ON EITHER SIDE OF MASONRY WALLS. (MAINS ONLY)

Sprinkler Legend

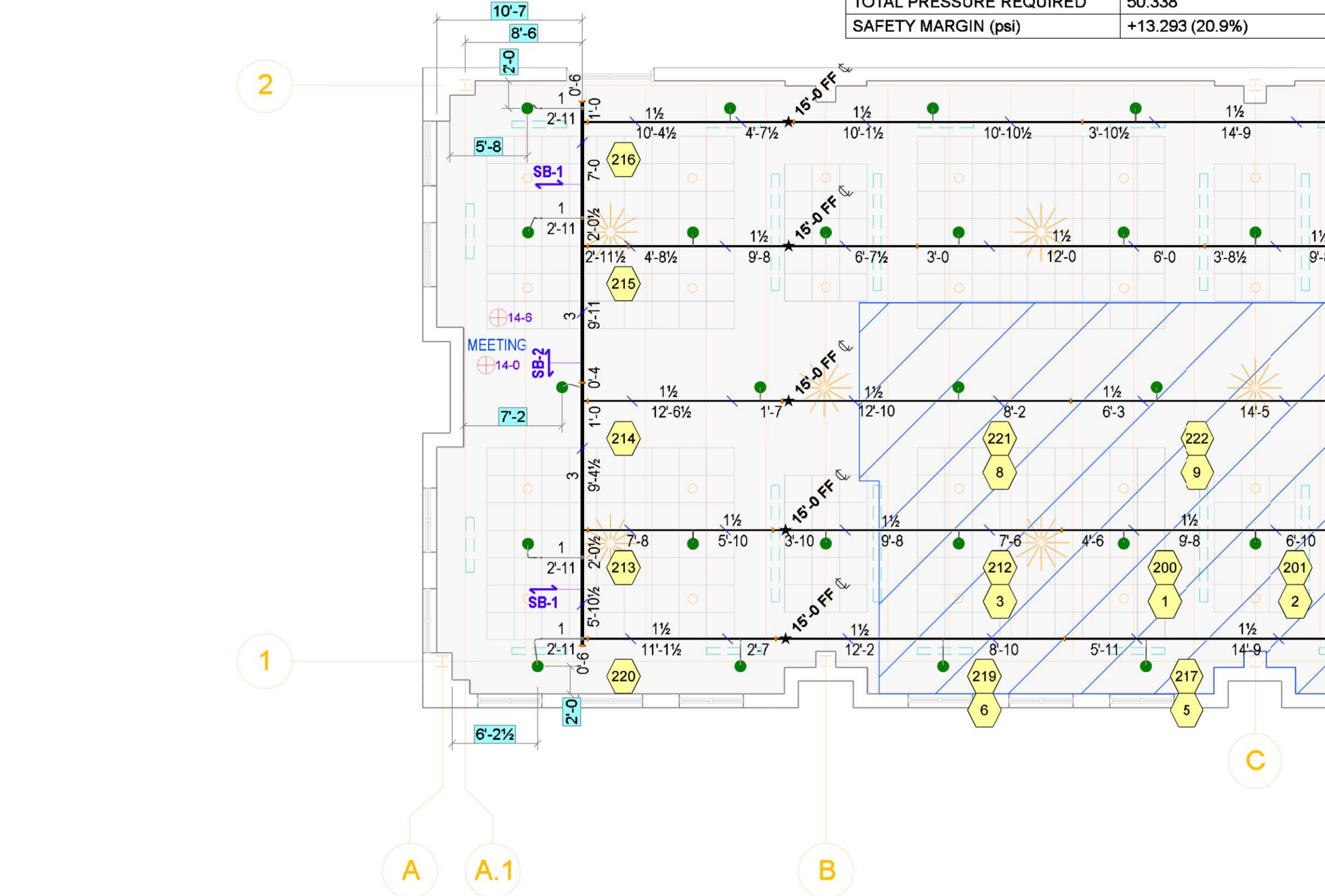
Symbol	SIN	Quantity	K-Factor	Type	Size	Response	Finish	Temp
●	V3802	47	5.6	Pendent	1/2"	Quick	Brass	155 °F
○	V2708	5	5.6	Pendent	1/2"	Quick	Chrome	155 °F
⊗	V2708	6	5.6	Pendent	1/2"	Quick	Chrome	200 °F
⊙	V2704	11	5.6	Upright	1/2"	Quick	Brass	155 °F
△	V2704	12	5.6	Upright	1/2"	Quick	Black Polyester	155 °F
Total = 81		** CONCEALED HEADS HAVE WHITE COVER PLATES **						

- GENERAL NOTES**
- THE DESIGN AND INSTALLATION OF THIS SPRINKLER SYSTEM SHALL BE IN STRICT ACCORDANCE TO NFPA 13, 2013 EDITION.
 - ALL ABOVE GROUND PIPE SHALL BE FLUSHED PER NFPA-13, 2013 EDITION.
 - ALL NEW PIPING SHALL BE HYDROSTATICALLY TESTED @ 200 PSI FOR A MINIMUM OF 2 HOURS.
 - FLUSHING CONNECTIONS = GROOVED CROSS MAIN CAPS.
 - SPARE HEAD BOX TO BE PROVIDED WITH NEW SPRINKLER HEADS OF TYPE INSTALLED W/ WRENCH.
 - ALL HANGERS SHALL BE INSTALLED AS REQUIRED BY NFPA 13, 2013 EDITION.
 - TRAPEZE HANGERS (IF APPLICABLE) TO BE PLACED AT BAR JOIST PANEL POINT.
 - ALL MAIN OUTLETS ARE TO BE SHOP WELDED WITH GROOVED FITTINGS.
 - THE BUILDING OWNER SHALL MAINTAIN A MINIMUM 40°F IN ALL AREAS OF THE WET SPRINKLER SYSTEM PIPING TO PREVENT FREEZING.
 - ALL UNDERGROUND PIPING, ELECTRICAL WIRING, MONITORING, AND FIRE ALARM PANEL REQUIREMENTS ARE DONE BY OTHERS.
 - AUXILIARY DRAINS SHALL BE IN ACCORDANCE WITH NFPA 13, 2013 EDITION.

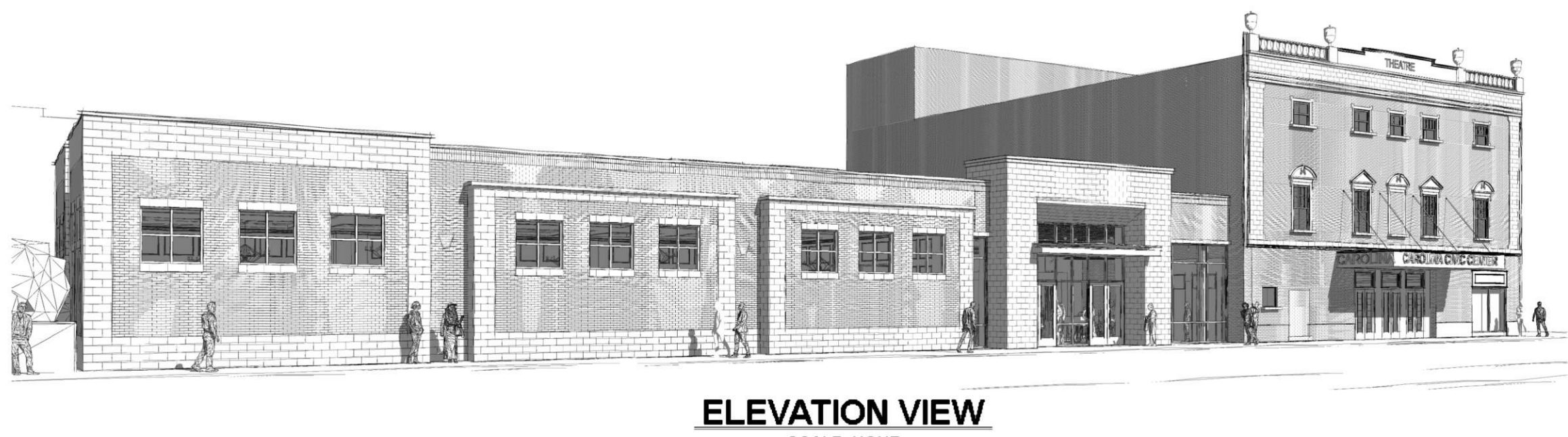
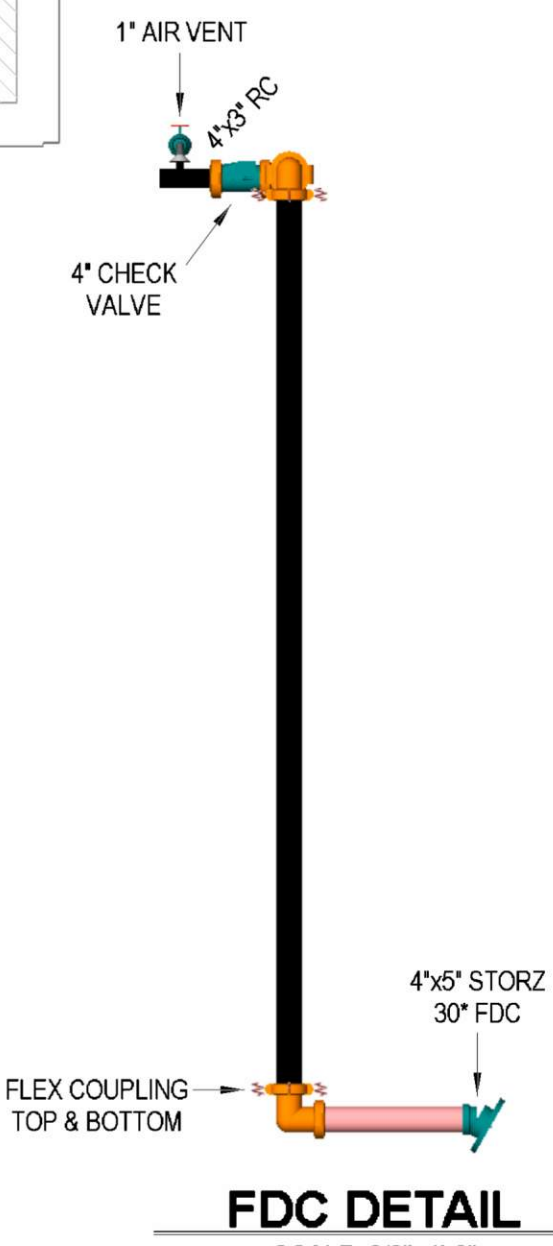
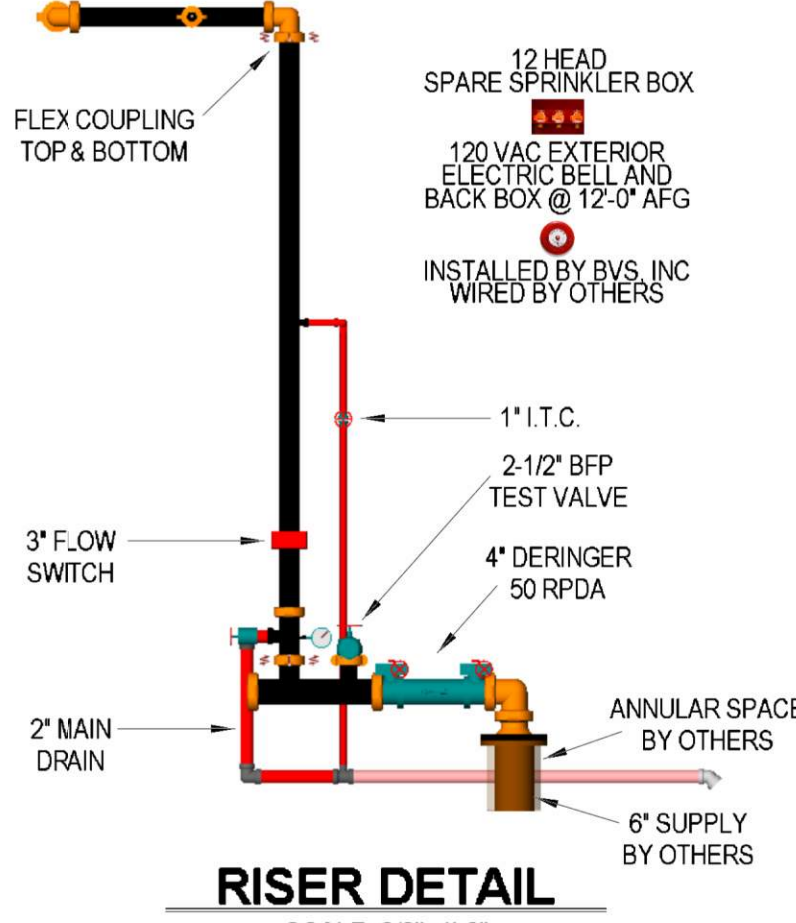
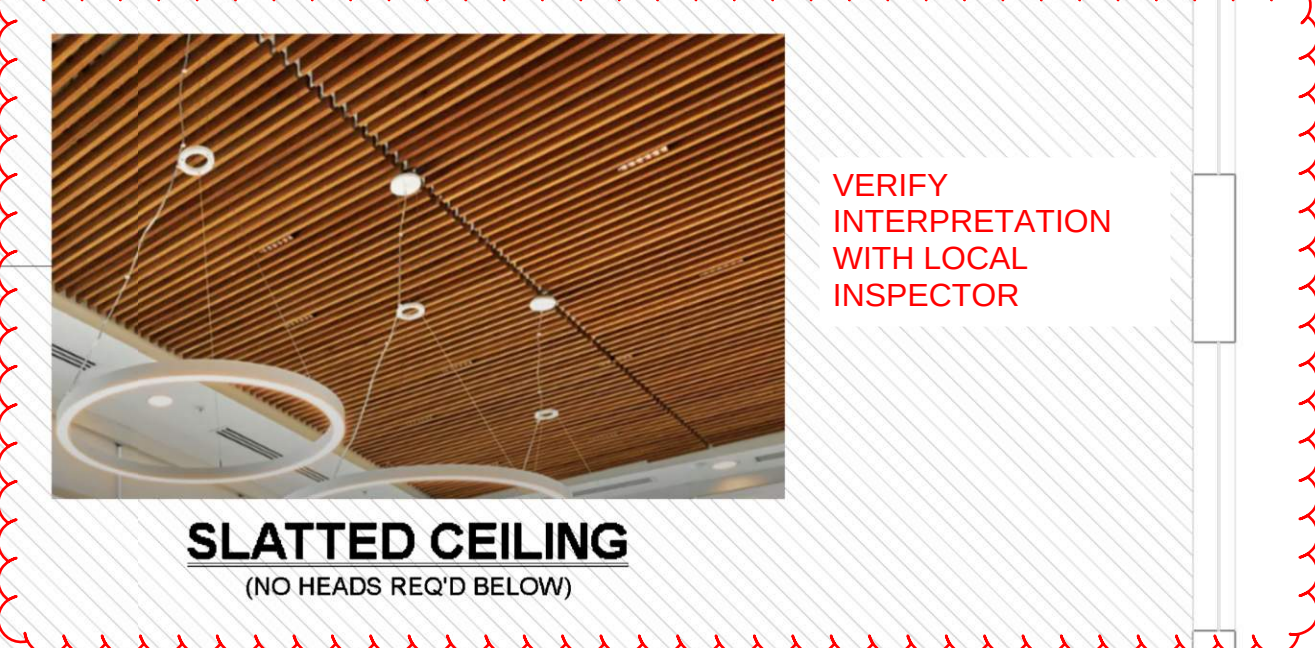


Hydraulic Information

OCCUPANCY CLASSIFICATION	Light Hazard
DENSITY (gpm/ft²)	0.10 for 1500 ft² (Actual 1206 ft²)
QUICK RESPONSE REDUCTION	14'-6" Ceiling (33.3%) 1001 ft²
TOTAL HOSE STREAMS	100.00
TOTAL HEADS FLOWING	10
K-FACTOR	5.6
TOTAL WATER REQUIRED	331.03
TOTAL PRESSURE REQUIRED	50.338
SAFETY MARGIN (psi)	+13.293 (20.9%)



PLAN VIEW
SCALE: 1/8"=1'-0"
TOTAL SQ. FT. 8,295
TOTAL HEADS: 81



NIJET CERT. NO. 128476
LEVEL III
SUBFIELD: WATER BASED
EXPIRATION DATE 3/1/2025
NAME: Brian S. Harris
SIGNATURE: [Signature]

CAROLINA CIVIC CENTER
HISTORIC THEATER
NEW ADDITION
315 N. CHESTNUT STREET
LUMBERTON, NC 28358

REVISIONS

NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	

BVS SYSTEMS
18525-D7 STATESVILLE RD.
P.O. BOX 1520
CORNELIUS, NC 28031
P: 704.896.9989
F: 704.896.1935

FIRE SPRINKLER PLAN

DRAWN BY: B. Harris
SCALE: NOTED
DATE: 8/28/24
GC: DAVIS CONST.
PHONE: 336.673.9906
SHEET NO.: 17
JOB NO.: 17-000002-02



10-1-24

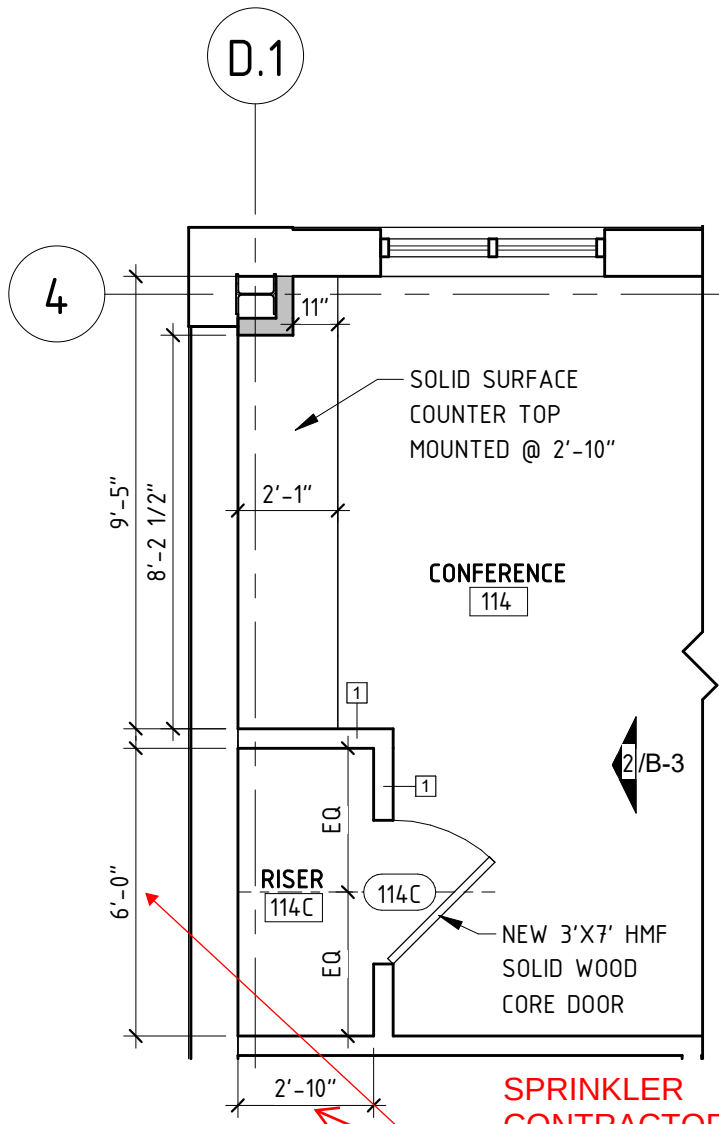
M
MAURER
architecture
919 829 4969

BULLETIN 3 - RISER/CONF. ROOM

CAROLINA CIVIC CENTER ADDITION

09/30/24

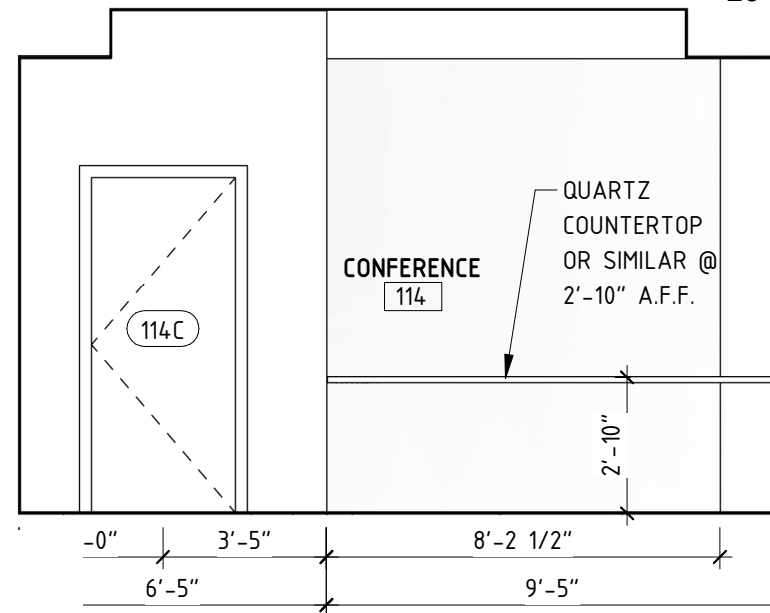
B-3



ENLARGED P

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

SPRINKLER
CONTRACTOR TO
VERIFY RISER ROOM
SIZE PROVIDES
REQUIRED CLEARANCES



CONFERENCE ROOM ELEV.

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



1989 Wilmington Hwy. Fayetteville, NC 28306
Phone: 910.676.8426
Fax: 910.745.8396

trinityestimate@gmail.com

PROPOSAL

Dave's Construction Service Inc

Date: 10/29/2024

Change Order No. Revised 4

Subcontract No.

Attention: Randy Nance

Date of Contract:

Job No. N/A

Job Name: Carolina Civic Center

Job Location: Lumberton, NC

Re: Water/Sewer Revisions per revised P1.1

Change in work scope as follows:

Trinity will reroute the water and sewer line to the side of the building and stub out 5 feet from the building on Chestnut Street side. The tie in material we already have figured in our base bid had already been ordered and shipped in. We can delivery this material to the site for the city to use or if we return this material then they may be a restocking fee. Trinity did not figure material for crossing under Chestnut Street. Only stopping 5 feet from the building where the city will then continue on from there. Updated plans call for two additional downspout nozzles.

In the base bid I had 45 feet of 2" water for inside of the building. With the new layout it will take an additional 55 feet to run across up and across the lobby and down the wall to get outside of the building. We exclude the painting of this water line. This line will have to insulated as well. The fiberglass insulation can be painting once it is installed. Same for the sewer line an additional 50 foot of 4" PVC will be needed to make it across the lobby area. A credit of \$550.00 is given for material for roof drain and cutting and of concrete for fire line, domestic waterline, and sewer.

Note: This revision becomes part of, and in conformance with, the existing subcontract. We agree hereby to make changes as specified above...

AMOUNT OF THIS CHANGE ORDER: \$ 7,410.83

ACCEPTED: The above prices and specifications of this change order are satisfactory and are accepted. All work to be performed under same terms and conditions as specified in original subcontract unless otherwise stipulated.

Subcontractor: Trinity Plumbing

Submitted by: Adam Daughety

Date: 10/29/2024

Accepted by: _____

Date: _____

ITEM #	DESCRIPTION	CLASSIFICATION	RATE/HOUR	MAN/HOURS	TOTAL	
1	Water Line	MECHANIC	\$ 50.00	23.97	\$ 1,198.50	
		HELPER	\$ 20.00	23.97	\$ 479.40	
					SUBTOTAL	\$ 1,677.90
2	Sewer Line	MECHANIC	\$ 50.00	10.07	\$ 503.50	
		HELPER	\$ 20.00	10.07	\$ 201.40	
					SUBTOTAL	\$ 704.90
3		MECHANIC	\$ 50.00		\$ 0.00	
		HELPER	\$ 20.00		\$ 0.00	
					SUBTOTAL	\$ 0.00
					GRAND TOTAL LABOR	\$ 2,382.80

ITEM #	DESCRIPTION	LABOR	M. RENT	MATERIAL
1	Water Line and Sewer Lines	\$2,382.80	\$0.00	\$2,832.50
2	Sewer Line	\$0.00	\$0.00	\$0.00
3		\$0.00	\$0.00	\$220.00
4	Downspout Nozzles	\$100.00	\$0.00	\$682.00
5		\$0.00	\$0.00	\$0.00
	Credit for storm piping and concrete			
6	Cutitng	\$0.00	\$0.00	-\$550.00
7	TRUCK CHARGE \$35/DAY	\$0.00	\$0.00	\$0.00
		MATERIAL		\$3,184.50
		MACH. RENT		\$0.00
		SALES TAX		\$222.92
		LABOR		\$2,482.80
		LABOR BURDEN		\$446.90
		PERMITS		\$0.00
			=====	
		SUB TOTAL		\$6,337.12
		P & O		\$633.72
			=====	
		SUB TOTAL		\$6970.84
		INSULATION (SUB)		\$400.00
		P & O		\$20.00
			=====	
		SUB TOTAL		\$7,410.84
		BOND		\$0.00
			=====	
		TOTAL		\$7,410.83
		TOTAL ROUND		\$7,410.83

Item #	Item Name	Quantity	Price 1	Ext Price 1	Bid Lbr	Bid Lbr Ext
pvc ug->Combined->Combined				<u>\$402.43</u>		<u>10.07</u>
CONSUMABLES				<u>\$6.01</u>		<u>1.25</u>
23,195	4" ALL PURPOSE PVC JOINT PRIMER	12.52	\$0.24	\$3.01	0.05	0.63
23,213	4" CLEAR PVC JOINT GLUE	12.52	\$0.24	\$3.01	0.05	0.63
PVC				<u>\$396.42</u>		<u>8.82</u>
183	4 PIPE-SCH 40 PVC DWV	100	\$3.76	\$376.13	0.07	7
3,866	4 SCH 40 PVC DWV COUPLING	4.04	\$5.02	\$20.30	0.45	1.82
copper water->Combined->Combined				<u>\$2,429.59</u>		<u>23.97</u>
CONSUMABLES				<u>\$7.78</u>		<u>0.19</u>
23,312	2" 95/5 SOLDER JOINT	19.46	\$0.40	\$7.78	0.01	0.19
COPPER				<u>\$2,366.76</u>		<u>16.7</u>
1,055	2 L-HARD COPPER TUBE	100	\$22.00	\$2,200.00	0.12	12
4,501	2 90 ELBOW CxC	4	\$16.80	\$67.20	0.49	1.96
4,782	2 TEE CXCXC	1	\$45.00	\$45.00	0.71	0.71
4,931	2 COUPLING CXC	4.23	\$12.90	\$54.56	0.48	2.03
HANGERS				<u>\$55.05</u>		<u>7.07</u>
25,254	3/8 GALV ALL THREAD ROD	25.38	\$0.39	\$9.93	0.06	1.52
25,304	3/8 GALV HEX NUTS	16.92	\$0.17	\$2.87	0.02	0.34
25,331	3/8 GALV WASHER	16.92	\$0.08	\$1.40	0.02	0.34
25,376	3/8 BEAM CLAMP W/LOCKING NUT	12.69	\$1.24	\$15.73	0.18	2.33
25,602	4 CLEVIS HGR.--GAL.	12.69	\$1.98	\$25.11	0.2	2.54
				<u>\$2,832.02</u>		<u>34.04</u>

Dave's Construction Service, Inc.

P.O. Box 2215 / Eden, NC 27289-2215

1416 Washington Street
Eden, NC 27288
Phone (336) 623-9906 Fax (336) 623-5026

TO:

City of Lumberton
Carolina Civic Center- Addition

ChangeOrder

Revised COR #04

Original Date October 9, 2024

Revised Date **29-Oct-24**

Quotation valid until: 15 days

Prepared by: Randy Nance

Job Location:

Carolina Civic Center Addition
315 Chestnut Street
Lumberton NC 28358

We hereby submit specifications and estimates for:

Cost to make plumbing revisions per revised P1.1 received from AOR on 10/3/24. \$7,410.83
Relocate service entrance location for water main and sewer main to the front of the new addition. Includes credit for sawing removal concrete per new water/sewer connections be at front of the building. Water and sewer only being 5' outside of the front of the building. All final connections being completed by City of Lumberton Utility Department direct.
Original 2" double strap bronze saddle will be delivered to the site so City of Lumberton Utility Department can use for final connection.
Will add (1) day to project schedule.

See attached subcontractor back up documentation.

Subtotal	\$7,410.83
Profit & Overhead 15%	\$1,111.63
Total	\$8,522.46

We Propose hereby to furnish material, labor, etc. - complete in accordance with the above specifications, for the sum of:

Grand Total: Eight Thousand Five Hundred Twenty Two Dollars & Forty Six Cents.

Payment to be made as follows:

Per payment terms of contract

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado, and any other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Signature:

Date of Acceptance: _____

**If you have any questions concerning this quotation, contact Randy Nance
by Phone: (336)613-4835 or E-mail: rnance@dcsdave.com**



10/15/24

Carolina Civic Center- Lumberton NC
Change Order for Additional Concrete Scope

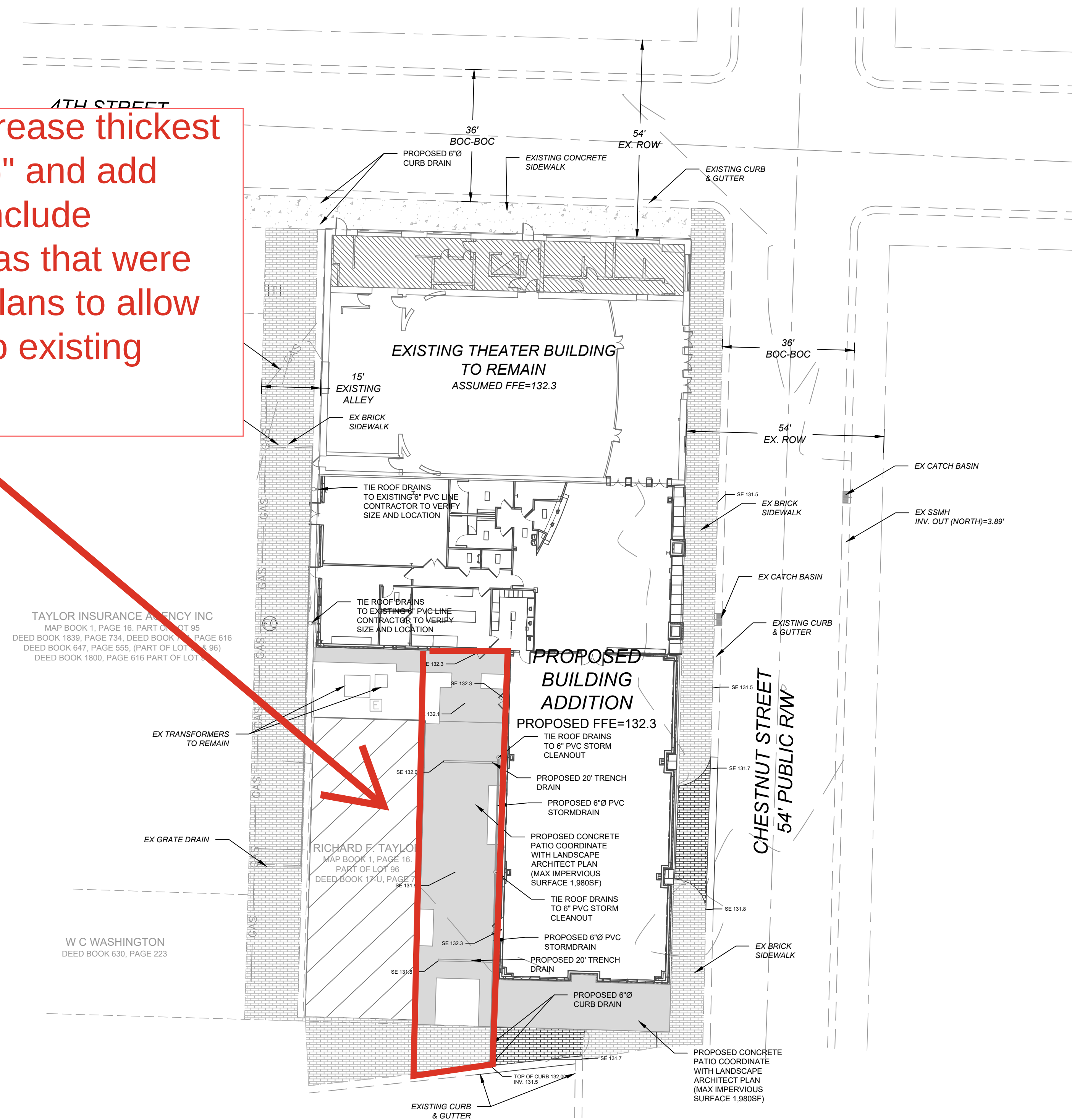
- 1- Add to change the original concrete paving at the rear of the building from 4" thick to 6" thick with WWF per the attached red line plan.

Total Cost: \$ 14,300.00

This will add 2 days to original installation schedule.

Adam Daughety
Estimator
Trinity Plumbing and Site Work, LLC

Provide proposal to increase thickest of original concrete to 6" and add WWF reinforcing and include additional concrete areas that were not shown on original plans to allow access for side street to existing transformer.



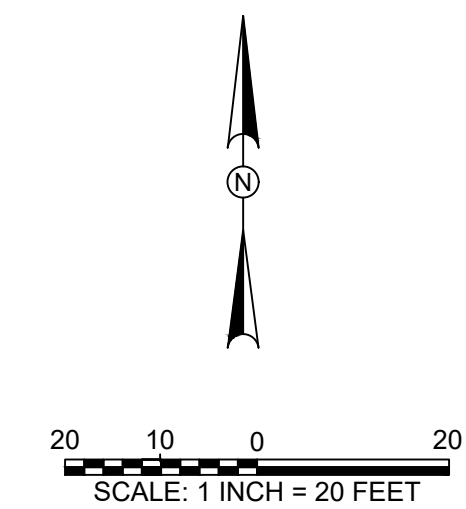
LEGEND

Diagram illustrating various property lines and setbacks for a site. The diagram shows the following lines and setbacks from left to right:

- EXISTING PROPERTY LINE
- EXISTING ABUTTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING OVERHEAD POWER LINE
- EXISTING ABUTTING PROPERTY LINE
- EXISTING BUILDING SETBACK LINE
- EXISTING PARKING SETBACK LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING CONTOUR MAJOR (5')
- EXISTING CONTOUR MINOR (1')
- PROPOSED EDGE OF PAVEMENT
- PROPOSED CONTOUR MAJOR (5') - 100'
- PROPOSED CONTOUR MINOR (5') - 100'

ADA NOTES

1. PROPOSED ADA PARKING AND STALL STRIPING SHALL HAVE SLOPES NO STEEPER THAN 1:48 (2%).
2. PROPOSED ACCESSIBLE ROUTE TO RIGHT-OF-WAY AND PROPOSED SIDEWALKS SHALL HAVE A RUNNING SLOPE NO STEEPER THAN 1:20 (5%) AND CROSS SLOPES NO STEEPER THAN 1:48 (2%).
3. RAMPS SHALL COMPLY WITH THE REQUIREMENTS OF 2012 NCSBC SECTION 1010.
4. HANDRAILS SHALL COMPLY WITH THE REQUIREMENTS OF 2012 NCSBC SECTION 1012.



NOTES

1. TOPOGRAPHIC AND BOUNDARY SURVEY PROVIDED BY POWERS SURVEYING ON 03-04-2020.
2. PROPERTY IS LOCATED IN ZONES X (AREA DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE AND FUTURE 1% ANNUAL CHANCE FLOODPLAIN) BASED ON THE FEMA MAP NUMBER 3710939100K DATED DECEMBER 6, 2019.
3. NO ONSITE STREAMS OR WETLANDS HAVE BEEN IDENTIFIED WITHIN THE PROJECT OR PARCEL AS SHOWN.
4. THIS DRAWING IS NOT FOR RECORD.

ISSUED FOR CONSTRUCTION		
REV	DESCRIPTION	DATE
1	BUILDING FLOOR PLAN REVISIONS	03/26/24
2	BID DESIGN REVISIONS	04/17/24

GRADING PLAN

CAROLINA CIVIC CENTER
315 NORTH CHESTNUT STREET
LUMBERTON, NORTH CAROLINA

PROJECT NO.: 20006

DRAWN BY: JAC

CHECKED BY: JAC

DATE: 03/26/24

SCALE: 1" = 20'

C-5

5 of 7



CRUMPLER
Consulting Services, PLLC

Raleigh, North Carolina 27612
Ph. 919-413-1704
P-1533

Dave's Construction Service, Inc.

P.O. Box 2215 / Eden, NC 27289-2215

1416 Washington Street
Eden, NC 27288
Phone (336) 623-9906 Fax (336) 623-5026

TO:
City of Lumberton
Carolina Civic Center- Addition

ChangeOrder

COR #06

Original Date October 15, 2024

Quotation valid until: 15 days
Prepared by: Randy Nance

Job Location:
Carolina Civic Center Addition
315 Chestnut Street
Lumberton NC 28358

We hereby submit specifications and estimates for:

Revision to rear original concrete pad from 4" thick concrete to 6" concrete with WWF with additional concrete area as per attached red line plan. \$14,300.00

This will add 2 days to the schedule.

Subtotal	\$14,300.00
Profit & Overhead 15%	\$2,145.00
Total	\$16,445.00

We Propose hereby to furnish material, labor, etc. - complete in accordance with the above specifications, for the sum of:

Grand Total: Sixteen Thousand Four Hundred Forty Five Dollars Zero Cents.

Payment to be made as follows:

Per payment terms of contract

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado, and any other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Signature:

Date of Acceptance: _____

***If you have any questions concerning this quotation, contact Randy Nance
by Phone: (336)613-4835 or E-mail: rnance@dcsdave.com***

Dave's Construction Service, Inc.

P.O. Box 2215 / Eden, NC 27289-2215

1416 Washington Street
Eden, NC 27288
Phone (336) 623-9906 Fax (336) 623-5026

ChangeOrder

COR #03

Original Date October 9, 2024

Quotation valid until: 15 days
Prepared by: Randy Nance

TO:

City of Lumberton
Carolina Civic Center- Addition

Job Location:

Carolina Civic Center Addition
315 Chestnut Street
Lumberton NC 28358

We hereby submit specifications and estimates for:

Provide/Install additional 160 l.f. of 6" ductile iron underground fire main per revision received from AOR on 10/3/24. This includes material/labor/cutting of 3rd street and patching of 3rd street. \$22,924.80

Revised plan provided by AOR is not to scale. Field measurements was completed on site from new fire riser room location to existing water main located in E 3rd Street, located by City of Lumberton Water Department.

The lead time for the ductile iron pipe is (1) week from time of approval.
This additional scope of work will take 10 to 14 days to complete, weather permitting.
This pricing is based off work being completed while utility site contractor is onsite to install original 20 l.f. of 6" ductile iron fire main at new fire riser location that was in original scope. If not approved to allow installation coordination additional cost may be requested due to additional general conditions cost.

Not aware of any other existing utilities in E 3rd St with exception of existing water main.
No coordination or relocation of any other existing utilities included in this COR.

Subtotal	\$22,924.80
Profit & Overhead 15%	\$3,438.72
Total	\$26,363.52

We Propose hereby to furnish material, labor, etc. - complete in accordance with the above specifications, for the sum of:

Grand Total: Twenty Six Thousand Three Hundred Sixty Three Dollars & Fifty Two Cents

Payment to be made as follows:

Per payment terms of contract

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado, and any other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature:

:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Signature:

:

Date of Acceptance: _____

**If you have any questions concerning this quotation, contact Randy Nance
by Phone: (336)613-4835 or E-mail: rnance@dcsdave.com**



Re: Carolina Civic Center

316 N. Chestnut Street

Lumberton, NC

Date: 10/28/24

Trinity excavated and removed 60 cy of contaminated soil from the beside the existing building. We stored this material onsite and covered the material with plastic. We surrounded the material with straw bales. We will mobilize Monday 10-28-2024 to load this material to remove offsite to an approved site instructor per ECS.

Please see the breakout unit prices and material cost below:

Cut and load dirt: \$71.00 @ 60 cy= \$4,260.00

Landfill Fees \$23.50 @ 60 cy= \$1,410.00

Haul fees = \$1,850.00

Material = \$297.00

Taxes = \$20.79

OHP= \$ 391.89

Total = \$8,229.68



October 16, 2024

SERVICE AUTHORIZATION

ECS Southeast, LLC (ECS) is pleased to propose the provision of services as outlined in the scope of services below. This contract, together with the attached Terms and Conditions of Service, confirms your authorization for the services requested and the general conditions under which the services are provided, as well as your agreement to pay for such services.

Project Information

Project: Carolina Civic Center Expansion			ECS Proposal No.: 49:47274P
Project Address: 513 N. Chestnut Street			
City: Lumberton	County: Robeson County	State: North Carolina	Zip Code: 28358

Client Billing/Invoice Information

Firm: Dave's Construction Service, Inc.			Attention: Mr. Randy Nance
Mailing Address: 1416 Washington Street,			Phone Number: 336-613-4835
City: Eden	State: North Carolina	Zip Code: 27288	E-Mail: rmance@dcsdave.com

Proposed Scope of Services:

ECS was requested by Dave's Construction Service, Inc. (the Client) to provide Environmental Consulting Services related to the above referenced project site.

The provided consulting services includes the October 11, 2024 site visit to field screen soils being disturbed during active construction and the subsequent collection of one soil sample and submission to a North Carolina certified laboratory to be analyzed for total petroleum hydrocarbons (TPH) gasoline range organics (GRO) and diesel range organics (DRO) by EPA Method Method 8015, volatile organic compounds (VOCs) by EPA Method 8260, and semi-volatile organic compounds (SVOCs) by EPA Method 8270.

The laboratory data will be utilized to profile and characterize the soil in support of future soil export and disposal of soils to the appropriate disposal facility. ECS will provide an environmental professional to assist with the onsite manifesting for the transport and disposal of the soils. The above scope of services can be completed once laboratory data is received which is currently estimated to be within approximately 5 to 7 business days of sample collection.

Upon receipt of the laboratory analytical data, disposal manifests, and certified weight tickets as applicable, ECS will prepare a summary letter report documenting the field activities, laboratory analytical results, and total tonnage of soils transported to an offsite disposal facility. If additional field days, mobilizations, or soil samples become required above and beyond what is indicated below, they will be billed at the reflected unit rates.

6151 Raeford Road, Fayetteville, North Carolina 28304 • T:910-401-3288

NC Engineering No. F-1519 NC Geology No. C-553

ECS Florida, LLC • ECS Mid-Atlantic LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP

ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • ecslimited.com**"ONE FIRM. ONE MISSION."**

Task	Fee
Project Management	\$750.00
ECS Field Services (10/11/2024)	\$1,500.00
Laboratory Analytical (1 soil sample)	\$550.00
Field Screening Equipment, Supplies, and Expendables	\$250.00
Additional Project Management and Waste Stream Profiling	\$750.00
ECS Field Services for Manifesting Assistance	\$1,750.00
Final Letter Report	\$1,000.00
Total Estimated Fee	\$6,550.00

Signature: _____ Date: _____

Print Name: _____ Title: _____

Signatory warrants his/hers authority to bind the entity represented.

Invoice Information:

Invoice Addressee: Name	
Invoice Addressee: Company	
Invoice Addressee: Street Address	
Invoice Addressee: City, State, Zip	
Invoice Addressee: Email	
Invoice Addressee: Phone Number	
Purchase Order Number:	
Client Project/Account Number:	

Proposal Assumptions:

ECS has made the following assumptions in developing this proposal:

- Prices presented herein are valid for 60 days from the date of this proposal.
- Prices are based on performing work on a non-holiday weekday during normal business days (7:00 am – 5:00 pm, Monday – Friday).
- Cost assumes the work area is accessible and free of obstructions on the scheduled workday(s) and will be completed in one day.
- North Carolina certified Laboratory pricing of soil samples is based on standard turnaround times (approximately 7 business days).
- Additional project work or onsite time above the estimated onsite manifest assistance referenced above and not specifically addressed by this proposal shall be charged at a time and materials rate and in accordance with our 2024 Fee Schedule (available upon request). Additional work, if required, shall be authorized by the client prior to initiation.

This letter is the agreement for our services. Attached to this letter, and an integral part of our proposal, is the Proposal Acceptance Sheet and our "Terms and Conditions of Service". Your acceptance of this proposal may be indicated by signing and returning to us. We are pleased to have the opportunity to offer our services and look forward to working with you on this project. If you have any questions, concerning the contents of the enclosed documents or other related topics, please feel free to contact us.

ECS Southeast, LLC



Samantha M. Szakasits, P.G.
Environmental Staff Project Manager
sszakasits@ecslimited.com
919-616-2679



Scott M. Werley, P.G.
Environmental Principal
swerley@ecslimited.com
984-297-7285

Dave's Construction Service, Inc.

P.O. Box 2215 / Eden, NC 27289-2215

1416 Washington Street
Eden, NC 27288
Phone (336) 623-9906 Fax (336) 623-5026

TO:

City of Lumberton
Carolina Civic Center- Addition

ChangeOrder

COR #07

Original Date October 28, 2024

Quotation valid until: 15 days
Prepared by: Randy Nance

Job Location:

Carolina Civic Center Addition
315 Chestnut Street
Lumberton NC 28358

We hereby submit specifications and estimates for:

ECS proposal to complete testing/lab results/ document hauling off of contaminated soils. complete final report to close out this issue.	\$6,550.00
Site subcontractor proposal to remove and store contaminated soils on site as per ECS direction. Once lab results were confirmed. Load materials on trucks and haul to approved site per ECS direction. See attached subcontractor back up invoice.	\$8,229.68

Subtotal	\$14,779.68
Profit & Overhead 15%	\$2,216.95
Total	\$16,996.63

We Propose hereby to furnish material, labor, etc. - complete in accordance with the above specifications, for the sum of:

Grand Total: Sixteen Thousand Nine Hundred Ninety Six Dollars & Sixty Three Cents.

Payment to be made as follows:

Per payment terms of contract

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado, and any other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Signature:

Date of Acceptance: _____

**If you have any questions concerning this quotation, contact Randy Nance
by Phone: (336)613-4835 or E-mail: rnance@dcsdave.com**



ECS Southeast, LLC

Proposal for Construction Materials Testing and Special Inspections

Carolina Civic Center Addition – CMT/SI
315 North Chestnut St.
Lumberton, NC

ECS Proposal Number 3:6508-3

October 14, 2024





October 14, 2024

Randy Nance
Dave's Construction Services, Inc
5520 Cannon Drive, Suite 101
Monroe, NC 28110

Reference: Carolina Civic Center Addition CMT-SI
315 North Chestnut St.
Lumberton, NC
ECS Proposal Number: 33:6508-3

ECS Southeast, LLC (ECS) appreciates this opportunity to submit this proposal to provide construction materials testing (CMT) services for the above-referenced project. This proposal reviews our understanding of the project information, outlines our proposed scope of services, and presents our fee estimate—together with the applicable schedule of unit rates for this project.

Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, testing, and engineering consulting services. Also, our automated Field Reporting and Electronic Distribution (FRED) system can provide an efficient reporting of field and laboratory activities as discussed later.

PROJECT UNDERSTANDING

ECS understands that the project consists of the addition of an 8,295 square foot, single story, steel framed building on shallow foundations. ECS has reviewed plans dated 3/26/2024 and Addendum 1 dated 4/17/2024.

SCOPE OF SERVICES

We propose to provide qualified engineers and engineering technicians to perform the requested services. The following reporting, testing and inspection services may be requested on this project:

Earthwork/Soils

- Observe the contractor proofroll the building pads and parking lots to identify that unstable soil have been removed, or repaired in-place.
- ~~• Conduct laboratory proctor test on proposed fill soils (ASTM D 698).~~
- Check compaction of soils for the building pad
- Check compaction and thickness of ABC stone base course.

Shallow Foundations

Proctor was already completed from earlier site visit. Should not have to be completed again.

- Periodic inspections and testing by Dynamic Cone Penetrometer of soils at footing bearing level to verify that the soils encountered are satisfactory for the allowable design pressure recommended.

Concrete

- Visually check the concrete in each truck as it arrives on site for proper slump and observe general placement procedures.
- Sample and test plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature.
- Facilities for storage of field curing test samples and initial curing should be provided by the contractor
- Cast and cure 4 by 8 inch concrete cylinder test specimens for compressive strength testing per specifications.
- Deliver test specimens to the ECS laboratory within 24 hours after casting.
- Provide laboratory curing, compressive strength testing and report of concrete cylinder test specimens.
- ~~Perform FF and FL testing on the slab on grade. Provide a report of our findings.~~

Structural Steel

The test is not shown on S3 plan sheet as being required.

- Observe mill test reports and piece markings on structural members, high-strength bolts and nuts, and welding electrodes to verify conformance with the project drawings and specifications.
- Perform visual observation of the welded connections. Fillet welds shall be observed for proper size and length.
- Observation of high strength bolts for compliance with project drawings and specifications.
- Observe steel framing and bracing to verify conformance with the project structural drawings.

Masonry Construction (Level 1):

- Verification of construction of mortar joints (periodic).
- Verification of locations of reinforcement, connectors, pre-stressing tendons and/or anchors (periodic).
- Verification of the type, size and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction (periodic).
- Inspection of welding of reinforcing bars (periodic).
- Verification for protection of masonry during cold or hot weather (periodic).
- Prior to grouting, verification that the grout space is clean (periodic).
- Prior to grouting, verification of placement of reinforcement, connectors, and/or anchorages (periodic).
- Prior to grouting, verification of site-prepared grout (periodic).
- Observe preparation of any required grout specimens, mortar specimens and/or prisms (periodic).

Communications

To expedite the timely distribution of our daily reports, our field personnel utilize wireless hand-held technology to collect, process, and return data to our Fayetteville office. Our use of this powerful technology typically facilitates electronic distribution of our reports within approximately **24-48 hours**. This enhanced reporting technology allows us to simultaneously communicate our testing data with all project team members.

The appropriate contractor or owner representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the main office phone number is 910-401-3288. *All scheduling requests must be made prior to 3 pm the business day before the testing is needed so that the proper personnel may be scheduled for the required inspection task.* Each scheduling request will be assigned a work order number so that the scheduled testing and inspection is documented. We also ask that we be provided with one full set of up-to-date project drawings and specifications prior to starting work on this project.

ECS will transmit reports by e-mail (and up to three hard copies via U.S. Mail, if requested). Please list those to whom the reports should be sent and provide their e-mail addresses or mailing addresses, as appropriate, on the attached Proposal Acceptance Form.

FEES/COST OF SERVICES

Based upon the scope of services and our fee schedule, ECS estimates that our services for this project will be on the order of **\$27,025.00**. A cost estimate is attached. ECS will invoice for our services on a unit-rate basis in accordance with the unit rates provided in the attached Project Fee Schedule. Invoices will be submitted on a monthly basis—typically on or about the 10th day of each month.

Our estimated cost provided does not constitute a lump-sum or not-to-exceed price for our services. Additional visits, re-inspections and unanticipated scopes of services may be required and will be invoiced in accordance with the attached fee schedule.

At the time of this proposal, a construction schedule was not available, and this cost estimate is based on our assumption of the construction schedule considering the construction drawing and specifications provided. The actual cost may be more or less than our cost estimate and will depend on the duration of construction and the frequency of testing scheduled by the general contractor. Should a defined construction schedule and detailed scope of services, we would be happy to prepare a more defined cost estimate. Should the construction schedule change and/or change in the scope of services differ from the proposed schedule or supplied schedule and scopes, our estimate will be revised utilizing the enclosed unit rates within this proposal. ECS will notify you of any changes in such schedule and/or scope of services prior to executing our services. ECS will invoice only the actual costs of services expended.

AUTHORIZATION

If the scope of work as outlined above and the attached Terms and Conditions are acceptable to you, please sign the attached Proposal Acceptance Form and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents in order to incorporate this proposal by reference.

By signing the Proposal Acceptance Form—or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above—you are also accepting the Terms and Conditions of Service and making this proposal the agreement. This proposal is valid for a period of sixty (60) days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence.

Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place for you to enter invoicing instructions and report distribution.

We look forward to the opportunity to work with you on this project and hope to serve as your consultant in the future. If you have questions, or if we can be of additional service, please contact us at (910) 401-3288.

Respectfully submitted,

ECS SOUTHEAST, LLC

Ryan Parrish

Ryan Parrish
CMT Group Supervisor

Jack E. Cowser

Jack E. Cowser, P.E.
Branch Manager

Attachments: Cost Estimate
 ECS Fee Schedule
 Proposal Acceptance Form
 ECS Terms and Conditions of Service

							
COST ESTIMATE							
Carolina Civic Center Addition - CMT-SI							
ECS Proposal No. 33:5682-3							
Field Services:				Quantity		Unit Rate	Cost
Site Work							
Initial Proctor Pick Up	1	visit	@	2 hours/visit	2 hours	@ \$65.00 / hour	\$130.00
Proof Roll of Soil Prior to Fill (PM or PE Present)	4	visits	@	4 hours/visit	16 hours	@ \$145.00 / hour	\$2,320.00
Compacted Fill, Utilities, Etc.	4	visits	@	8 hours/visit	32 hours	@ \$65.00 / hour	\$2,080.00
DCP Test - Foundation	4	visits	@	6 hours/visit	24 hours	@ \$65.00 / hour	\$1,560.00
Concrete - Foundation	4	visits	@	6 hours/visit	24 hours	@ \$65.00 / hour	\$1,560.00
Concrete - Slab on Grade	2	visits	@	6 hours/visit	12 hours	@ \$65.00 / hour	\$780.00
ICC Reinforcing Steel Inspection	4	visits	@	3 hours/visit	12 hours	@ \$90.00 / hour	\$1,080.00
Masonry	6	visits	@	6 hours/visit	36 hours	@ \$65.00 / hour	\$2,340.00
Concrete/Grout Specimen Pick Up	12	visits	@	2 hours/visit	24 hours	@ \$65.00 / hour	\$1,560.00
PM, PE and Technician Mileage	29	visits	@	60 miles/visit	1740 miles	@ \$0.85 / mile	\$1,479.00
Structural Steel Inspection	4	visits	@	4 hours/visit	16 hours	@ \$130.00 / hour	\$2,080.00
Structural Steel Inspection - Driving	4	visits	@	3 hours/visit	12 hours	@ \$130.00 / hour	\$1,560.00
Structural Steel Inspection Mileage	4	visits	@	120 miles/visit	480 miles	@ \$0.85 / mile	\$408.00
Field Services Subtotal:							\$18,937.00
Laboratory Testing:				Quantity		Unit Rate	Cost
Standard Proctor/Grain Size Analysis/Atterberg Limits				1 sample	@	\$350.00 / sample	\$350.00
Compressive Strength of Grout Specimens				6 sets	@	\$60.00 / set	\$360.00
Compressive Strength of Lab Concrete Specimens				8 sets	@	\$120.00 / set	\$960.00
							\$1,670.00
Equipment Expenses:				Quantity		Unit Rate	Cost
Nuclear Density Gauge:				4 days	@	\$75.00 / day	\$300.00
							\$300.00
Project Management/Report Review:				Quantity		Unit Rate	Cost
Principal Engineer:	56	reports	@	0.25 hours/report	14 hours	@ \$230.00 / hour	\$3,220.00
Project Manager:	56	reports	@	0.25 hours/report	14 hours	@ \$145.00 / hour	\$2,030.00
Secretary:	56	reports	@	0.25 hours/report	14 hours	@ \$62.00 / hour	\$868.00
Project Management Subtotal:							\$6,118.00
ESTIMATED TOTAL COST:							\$27,025.00

FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING

Soil or Materials Field Technician (Concrete and Soils)	\$ 65.00/hour
Secretary.....	\$ 62.00/hour
Asphalt Technician	\$ 80.00/hour
Masonry Special Inspector	\$ 90.00/hour
Concrete Special Inspector	\$ 90.00/hour
Fireproofing Technician	\$ 90.00/hour
CWI/NDE Technician Level 2	\$ 130.00/hour
Project Manager.....	\$ 145.00/hour
Principal Engineer/Special Inspector.....	\$ 230.00/hour
Transportation via company vehicle.....	\$ 0.85/mile

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation and review of reports, and in travel to and from our office.

Overtime = Standard Rate x 1.5 for services performed exceeding 8 hours per day, outside our normal business hours of 7:00 am to 5:00 pm, holidays, Saturday, and Sunday.

EQUIPMENT and LABORATORY

Curing Box fee.....	\$100.00 each
Standard Proctor (ASTM D-698) 4 inch mold	\$160.00 each
Modified Proctor (ASTM D-1557) 4 inch mold	\$175.00 each
Asphalt Density Determination	\$ 60.00/core
Atterberg Limits (LL & PL) Determination (ASTM D-4318)	\$ 70.00/test
Grain Size Analysis Test (ASTM D-422)	\$ 70.00/test
Moisture Content (ASTM D-2216)	\$ 20.00/test
Hardened Density of Pervious Cores	\$ 40.00/test
Testing of Cylinders, Core Specimens:	
Compressive strength of grout prisms.....	\$22.00 each
Compressive strength of masonry prisms	\$100.00 each
Compressive strength of mortar cubes	\$15.00 each
Compressive strength of concrete cylinders	\$22.00 each
Compressive strength of concrete cores, (ASTM C-42)	\$ 50.00 each
Density Test Equipment (Nuclear Gauge/Sand Cone/Drive Tube)	\$ 75.00/day
Fireproofing Test Equipment.....	\$ 100.00/day
Floor Flatness Equipment	\$ 200.00/day
Ultrasonic Weld Testing Equipment	\$ 250.00/day
Core machine	\$ 200.00/day
Rental Equipment & Non-standard Supplies.....	Cost x 1.15

Note: The above charges will be made for tests and equipment operated by ECS SOUTHEAST, LLC personnel in addition to personnel charges already listed.

PROPOSAL ACCEPTANCE FORM**ECS SOUTHEAST, LLC**

(Please Print or Type)

Project Name: Carolina Civic Center Addition CMT-SI**Location:** Lumberton, NC

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement. Your signature also indicates you have read this document and the *Terms and Conditions of Service* in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: _____
 Contact Person: _____
 Telephone No. _____
 E-mail: _____

Responsible for Payment**Approval of Invoice (if different)**

Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

Reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses, and fax numbers below.

Name	E-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: × _____ Date: _____

ECS SOUTHEAST,LLC

TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS ENTITY ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, stored, transporter, or disposed of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from W or that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT

understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT- furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain W workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of or in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this agreement for breach of these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission or a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached W or Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Dave's Construction Service, Inc.

P.O. Box 2215 / Eden, NC 27289-2215

1416 Washington Street
Eden, NC 27288
Phone (336) 623-9906 Fax (336) 623-5026

TO:
City of Lumberton
Carolina Civic Center- Addition

ChangeOrder

COR #08

Original Date October 16, 2024

Quotation valid until: 15 days
Prepared by: Randy Nance

Job Location:
Carolina Civic Center Addition
315 Chestnut Street
Lumberton NC 28358

We hereby submit specifications and estimates for:

ECS Proposal to complete CMT for project per list of testing requirements on plan sheet S3. \$27,025.00

This is an estimate from ECS as noted on attached proposal.

DCS billing will be based off actual invoices from ECS on actual CMT cost plus 15% OHI each invoice.

The final cost of this COR will be adjusted down or up based off final total cost of all EC invoices for actual work completed plus 15% OHP.

Subtotal	\$27,025.00
Profit & Overhead 15%	\$4,053.75
Total	\$31,078.75

We Propose hereby to furnish material, labor, etc. - complete in accordance with the above specifications, for the sum of:

Grand Total: Thirty One Thousand Seventy Eight Dollars & Seventy Five Cents.

Payment to be made as follows:

Per payment terms of contract

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado, and any other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Signature:

Date of Acceptance: _____

***If you have any questions concerning this quotation, contact Randy Nance
by Phone: (336)613-4835 or E-mail: rnance@dcsdave.com***

STRUCTURAL NOTES

I. GENERAL

1. DESIGN CODES

NORTH CAROLINA BUILDING CODE, 2018 EDITION
(AMENDED 2015 INTERNATIONAL BUILDING CODE)

ACI BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
(ACI 318-14)

AISC MANUAL OF STEEL CONSTRUCTION - ALLOWABLE STRESS DESIGN
NINTH EDITION

ASCE 7-10 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER
STRUCTURES

2. DESIGN LOADS

RISK CATEGORY III

LIVE LOADS: FLOOR: 100 PSF
ROOF: 20 PSF

ULTIMATE DESIGN WIND SPEED: 137 MPH

GROUND SNOW LOAD 10 PSF

SEISMIC DESIGN CATEGORY C
SITE CLASS D
S_s = 0.298
S₁ = 0.119

3. ALL ELEVATIONS ARE REFERENCED FROM FINISHED FLOOR ELEVATION OF 0'-0".
SEE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION.

4. DETAILED SHOP DRAWINGS SHALL BE PROVIDED FOR REVIEW AND APPROVAL
PRIOR TO CONSTRUCTION. STRUCTURAL STEEL SHOP DRAWINGS SHALL REQUIRE
APPROVAL PRIOR TO FABRICATION.

5. ENGINEER'S SEAL APPLIES TO STRUCTURAL COMPONENTS ONLY AND DOES
NOT CERTIFY ARCHITECTURAL LAYOUT OR DIMENSIONAL ACCURACY.

6. ROSS LINDEN ENGINEERS PC ASSUMES NO LIABILITY FOR CHANGES OR
MODIFICATIONS MADE TO THESE DRAWINGS BY OTHERS, OR FOR CONSTRUCTION
METHODS, OR FOR ANY DEVIATION FROM THESE DRAWINGS.

II. CONCRETE

1. UNLESS OTHERWISE NOTED, ALL CONCRETE SHALL HAVE THE FOLLOWING
STRENGTH AND SLUMP REQUIREMENTS:
SLABS ON GRADE: 4,000 PSI 28-DAY COMPRESSIVE STRENGTH, 4" SLUMP
ALL OTHER CONCRETE: 3,000 PSI 28-DAY COMPRESSIVE STRENGTH, MAX. 5"
SLUMP.

2. ALL CONCRETE SHALL BE MOIST CURED PER ACI 301 OR CURED WITH AN
APPROVED CURING COMPOUND. CONTRACTOR SHALL VERIFY THAT THE CURING
COMPOUND IS COMPATIBLE WITH FLOOR COVERING ADHESIVES, COATINGS, OR
TOPPINGS TO BE USED. CONCRETE SHALL BE CURED FOR A MINIMUM OF 7 DAYS.

3. UNLESS OTHERWISE NOTED, ALL REINFORCING STEEL SHALL BE NEW BILLET
STEEL, CONFORMING TO ASTM A-615, GRADE 60, DEFORMED.

4. UNLESS OTHERWISE NOTED, ALL DETAILING, FABRICATION, AND PLACING OF
REINFORCING STEEL SHALL CONFORM TO THE MANUAL OF STANDARD PRACTICE
FOR DETAILING REINFORCED CONCRETE STRUCTURES. (ACI 315)

5. ALL BAR SPLICES SHALL BE CLASS "B" TENSION SPLICES PER ACI 318-14,
UNLESS OTHERWISE SHOWN.

6. ANCHOR BOLTS TO BE ASTM A36 OR A307.

7. CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR
DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON THE
STRUCTURAL DRAWINGS.

8. ALL SPREAD FOOTINGS ARE DESIGNED FOR AN ALLOWABLE BEARING
PRESSURE OF 2,000 PSF. A GEOTECHNICAL REPORT BY ECS SOUTHEAST LLP
DATED 28 FEBRUARY 2020 HAS BEEN USED AS THE BASIS OF THIS DESIGN. A
GEOTECHNICAL REPRESENTATIVE SHALL INSPECT ALL FOOTING EXCAVATIONS
TO CONFIRM ALLOWABLE BEARING PRESSURES.

9. PROVIDE TWO (2) #5 x 4'-0" LONG DIAGONAL BARS IN TOP FACE OF ALL SLABS
(1" CLEAR) AT ALL RE-ENTRANT CORNERS.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND
RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE
WORK SITE.

11. CONTRACTOR SHALL VERIFY ALL SIZES AND LOCATIONS OF ALL MECHANICAL
AND ELECTRICAL OPENINGS AND EQUIPMENT PADS WITH THE MECHANICAL AND
ELECTRICAL DETAILS AND SHOP DRAWINGS BY OTHERS. IT SHALL BE THE
RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES
FOR PROPER DISTRIBUTION FOR ALL UTILITIES THROUGHOUT THE BUILDING.

12. ALL DOWELS WHICH ARE TO BE DRILLED AND GROUTED INTO EXISTING
CONCRETE SHALL BE DONE WITH AN EPOXY GROUT. DRILL HOLE WITH
DIAMETER 1/8" LARGER THAN DOWEL OR AS RECOMMENDED BY GROUT
SUPPLIER. USE HIT-RE 500 V3 BY HILTI OR APPROVED EQUAL.

III. MASONRY

1. MASONRY CONSTRUCTION SHALL COMPLY WITH ACI 530.1-02/ASCE 6-02:
"SPECIFICATION FOR MASONRY STRUCTURES."

2. ASSUMED MASONRY PROPERTIES: UNIT COMPRESSIVE STRENGTH 1900 PSI,
TYPE S MORTAR, PARTIAL GROUT, RUNNING BOND.

3. SEE THE DRAWINGS FOR LINTEL INFORMATION.

4. PROVIDE LADDER-TYPE JOINT REINFORCEMENT AT 16" O.C.

IV. STRUCTURAL STEEL

1. SEE FRAMING PLANS FOR BOTTOM OF BASE PLATE ELEVATIONS.

2. ALL STRUCTURAL STEEL WIDE FLANGE BEAMS AND COLUMNS, UNLESS
NOTED, SHALL CONFORM TO THE REQUIREMENTS OF ASTM A992 OR ASTM A572,
GRADE 50. ANGLES AND CHANNELS SHALL CONFORM TO ASTM A36. TUBES
SHALL CONFORM TO ASTM A500, GRADE B.

3. ALL DETAILING, FABRICATION, AND ERECTION OF STRUCTURAL STEEL, UNLESS
OTHERWISE NOTED, SHALL CONFORM TO THE REQUIREMENTS OF THE AISC
SPECIFICATIONS FOR BUILDINGS, LATEST EDITION.

4. UNLESS OTHERWISE NOTED, ALL SHOP CONNECTIONS SHALL BE MADE BY
WELDING OR HIGH STRENGTH BOLTING. (3/4" DIAMETER BOLTS, MINIMUM)

5. WELDS SHALL BE MADE WITH E-70XX ELECTRODES BY CERTIFIED WELDERS.

6. UNLESS OTHERWISE NOTED, ALL FIELD CONNECTIONS SHALL BE MADE WITH
3/4" DIAMETER HIGH STRENGTH BOLTS (ASTM A-325). CONNECTIONS SHALL BE
DESIGNED AS BEARING TYPE WITH THREADS IN SHEAR PLANE. BOLTS SHALL BE
TIGHTENED TO THE SNUG TIGHT CONDITION PER "AISC" UNLESS NOTED
OTHERWISE ON THE DRAWINGS.

7. UNLESS OTHERWISE SHOWN, ALL BEAM CONNECTIONS SHALL BE STANDARD
FRAMED OR SEATED CONNECTIONS AS SHOWN IN PART 10 OF THE AISC MANUAL
OF STEEL CONSTRUCTION. UNLESS REACTIONS ARE INDICATED ON THE
DRAWINGS, CONNECTIONS SHALL DEVELOP AT LEAST ONE-HALF OF THE TOTAL
UNIFORM LOAD CAPACITY TABULATED IN THE TABLES OF THE MANUAL FOR THE
GIVEN SHAPE AND SPAN OF THE BEAM IN QUESTION. IN NO CASE, HOWEVER,
SHALL THE LENGTH OF THE FRAMED CONNECTIONS BE LESS THAN ONE-HALF OF
THE "T" DISTANCE OF THE BEAM WEB.

8. GUSSET PLATES SHALL BE 3/8" THICK MINIMUM.

9. ALL COLUMN ANCHOR BOLT HOLES TO BE OVERSIZED IN ACCORDANCE WITH
RECOMMENDATIONS OF "AISC" MANUAL FOR "DETAILING FOR STEEL
CONSTRUCTION."

10. UNLESS NOTED OTHERWISE ON THE DRAWINGS, ALL BRACING CONNECTIONS
SHALL BE DESIGNED AND DETAILED SO THAT ALL FORCE COMPONENTS CAN BE
DELIVERED DIRECTLY TO THE CENTERLINE OF INTERSECTING MEMBERS.
ALTERNATELY, CONNECTIONS SHALL BE DESIGNED TO ACCOUNT FOR
RESULTING ECCENTRICITIES.

11. CONTRACTOR TO PROVIDE ADEQUATE BRACING FOR STRUCTURE SO THAT IT
WILL BE STABLE DURING ALL STAGES OF CONSTRUCTION. THE STRUCTURE AND
FOUNDATIONS ARE DESIGNED FOR A COMPLETED CONDITION ONLY AND
THEREFORE REQUIRES ADDITIONAL SUPPORT TO MAINTAIN STABILITY BEFORE
COMPLETION.

V. STEEL JOISTS

1. UNLESS NOTED OTHERWISE ON THE DRAWINGS, THE DESIGN, FABRICATION, AND
ERECTION OF STEEL JOISTS SHALL CONFORM TO THE SPECIFICATIONS AND CODE
OF STANDARD PRACTICE OF THE STEEL JOIST INSTITUTE.

2. JOIST BRIDGING SHALL BE INSTALLED IN ACCORDANCE WITH SJI
SPECIFICATIONS AND SHALL HAVE ENDS OF RUNS CROSSED AND FIRMLY
ATTACHED TO STEEL BEAMS OR MASONRY.

3. DESIGN JOISTS FOR 15 PSF NET UPLIFT

VII. METAL ROOF DECK

1. METAL ROOF DECK SHALL BE 1 1/2" DEEP x 22 GAGE (EQUAL TO 1.5822 BY
VULCRAFT). PROVIDE 5/8" PUDDLE WELDS IN A 36/4 PATTERN WITH MIN. (2)
SIDELAP FASTENERS PER SPAN (#10 TEK SCREWS).

VIII. LIGHT GAUGE STEEL FRAMING

1. INSTALLATION OF LIGHT GAUGE STEEL FRAMING SHALL BE IN ACCORDANCE
WITH THE MANUFACTURER'S RECOMMENDATIONS.

2. WALL STUDS SHALL HAVE THE FOLLOWING PROPERTIES:
12" MAX. SPACING
STUD DEPTH = 6"
FLANGE WIDTH = 1 5/8"
MIN. 16 GAUGE STEEL

3. PROVIDE MIN. 18 GA. BOTTOM TRACK AND ANCHOR TO SLAB WITH POWDER
ACTUATED FASTENERS AT 16" O.C.

4. SEE ARCH. DWGS. FOR WALL FINISH MATERIALS. PROVIDE GYPSUM BOARD ON
ALL INTERIOR WALLS (MINIMUM 1/2"). FASTEN ALL PANELS WITH 1 1/4" SCREWS AT
7" o.c. AT TOP AND BOTTOM PLATES AND ALL STUDS FOR INTERIOR SIDE OF
EXTERIOR WALLS, AND 12" o.c. AT TOP AND BOTTOM PLATES AND ALL STUDS FOR
ALL OTHER WALLS. GYPSUM SHALL BE APPLIED PERPENDICULAR TO FRAMING.

5. ALL EXTERIOR WALL S SHALL BE SHEATHED WITH MINIMUM 7/16" WOOD
STRUCTURAL SHEATHING (PLYWOOD or OSB) WITH BLOCKING AT ALL JOINTS.
FASTEN ALL PANELS WITH SCREWS AT 4" o.c. AT ALL EDGES AND AT 12" o.c. AT
INTERMEDIATE FRAMING.

6. PROVIDE MINIMUM (2) 8" x 18 GA. BOX HEADER AT ALL FRAMED WINDOW AND
DOOR OPENINGS UP TO A CLEAR SPAN OF 6'-4". PROVIDE A MINIMUM OF (3) KING
STUDS AT EACH END OF EACH HEADER. PROVIDE INSULATION PER
ARCHITECTURAL DRAWINGS. PROVIDE SAME SIZE BOX HEADERS BETWEEN
WINDOWS AND TRANSOM WINDOWS (SEE ARCH. DWGS. FOR LOCATIONS).

7. SEE TYPICAL WALL SECTIONS FOR ADDITIONAL INFORMATION.

8. DETAILED SHOP DRAWINGS SHALL BE PROVIDED FOR REVIEW AND APPROVAL
PRIOR TO CONSTRUCTION. WALL FRAMING DETAILS AND CALCULATIONS SHALL BE
SIGNED AND SEALED BY A LICENSED NORTH CAROLINA PROFESSIONAL ENGINEER.

SPECIAL INSPECTIONS REQUIREMENTS

THE FOLLOWING LIST OF STRUCTURAL ELEMENTS SHALL REQUIRE SPECIAL
INSPECTIONS PER CHAPTER 17 OF THE NORTH CAROLINA BUILDING CODE. SPECIAL
INSPECTIONS DO NOT RELIEVE THE CONTRACTOR OR ANY OTHER ENTITY OF ANY
CONTRACTUAL DUTIES, INCLUDING QUALITY CONTROL, QUALITY ASSURANCE, OR
MEANS, METHODS AND JOB SITE SAFETY.

VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION		
VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC
MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS AND WASHERS: IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS MANUFACTURER'S CERTIFICATE OF COMPLIANCE		X X
INSPECTION OF HIGH-STRENGTH BOLTING: BEARING TYPE CONNECTIONS SLIP-CRITICAL CONNECTIONS	X	X X
INSPECTION OF WELDING STRUCTURAL STEEL: COMPLETE AND PARTIAL PENETRATION GROOVE WELDS MULTIPASS FILLET WELDS SINGLE PASS FILLET WELDS > 5/16" SINGLE PASS FILLET WELDS <= 5/16" FLOOR AND ROOF DECK WELDS	X X X	X X
INSPECTION OF STEEL FRAME JOINT DETAILS FOR COMPLIANCE WITH APPROVED CONSTRUCTION DOCUMENTS:		X

SEE SECTION 1705.2 IN THE NC BUILDING CODE FOR REFERENCED STANDARDS,
IBC REFERENCES, AND ADDITIONAL INFORMATION.

VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION		
VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC
INSPECTION OF REINFORCING STEEL AND PLACEMENT		X
VERIFYING USE OF REQUIRED DESIGN MIX		X
AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	
INSPECTION OF CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	
INSPECTION FOR MAINTENANCE OF OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.		X

SEE TABLE 1705.3 IN THE NC BUILDING CODE FOR REFERENCED STANDARDS,
IBC REFERENCES, AND ADDITIONAL INFORMATION.

VERIFICATION AND INSPECTION OF SOILS		
VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC
VERIFY MATERIALS BELOW FOOTINGS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		X
VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		X
PERFORM CLASSIFICATION AND TESTING OF CONTROLLED FILL MATERIALS		X
VERIFY USE OF PROPER MATERIALS, DENSITIES, AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF CONTROLLED FILL.	X	
PRIOR TO PLACEMENT OF CONTROLLED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.		X

SEE TABLE 1705.6 IN THE NC BUILDING CODE FOR REFERENCED STANDARDS,
IBC REFERENCES, AND ADDITIONAL INFORMATION.

VERIFICATION AND INSPECTION OF COLD-FORMED STEEL DECK		
VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC
INSTALLATION OF STEEL ROOF DECK: SIZE AND LOCATION CONNECTIONS TO FRAMING AND BEARING WALLS		X X

SEE SECTION 1705.2.2 IN THE NC BUILDING CODE FOR REFERENCED
STANDARDS, IBC REFERENCES, AND ADDITIONAL INFORMATION.

VERIFICATION AND INSPECTION OF OPEN WEB STEEL JOISTS		
VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC
INSTALLATION OF OPEN WEB STEEL JOISTS AND JOIST GIRDERS: END CONNECTIONS - WELDED OR BOLTED BRIDGING - HORIZONTAL OR DIAGONAL		X X

SEE TABLE 1705.2.3 IN THE NC BUILDING CODE FOR REFERENCED STANDARDS,
IBC REFERENCES, AND ADDITIONAL INFORMATION.

VERIFICATION AND INSPECTION OF MASONRY CONSTRUCTION		
VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC
FROM THE BEGINNING OF MASONRY CONSTRUCTION, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE: PROPORTIONS OF SITE-PREPARED MORTAR AND GROUT PLACEMENT OF MASONRY UNITS AND CONSTRUCTION OF MORTAR JOINTS PLACEMENT OF REINFORCEMENT GROUT SPACE PRIOR TO GROUTING PLACEMENT OF GROUT		X X X X
THE INSPECTION PROGRAM SHALL VERIFY: SIZE AND LOCATION OF STRUCTURAL ELEMENTS SPECIFIED SIZE, GRADE, AND TYPE OF REINFORCEMENT PROTECTION OF MASONRY DURING COLD WEATHER OR HOT WEATHER INSTALLATION OF EXPANSION ANCHORS AS SHOWN ON DRAWINGS.	X X	X X X

SEE SECTION 1705.4 IN THE NC BUILDING CODE FOR REFERENCED STANDARDS,
IBC REFERENCES, AND ADDITIONAL INFORMATION.

STRUCTURAL DESIGN

DESIGN LOADS:

Risk Category III

Importance Factors: Wind (IW) 1.0
Snow (IS) 1.1
Seismic (IE) 1.25

Live Loads: Roof 20 psf
Mezzanine N/A psf
Floor 100 psf

Ground Snow Load: 10 psf

Wind Load: Ultimate Wind Speed 137 mph (ASCE-7)
Exposure Category B
Wind Base Shears (for MWFRS) V_x = 48.5K V_y = 68.9K

SEISMIC DESIGN CATEGORY ☐ A ☐ B ☒ C ☐ D

Provide the following Seismic Design Parameters:

Spectral Response Acceleration S_S 0.298 %g S₁ 0.119 %g
Site Classification D ☒ Field Test ☐ Presumptive ☐ Historical Data

Basic structural system (check one)

☒ Bearing Wall ☐ Dual w/Special Moment Frame
☒ Building Frame ☐ Dual w/Intermediate R/C or Special Steel
Moment Frame ☐ Inverted Pendulum

Seismic base shear V_X = 16.1K V_Y = 16.1K
Analysis Procedure Simplified ☒ Equivalent Lateral Force ☐ Modal

Architectural, Mechanical, Components anchored? _____

Lateral design Control: Earthquake _____ Wind ☒

Soil Bearing Capacities:

Field Test (provide copy of test report) 2000 psf

Presumptive Bearing capacity _____ psf

Pile size, type, and capacity _____

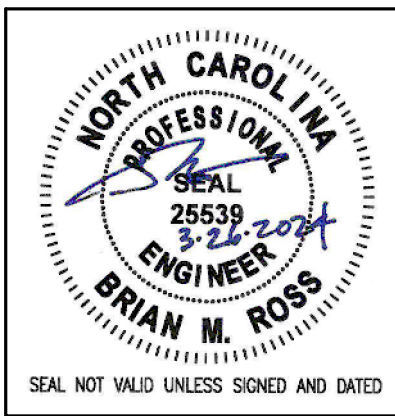


919 829 4969

115 1/2 E. Hargett St

Suite 300

Raleigh, NC 27601



ROSS LINDEN
ENGINEERS PC

709 W. JONES STREET RALEIGH, NC 27603
TEL 919.832.5680 FAX 919.832.5675
WWW.ROSSLINDEN.COM NC LICENSE NO. C-2364

PROJECT TYPE: ADDITION

CAROLINA CIVIC CENTER

315 N. Chestnut St. Lumberton, NC 28358

DATE	3/26/2024
DR.	BR
CH.	BR/EP
PROJ. #	C200109-2
REVISIONS	DATE
ADDENDUM	4/17/24

STRUCTURAL NOTES
AND DETAILS

S3

Lumberton City Council

Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Manager

Submission Date: 10/28/2024

Subject: Approve the Christmas Holiday Schedule

Summary/Background of Subject Matter:

The City of Lumberton Personnel Ordinance Sec. 16-165 designates the following holidays with pay for the City employees; Christmas Eve and Christmas Day, and
Sec. 10 – Any other day designated as a Christmas Holiday by both the State and the County.
Sec. 11 – Any other day designated by the City Council

Staff Recommendation:

Recommend that City Council review the following dates and approve a vacation schedule for City employees: Current Policy

1) Tuesday, Dec. 24th, Christmas Eve Day, Wednesday, Dec. 25th, Christmas Day, and Dec 26th, as scheduled days off.

Additional Days: and if Council so desire;

2) Monday, Dec. 23rd, and Friday, Dec. 27th, approved by the County as holidays.(County employees are required to take vacation days or leave without pay)

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Council

Submission Date: 10/25/2024

Subject: P2 - "Oh Give Thanks" Community Day

Summary/Background of Subject Matter:

Councilwoman Robinson would like to designate \$500 to the "Oh Give Thanks" Community Day in Precinct 2.

Staff Recommendation:

Designate \$500 of CRF as indicated above. Make check payable to: Greater Chrysolite AME Zion Church, 1307 Meadow Road, Lumberton, NC.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Council

Submission Date: 10/25/2024

Subject: P2 - Christmas Toy Drive

Summary/Background of Subject Matter:

Councilwoman Robinson requested \$1,800 of CRF for a Christmas Toy Drive in Precinct 2.

Staff Recommendation:

Designate \$1,800 for a Christmas Toy Give-A-Way in Precinct 2.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council

Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Council

Submission Date: 10/25/2024

Subject: P5 - Christmas Events and Toy Drive

Summary/Background of Subject Matter:

Councilman Cantey would like to allocate \$1,500 of CRF for Christmas events to various nonprofit organizations / Christmas events and a toy drive in Precinct 5.

Staff Recommendation:

Approve the allocation of \$1,500 of Community Reitalization Funds as indicated above.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council

Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Council

Submission Date: 10/28/2024

Subject: Approve the designation of \$150.00 of Community Revitalization Funds for the Sharing and Caring Holiday Program Sponsored by Former Representative Charles Graham

Summary/Background of Subject Matter:

Councilman Cantey would like to designate \$150.00 of CRF for the Sharing and Caring Holiday Program sponsored by Former Representative Charles Graham.

Staff Recommendation:

Approve the designation as indicated above.

Signature:

Department:

ATTACHMENTS:

1. Sharing and Caring Holiday Program



Sharing & Caring Collaborative

Executive Board Members

Juanita Chavis - President
Teresa Hargett - Treasurer
Charles Graham - Former NC House Representative
Patricia McEachern - Vice President
Shonyetta Moore - Secretary

SAVE THE DATE

The Senior Citizen's Sharing and Caring Collaborative, will be having our 15th annual **Sharing and Caring Event**, and I am asking for your continued support; as we join together to provide meals for our Senior Citizens within our community.

We are partnering with organizations, local companies, and corporations; as well as volunteers in the community to provide funding and/or donations for this program. This year's event will be held at the **Robeson County Fairgrounds on Saturday, 12/7/2024**.

As you know, our county is faced with complex challenges including food insecurity, un/underemployment, homelessness, inflation, rising rental prices, in addition to continued COVID-19 concerns. Consequently, there are even more needs to be addressed that affect our elderly. We are asking for a financial contribution and/or a donation of goods to be distributed.

We hope that you will join us by providing a financial contribution, goods, and/or gift cards to be distributed to our seniors. Donations may be mailed to **Sharing and Caring Event, P.O. Box 404 Lumberton, NC 28359**. Our tax ID number is 93-2844482. We are a 501 c3 organization.

If you are willing to contribute/donate to this fine cause, please check your preferred pledge category and indicate the amount you're donating.

- ☐ Platinum (\$2,500 or more)
- ☐ Gold (\$2,000-\$2,499)
- ☐ Silver (\$1,500-\$1,999)
- ☐ Bronze (\$1,000-\$1,499)
- ☐ Friends of the Elderly (\$999 or less)

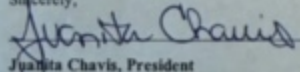
Amount Donating: \$ _____

Name of your organization: _____

Organization's Contact Name/Telephone# _____

Should you have any questions or concerns, please do not hesitate to call my office, Juanita Chavis, at 910-374-8170.

Sincerely,


Juanita Chavis, President

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Council

Submission Date: 10/15/2024

Subject: The 13th Annual Robeson County Christmas Show

Summary/Background of Subject Matter:

Councilman Thomas would like to contribute \$200 of CRF to "The 13th Annual Robeson County Christmas Show," created and directed by the theater's resident artist, Kendrix Singletary. This is one of the most outstanding events of the year held at the Carolina Civic Center. Because it is a professionally executed theatrical event, a production of this magnitude requires a great deal of effort and resources to produce. The City has been a valuable supporter of this event over the years.

Staff Recommendation:

Approve the designation of \$200 of CRF to the Carolina Civic Center for "The 13th Annual Robeson County Christmas Show."

Signature:

Department:

ATTACHMENTS:

1. BP-70C45_20241015_111809



The 13th annual ROBESON COUNTY CHRISTMAS SHOW

December 6th - 8th & 13th - 15th





Greetings:

We're reaching out to the community and local businesses to help gain monetary support toward our SMASH seasonal production, **"The 13th annual Robeson County Christmas Show."**

Our annual sell-out attracting more than 5,000 attendees "The 13th annual Robeson County Christmas Show," created and directed by the theater's resident artist, Kendrix Singletary, is our original heart-warming holiday musical revue for the entire family features the best regional singers and dancers. See the beautifully staged dancing of "The Civettes" as well as performances by the show's youth cast and adult ensemble. The theater will be beautifully decorated for Christmas, and of course, there will be special appearances by Elsa, Frosty the Snowman, The Grinch, and Santa Claus! Because it is a professionally executed theatrical event, a production of this magnitude requires a great deal of effort and resources to produce. Since the triumphant debut in 2012 the Carolina Civic Center has received a great deal of recognition and has been featured on *UNC TV's Carolina Weekend*, and *Time Warner's "Around the Carolinas"* and others.

As a valued supporter you will join other civic-minded, culturally active individuals and business organizations that support the arts and understand the importance of the arts in this community. Not only will you be associated with a most worthy cause of promoting the art of live entertainment, you may receive complimentary tickets to the show, and advertisement in our program.

It is our hope to keep this production an annual Christmas tradition at the Carolina Civic Center Historic Theater for many years to come. With proper advertising and marketing this show can continue to be a huge success that will entice new life to our lovely, but under-appreciated downtown, as well as draw positive attention and visitors to our beautiful city of Lumberton. Thank you for considering this request for sponsorship. Your contribution will help sustain and advance quality entertainment in Robeson County.

As we continue to grow as a regional cultural arts center, we want you to be aware that partnerships with our sponsors and donors are a vital part of our success. Your contributions this season are truly appreciated.

Thank you for your time and support!

Sincerely,

Jonathan Brewington
Donor Relations & Stage Management
Carolina Civic Center Foundation

The 13th annual **ROBESON COUNTY CHRISTMAS SHOW**

SHOW SPONSORSHIP PACKAGES

The Carolina Civic Center Historic Theater presents live touring stage and music performances, original productions, art exhibits, children's shows, classic films and much more in a beautifully-renovated 1928 setting.

The Carolina Civic Center Foundation, Inc., is the nonprofit (501(c)3) organization that manages and programs the Carolina Civic Center Historic Theater. All donations and sponsorships are tax-deductible as allowed by law. The following sponsorship levels (and benefits) are available:

CASH DONATION (write in your amount on next page)

SHOW SUPPORT SPONSOR (\$500+):

- Logo and name in show playbill
- Full-page color ad in show playbill
- Logo and name on event blasts to theater e-mail contact list, also Facebook page
- Up to 4 complementary tickets

SHOW AD SPONSOR:

Full page: (\$250)

Half page: (\$200)

Ad Sale Form

Your support for this production is greatly appreciated and your contribution will help make this show a success. Thank you again!

Please select how you wish to show your support

- CASH DONATION (\$)
- SHOW SUPPORT SPONSOR (\$500)
- SHOW AD FULL PAGE (\$250)
- SHOW AD HALF PAGE (\$200)

PLEASE INDICATE HOW YOU WOULD LIKE YOUR AD TO APPEAR IN THE PROGRAM

- Ad slick enclosed
- I will send my advertising information via email to Jonathan@CarolinaCivicCenter.com
- Please create my ad, I trust you
- Please print my ad as it appears below:

- PAYMENT: Cash Debit (call me at)
- Check (payable to: Carolina Civic Center) PayPal (scan code below with camera)



Signing this form constitutes an agreement between (print your name) and the Carolina Civic Center Historic Theater for enclosed ad blocks for “The 13th annual Robeson County Christmas Show.”

Donor/Business Name Signature Date

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Council

Submission Date: 11/01/2024

Subject: Approve the designation of \$280.00 for Cruising 2nd Street Again in Precinct 4

Summary/Background of Subject Matter:

Councilwoman Higley requests \$280.00 of CRF for “Cruising 2nd Street Again” an event that will be held on Sunday, December 1, 2024, from 1:00 to 5:00 p.m.

Staff Recommendation:

Designate \$280.00 for Cruising on 2nd Street Again.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Council

Submission Date: 11/04/2024

Subject: P6 - Christmas Toy Drive

Summary/Background of Subject Matter:

Councilman Douglas requests \$1,500 of CRF for a Toy Drive in Precinct 6.

Staff Recommendation:

Approve CRF request as indicated above.

Signature:

Department:

ATTACHMENTS:

None

Lumberton City Council
Lumberton, North Carolina



Request for Action

Meeting Date: November 4, 2024

Originated By: City Council

Submission Date: 11/04/2024

Subject: Approve the Designation of \$450.00 to Colors of Life for a Christmas Dinner

Summary/Background of Subject Matter:

Councilwoman Higley along with Councilmen Thomas and Carroll would like to donate \$150 each of CRF to the Colors of Life Annual Christmas Dinner to be held on December 14, 2024, at the Godwin Heights Community building, located at 1110 Mimosa Street.

Staff Recommendation:

Approval the designation as indicated above.

Signature:

Department:

ATTACHMENTS:

None