



CITY OF LUMBERTON

CITY COUNCIL

AGENDA • AUGUST 4, 2025

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

- A. Suzanne Abbott - Trending Robeson - , Legal

III. Public Hearings

- A. CDBG-NR 2025 Application Public Hearing - Stephanie Canady, Planning & Neighborhood Services

IV. Consent Agenda

- A. Minutes Approval for June 9, 2025, City Council Meeting
- B. Ratification - Community Revitalization Funds for First Baptist Church's 103rd Anniversary as follows: P1 \$50 P2 - \$200 P3 - \$200 P4 - \$100 P5 - \$300 P-6 \$500 P7 - \$200 and P8 - \$50 for a total of \$1,650.00. - Wayne Horne, City Manager
- C. Ratify the Grant Application Approval Request - for Communication Equipment and First Aid Kits and Medical Equipment for the Police Department - Wayne Horne, City Manager
- D. Ratify the Appointment(s) to Lumberton Housing Authority for Ms. Barbara Richburg

and Ms. Pam Hunt - Wayne Horne, City Manager

- E. Ratify - CRF to LYBA as follows: P1 - \$200 P2 - \$200 P3 - \$200 P4 - \$100 P5 - \$100 P6 - \$200 P7 - \$200 P8- \$200 and from the Mayor's Discretionary Fund \$200 for a total of \$1,600.00. - Wayne Horne, City Council
- F. Ratify - CRF to Lumberton Dixie Youth Softball Association as follows: P1 - \$200 P2 - \$200 P3 - \$200 P4 - \$100 P5 - \$100 P6 - \$200 P7 - \$200 P8- \$200 and from the Mayor's Discretionary Fund \$200 for a total of \$1,600.00. - Wayne Horne, City Council
- G. Ratify the Submission of the Lead and Copper Investigation Phase 3 Grant Application - Rob Armstrong, Public Works
- H. Ratify the Adoption of the Resolution Authorizing the Finance Director to Sign Checks, Drafts or Official Depository - Wayne Horne, City Manager
- I. Ratify - Resolution for the Water Plant PFAS Approval to Submit an Application for Funding to NCDEQ-DWI - Wayne Horne, Public Works
- J. Ratify the Request of P6 - \$250 in Community Revitalization Funds to Repair a Handicap Ramp at 118 Spearman Street.
- Councilman Douglas, City Council
- K. Ratify the Commitment to pay \$40,074 toward the Floodgate Project - Holt Moore, City Attorney
- L. Ratify - Policy Addendum to the City of Lumberton Procurement Policy - Michael McNeill, Police

V. Agenda Items

- A. HMGP Florence Bid Award Group 5 - Stephanie Canady, Planning & Neighborhood Services
- B. Request for Four-Way Stop Installation at Norwood and Eisenhower Streets - Michael McNeill, Police
- C. Replacement of City Hall Fire Alarm Main Panel and Associated Components - Ben Andrews, City Attorney
- D. Emergency Sewer Replacement - Rob Armstrong, Public Works
- E. Emergency Sewer Repair #2 - Rob Armstrong, Public Works
- F. I-95 Casing Bore Betterment Change Order - Rob Armstrong, Public Works
- G. Wheel Balancer Purchase - Rob Armstrong, Public Works

- H. Linkhaw Road - CSX Railroad Culvert Improvements - Rob Armstrong, Public Works
- I. Raw Water Intake ATS - Rob Armstrong, Public Works
- J. Waste Water Hydrostal Pumps - Rob Armstrong, Public Works
- K. Lab Water Meter - Rob Armstrong, Public Works
- L. Freemans Lift Station Pump - Rob Armstrong, Public Works
- M. Resolution Accepting Asset Inventory Assessment Grant - Rob Armstrong, Public Works
- N. Water Plant Sludge Basin Clean-out Extension - Rob Armstrong, Public Works
- O. Approve Contract Documents with Aclara for AMI - Rob Armstrong, Greg Prevatte`, Tia Jacobs, Travis Branch, City Attorney
- P. Approve Resolution Authorizing Installment Purchase Agreement - Holt Moore, City Attorney
- Q. Resolution in Support of Smart Start Day – Temporary Road Closure Request - Holt Moore, Legal
- R. America 250 Grant & Mural - Brandon Love, City Manager
- S. Carolina Civic Center Annex - Project Update & Change Orders - Brandon Love, City Manager
- T. Downtown Facade Improvement Grant Allocation - Brandon Love, City Manager
- U. EPA Brownfields Grant - Downtown Market Study - Brandon Love, City Manager
- V. Lumber River Memorial Park - Change Order - Brandon Love, City Manager
- W. Scottish Packing Boat Ramp - Project Report - Brandon Love, City Manager
- X. Approve the designation of \$400.00 of Community Revitalization Funds to Wycliffe East Homeowners' Association - Councilman Leroy Rising, City Council
- Y. Community Revitalization Fund Request – L. Gilbert Carroll Middle School
- Councilman Rising, City Council
- Z. Transfer of Community Revitalization Funds (CRF) from Councilwoman Robinson to Councilman Rising

- Councilwoman Robinson, City Council

AA. P5 - CRF Request for \$350 -103rd Anniversary Program Sponsorship - Councilman John Cantey, City Council

BB.

Approval of a \$200 allocation from Precinct 5's Community Revitalization Funds to support the Dynamic Divas Majorettes

- Councilman John Cantey, City Council

CC. Reimbursement of Community Revitalization Funds - Community Day - Precincts 5 & 6 - Councilman John Cantey, City Council

DD. 41st Annual Clifford Bullard Memorial Tournament - Councilman Thomas, City Council

EE. Downtown Lumberton Hispanic Cultural Festival - Councilman Owen Thomas, City Council

FF. Robeson County Partnership for Children Presents the 30th Anniversary Gala - Councilman Rising, City Council

VI. Adjournment

Lumberton City Council

Item: III.A.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: Planning & Neighborhood
Services

Submission Date: 07/11/2025

Subject: CDBG-NR 2025 Application Public Hearing

Summary/Background of Subject Matter:

The City has been notified by the Department of Commerce Rural Development Division of the availability of up to \$950,000 in CDBG funds for the 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 first of two required public hearings that will be conducted during the planning stage of the CDBG application for Neighborhood Revitalization funds. These public hearings serve to gather input from citizens on Lumberton's use of CDBG funds. The second required public hearing will be held at the October meeting, and the application for the program will be due to the NC Dept. of Commerce RDD on October 29, 2025.

Staff Recommendation:

Staff recommends holding tonight's public hearing as part of the application process.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City
Clerk

Department: Planning & Neighborhood
Services

ATTACHMENTS:

None



CITY OF LUMBERTON

CITY COUNCIL

MINUTES • JUNE 9, 2025

Regular Meeting

Council Chambers

6:00 PM

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

I. Call to Order

A. Invocation –

City Attorney Holt Moore

B. Pledge of Allegiance –

Led by Councilwoman Karen Higley.

II. Public Comment Period

- A. Ray Pennington Park - Boots on the Ground - Ms. Loretta Locklear - , City Manager
No show.

III. Public Hearings

- A. The City of Lumberton Contiguous Annexation Emery Road - County - ArTriel
Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the public hearing to consider attending the corporate limits of the City by annexing property located on Emery Road. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that the hearing was advertised in the Robesonian.

Dr. Kirchner, Planning Director, appeared before Council and stated that the City of Lumberton is requesting a contiguous annexation of property located on Emery Road parcel #02080101402, Deed Bk. 2334, Pg. #0612. The property is zoned in County I-2; therefore, a rezoning is required. The City requests the property be zoned M-2, Heavy Manufacturing, which will be addressed in a separate item.

The Planning Department recommends that the City Council hold tonight's public hearing and approve the annexation request.

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

B. The City of Lumberton Rezoning Emery Road - County - ArTriel Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the public hearing to consider an amendment to the Land Use Ordinance by rezoning property located on Emery Road from County Industrial 2 to M-2, Heavy Manufacturing. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that notice of the hearing was advertised in the Robesonian.

The Planning Director, Dr. Kirchner appeared before the City Council and stated that the City of Lumberton is requesting to rezone property located on Emery Road parcel #02080101402, Deed Bk. 2334, Pg. #0612. The property is zoned in County I-2; therefore, a rezoning is required. The City requests the property be zoned M-2, Heavy Manufacturing.

C. Tubbs Contiguous Annexation Emery Road - County - ArTriel Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the public hearing to consider attending the corporate limits of the City by annexing property located on Emery Road. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that the hearing was advertised in the Robesonian.

Dr. Kirchner, Planning Director, appeared before Council and stated that the City of Lumberton submitted an application for contiguous annexation on behalf of the property owner, Mary Price Tubbs, for property located on Emery Road parcel #02070201501. The property is zoned in County H-1; therefore, a rezoning is required. The City requests the property be zoned M-2, Heavy Manufacturing, which (the rezoning) is addressed in a separate item.

The Planning Department recommends that the City Council hold tonight's public hearing and approve the annexation request.

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

D. Tubbs Rezoning Emery Road - County - ArTriel Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the public hearing to consider an amendment to the Land Use Ordinance by rezoning property located on Emery Road from County Industrial 2 to M-2, Heavy Manufacturing. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that notice of the hearing was advertised in the Robesonian.

The Planning Director, Dr. Kirchner appeared before the City Council and stated that the City of Lumberton is requesting to rezone property located on Emery Road. City Attorney Moore opened the public hearing to consider an amendment to the Land Use Ordinance by rezoning property located on Emery Road from County Industrial 2 to M-2, Heavy Manufacturing. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that notice of the hearing was advertised in the Robesonian.

The Planning Director, Dr. Kirchner appeared before the City Council and stated that the City of Lumberton is requesting to rezone property located on Emery Road.

E. Justin Patterson Rezoning 35 State St.-P7 - ArTriel Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the public hearing to consider an amendment to the Land Use Ordinance by rezoning property located at 35 State Street from R-20, Residential Single Family to R-7, Residential Single Family/Duplex. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that notice of the hearing was advertised in the Robesonian.

Planning Director Dr. Kirchner appeared before the City Council and stated that Justin Patterson is requesting to rezone parcel #322202006 at 35 State Street (deed book 2066, pg. 118) from R-20, residential single family to R-7, residential single family/duplex.

The Planning Department recommends that the City Council hold tonight's public hearing and approve the rezoning request.

Justin Patterson appeared before Council and stated that he's here to answer any questions.

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

F. Eric Chavis Rezoning Request 1322 Alamac Road-ETJ - ArTriel Kirchner, Planning & Neighborhood Services

City Attorney Holt Moore opened the public hearing to consider an amendment to the Land Use Ordinance for property located at 1322 Alamac Road. The proposed amendment would rezone the property from R-6 (Residential Single-Family) to B-4 (General Business Commercial) for the intended use as an automobile service center. City Clerk Laney Mitchell-McIntosh submitted the Affidavit of Publication, verifying that the public hearing was properly advertised in *The Robesonian*.

Dr. ArTriel Kirchner appeared before Council and stated that Eric Chavis is requesting the rezoning of 1322 Alamac Road from R-6 to B-4. The intended use of the property is for an automobile service center.

Planning staff recommended that Council hold the public hearing and approve the rezoning request.

Councilman Eric Chavis requested to be recused from the discussion and vote.

Councilman John Cantey asked Mr. Chavis what types of services would be offered at the proposed facility. Mr. Chavis replied that the business would provide vehicle

inspections, oil changes, and possibly sell used tires.

Councilman Cantey then asked Dr. Kirchner if there were any controversial issues or concerns related to this rezoning. Dr. Kirchner explained that several potential uses under the B-4 zoning would still require a Special Use Permit and would need to come back before Council for approval.

Councilman Carroll inquired whether restrictions or conditions should be placed on the rezoning due to the property's proximity to a residential area. Dr. Kirchner responded that any such conditions would require a separate application under Conditional Zoning.

Councilman Cantey further asked Mr. Chavis whether he intended to install any gaming machines at the business. Mr. Chavis stated that he did not.

Dr. Kirchner noted that a Type C screening would be required as part of the site development to provide appropriate buffering for adjacent properties.

G. Gods Chosen Generation (SUP) Cemetery 44 Zach Drive- ETJ - ArTriel Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the public hearing to consider the issuance of a Special Use Permit located at 44 Zach Street, which is in the City's ETJ. The purpose of the SUP is for a church cemetery. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that notice of the hearing was advertised in the Robesonian.

Dr. Kirchner, Planning & Neighborhood Services Director, appeared before the Council and stated that Pastor Randy Cummings with Gods Chosen Generation is requesting a Special Use Permit (SUP) for a church cemetery to be located at 44 Zach Drive– ETJ.

Recommends that City Council hold tonight's public hearing and approve the Special Use Permit request.

Pastor Cummings appeared before the Council and stated that fifteen years ago they submitted a request for the church to have a cemetery, but we changed our mind because of the small children we had. We gave them time to grow up, so we are back before you once again.

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

H. Ryan Locklear Special Use Permit 328 E. 24th. St. - P3 - ArTriel Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the public hearing to consider the issuance of a Special Use Permit located at 328 E. 24th Street. The purpose of the SUP is to consider extending the operating hours at this establishment. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that notice of the hearing was

advertised in the Robesonian.

Ryan Locklear is requesting a Special Use Permit to extend his operating hours for his restaurant and arcade, located at 328 E. 24th. St. (parcel #32140100801), to 1:00 am on Fridays and Saturdays (initial request - open until 2:00 am). His current operating hours are Mon. - Sat. 4 pm – 11 pm and Sunday 4 pm-10 pm. Restaurants with hours of operation, which include the hours of 11:00 pm through 6:00 am, require a Special Use Permit.

Recommended additional conditions:

- Extend the hours of operation to 1:00 am
- No one under the age of 18 years is permitted after 8:00 pm.
- Must provide security until 1:00 am
- Provide a partition wall between the alcohol sales and the game center (previous condition)

The planning staff recommend that the City Council hold tonight's public hearing and approve this request with the above-mentioned conditions.

Ryan Locklear, owner, and Ash Locklear, both a patron and employee, appeared before the Council to speak in favor of extending the hours of service. Ash Locklear noted that the extended hours could allow for additional recreational programming, such as an 80s-themed event. Councilman Cantey raised concerns regarding safety, asking whether there had been any prior issues related to the current hours of operation. Mr. Locklear stated that we have had one incident when a minor did not want to leave.

Councilman Carroll stated that he has visited this establishment several times and he was impressed with the separation of the bar from the game center.

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

I. Proposed 2025-2026 Fiscal Year Budget - Wayne Horne, City Manager

City Attorney Moore opened the public hearing to consider the adoption of the proposed Fiscal Year 2025–2026 Municipal Operating and Capital Budget. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication confirming that notice of the hearing was properly advertised in *The Robesonian*.

City Manager Horne noted that the proposed FY 2025–2026 Budget was formally presented to the City Council during the Budget Workshop held on Wednesday, May 28, 2025.

In accordance with NCGS 159-12, a public hearing must be held no sooner than ten

days after the budget presentation to allow for public comment prior to adoption. Copies of the proposed budget have been made available for public review at the City Clerk's Office, the East Lumberton Resource Center, the Dr. Robert L. Jones Resource Center, and the Robeson County Public Library. Notice of the public hearing was duly advertised in *The Robesonian*.

It is recommended that City Council hold the public hearing and consider adoption of the proposed FY 2025–2026 Budget Ordinance.

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

IV. Consent Agenda

- A. Minutes Approval for May 5, 2025, Regular City Council Meeting and May 28, 2025, Special City Council Meeting.
- B. Ratify the Contribution of \$400 of CRF for the Juneteenth Souvenir Booklet as follows: P1 - P8 Contributed \$50 each for a total of \$400. - Wayne Horne, City Manager
- C. Ratify the Designation of \$450 to the Juneteenth Souvenir Booklet as follows: P1 - P8 \$50 each - Wayne Horne, City Manager
- D. Ratification of the Adoption of the Resolution of the Financing Terms and the Selection of Atlantic Union Public Finance as the lending source for the AMI Project - Hank Lewis, Finance
- E. Ratification of Construction Agreement with CSX for Floodgates - Holt Moore, City Attorney

V. Agenda Items

- A. Unsafe structure 204 S Seneca Street - Ben Andrews, Inspections

The structure located at 204 S Seneca Street was inspected by our department and was determined to be unsafe. A notice of condemnation and hearing was sent. A hearing was held on March 6, 2025, in which the owners were not present. An order to demolish the structure was issued. The time in which the owners had to comply expired on April 10, 2025.

Staff recommends the City Council direct the Building Inspector to demolish and remove the unsafe structure located at 204 S Seneca Street.

B. Unsafe Structure 310 W 24th Street - Ben Andrews, Inspections

The structure located at 310 W 24th Street was inspected by our department and was determined to be unsafe. A notice of condemnation and hearing was sent. A hearing was held on June 20, 2024, in which the owners were present. An order to demolish the structure was issued. The time in which the owners had to comply expired on July 25, 2024.

Staff recommends the City Council direct the Building Inspector to demolish and remove the unsafe structure located at 310 W 24th Street.

C. Airport Remote Fuel Connection - Gary Lewis, Airport

The Airport is asking to use \$9,918.31 of funds from 65-00-8139-5565 for SPATCO Energy Solutions to provide and install the equipment for the remote fill connection.

D. Permission to apply for the 2025 COPS Grant - Michael McNeill, Police

The Lumberton Police Department is requesting permission to apply for the 2025 COPS School Violence Prevention Grant in the amount of \$150,000.00 to purchase VIPER radios. These radios will enable patrol officers to communicate with other first responders in crisis and emergency situations.

It is recommended that the Lumberton Police Department be granted permission to apply for the 2025 COPS grant in the amount of \$150,000.

E. SCADA Computer server replacement - Rob Armstrong, Public Works

The City of Lumberton relies on a computer SCADA system designed by Lord and Company to operate and monitor the Water and Wastewater Treatment Plants along with the 49 lift stations in the sewer collection system. One of these computer systems is a remote server that allows city crews to monitor the lift stations in the field without needing to be at the water or wastewater treatment plants to get real-time data of what each station is doing. This remote server has failed and cannot be repaired. Replacement is the only option at this time. City staff have received a quote from Lord and Company for a replacement server computer that will be programmed to work with the other SCADA components that make up the Lumberton system.

Public Works recommends council approval of the attached quote from Lord and Company for the replacement SCADA computer server in the amount of \$14,013.00 with funds being made available from the Water and Sewer Capital Reserve Fund.

F. WWTP PFAS Study Scope and Fee - Rob Armstrong, Public Works

Public Works brings the scope agreement and fee schedule associated with the Wastewater Treatment Plant PFAS study from CDM Smith who was previously selected as the engineering firm for PFAS related work at both the Water and

Wastewater Treatment Plants.

Public Works recommends approval of the scope of work, schedule, and fees as proposed by CDM Smith in regards to the Wastewater Treatment Plant PFAS study.

G. Floodgate Construction Administration and Quality Control Services - Rob Armstrong, Public Works

Atkins Realis has provided the attached amendment #6 to their floodgate design contract. This amendment provides a scope and fee for the Floodgate Construction Administration and Quality Control. The Quality Control Phase includes geotechnical, concrete and other material testing along with monitoring critical structural elements of the floodgate while being constructed. The fee for these services is \$937,993, to be paid for over the course of the project by the funds appropriated to the project. With the addition of amendment #6, the total professional services contract fee is \$3,420,101.93.

Public Works is recommending Council approve Amendment #6 to the professional services contract with Atkins Realis for \$937,993 to provide construction administration and quality control testing for the West Lumberton Floodgate Project.

H. Approval of Fayetteville Road Widening Agreement with NCDOT regarding Water & Sewer - Holt Moore, Public Works

Staff seeks Council's approval of the attached agreement with NCDOT for the Fayetteville Road widening project. Specifically this addresses relocating water and sewer lines, and some sidewalk additions / improvements. The amount is \$1,046,285.20; NCDOT's share of these items is much larger. Legal has reviewed the agreement and has found no problems, and the agreement is essentially required as part of this project.

Approve agreement.

I. Rudy Gallegos Final Plat Approval - ETJ - ArTriel Kirchner, Planning & Neighborhood Services

Rudy Gallegos is requesting final plat approval for property located on Saxon Avenue (parcel # 10140304305). At the April 5, 2023 City Council meeting, Council approved the Special Use Permit for a major subdivision. Per the City Ordinance, following the approval of the Special Use Permit, the final plat must be approved by the Council.

Rudy Gallegos submitted the final plat for Council approval on May 19, 2025. The final plat was submitted to the City's reviewing departments for review and comments.

Receiving no comments or recommended changes to the plat, the Planning Staff recommends that City Council approve the attached final plat.

J. Budget Amendments

- Wayne Horne, Hank Lewis, Finance

Budget amendments will be needed for the year end closing of fiscal year 2025. City Manager Wayne Horne and Finance Director Hank Lewis are requesting authorization to perform budget amendments for year-end.

Recommend that Council authorize the City Manager and Finance Director to perform budget amendments for year-end closing effective June 30, 2025

K. Delinquent Receivables

- Hank Lewis, Finance

A list of delinquent receivables is attached for review and consideration for write-off. This is a standard accounting practice to write-off accounts receivable that are three years old and taxes receivable that are the years old and continue our efforts to collect them.

Recommend that Council approve the write-off of the attached delinquent receivables.

L. NC Land & Water Fund - Project Update - Brandon Love, City Manager

Please accept the following update on the NC Land and Water Fund grant. As you may recall, the City of Lumberton received a \$2,000,000 competitive grant from the NC Land and Water Fund to acquire parcels near the entrance to the Mayfair subdivision, which include the old Fuller's restaurant site and others. The grant also provides for the selective demolition of these parcels and subsequent floodplain restoration. This all in an attempt to provide additional storage and flood relief for the Mayfair community. The NCLWF followed up by awarding the City of Lumberton an additional \$800,000 to be combined with the initial grant to fully fund this project effort. Finally, City Council awarded a design-build contract to Wildlands Engineering to design, engineer, and construct this floodplain management project.

Over the past six months, City staff have successfully negotiated purchase agreements with four of the five property owners involved in the NCLWF project and the Legal Department will be conducting real estate closings to acquire six parcels in the upcoming weeks. Wildlands has produced a preliminary layout for the project which is attached to this report.

No Council action is needed at this time.

M. Carolina Civic Center - Elective Change Order #37 - Brandon Love, City Manager

As the Carolina Civic Center project wraps up, there are several City-related improvements needed in the vicinity of the Civic Center entrance and along Chestnut Street. Most notably, the installation of three new curb inlets and associated drain pipe, the replacement of a majority of the brick sidewalk and the pouring of new curb and gutter along Chestnut. While these are items typically provided by the Public Works Department, we have asked the general contractor for the Civic Center to provide pricing to include this infrastructure in their scope of work.

City Council to approve Change Order #37 for \$48,277.67. With the load that is on the

PW department, we are using a contractor to do this work on our behalf.

DCM Love stated that there would be a soft opening around September.

Councilman Cantey asked with this change order, are we okay with the budget? DM Love stated that with the downtown grant we received, we are OK.

- N. Request to Re-name the Bridge at Exit 20 After Fallen Police Officer Jason Quick - Wayne Horne, City Manager

City Manager Horne received a request that was presented to Councilman Thomas asking City Council to consider re-naming the bridge located at Exit 20 in honor of fallen Police Officer Jason Quick. In support of this effort, it is requested that the City Council adopt a Resolution supporting this action.

That City Council will consider the request to support the re-naming of the bridge at Exit 20 to Fallen Police Officer Jason Quick by adopting the attached Resolution. The Resolution will be sent to the NC Department of Transportation for their consideration and approval.

- O. P1 - CRF Request for Wycliffe Association - Councilman Leroy Rising, City Council

Councilman Rising requests \$400.00 of CRF to be given to the Wycliffe West Homeowners' Association for median beautification.

Designate \$400.00 of CRF to the Wycliffe West Homeowners' Association in Precinct 1. Make check payable to Honorable Judge Stan Carmical, 4 Westchester Place.

- P. P2 - Request for VBS - United Pentecostal Holy Church - Councilwoman Melissa Robinson, City Council

Councilwoman Robinson would like to designate \$200.00 of CRF to United Pentecostal Holy Church for a Vacation Bible School.

Approve the designation as stated above.

- Q. P4 - Community Day at Ivey's Park - Councilwoman Karen Higley, City Council

Councilwoman Higley is requesting \$2,000 of Community Revitalization Funds for a Community Day being held on June 21, 2025, at Ivey's Ball Park from 11:00 AM - 2:00 PM.

Approve the designation as stated above.

- R. P4 - Request for \$150 of CRF for Repairs - Councilwoman Karen Higley, City Council

Due to some unforeseen conditions, Councilwoman Higley requests \$150 of CRF be given for in-house repairs to Full Gospel Tabernacle Church located at 104 Carolina Avenue.

Approve designation as stated above.

- S. P7 - Request for Funds - Lumberton Junior Service League - Councilman Eric Chavis, City Council

The Lumberton Junior Service League is an organization dedicated to improving our community through various service initiatives. This organization focuses on community outreach; direct service to organizations addressing issues like domestic violence, rape, and homelessness. Over the past year, this organization has awarded 2 - \$1000 scholarships and assisted over 200 students in middle and high school with the Operation Prom Program.

Please see the attached letter for more information on this organization. I would like to contribute \$200 of Community Revitalization Funds to this cause. All City Council members with the exception of the Mayor donated \$50 each to this cause for a total of \$550.00.

- T. 4th Annual Sudan Pirates Golf Tournament - Owen Thomas, City Council

Councilman Thomas would like to designate \$100 of Community Revitalization Funds for the 4th Annual Sudan Pirates Golf Tournament to be held on June 28, 2025, at the Fairmont Golf Course. Registration will start at 8:00 am.

Approve the designation of \$450 as indicated above as follows: all council members P1- P7 donated \$50 and P8 - \$100 for a total of \$450.

- U. P5 - Requests \$200 of CRF for the 2nd Annual Youth "Stop the Violence" Event - Councilman John Cantey, City Council

- V. P5 - CRF Request for a Community Day Event on June 27th - Councilman John Cantey, City Council

Councilman Cantey requested \$500 of Community Revitalization Funds for a Community Day event in Precinct 5. Councilman Douglas contributed \$300 to this event.

Approve the designation of \$800 as stated.

- W. P5 - Request for Reimbursement - , City Council

At its May 7, 2025, City Council meeting, Councilmen Cantey and Douglas requested \$600 for the Positive Behavioral Intervention Support Program at WH Knuckles Elementary School. When purchasing the bikes, this amount increased by \$277. Councilman Cantey is requesting reimbursement of the final expense overage.

Approve the reimbursement of \$277 to Councilman Cantey for the overage of purchasing the bikes for the PBIS Program at WH Knuckles.

- X. Installation of Stop Signs - Intersection of 10th Street and Rex Street - Michael McNeill, Police

Councilman Carroll is requesting the approval of a three-way stop at the intersection of 10th Street and Rex Street. Many complaints have been received concerning speeding in this area.

Approve the recommendation that a three-way stop be erected at the intersection of 10th Street and Rex Street.

Y. Appointment(s) to ABC Board - Holt Moore, City Attorney

Long-time ABC Board Chair John Armstrong, whose term expires this month, has decided he will not seek another term. To avoid a lapse in the Board having a Chairperson, staff is bringing this appointment to you for consideration. Should a current Board member be selected, this will create another vacancy which the Council may fill.

City Attorney Moore stated that Alan Avant is the longest-serving member and John McArthur has expressed interest. Councilman Cantey made a motion to appoint Alan Avant as Chair of the Board and Councilman Rising made a motion to appoint Mickey Gregory to the board.

VI. Closed Session - Confer with the City Attorney

See Closed Session minutes in the vault.

No action was taken.

VII. Adjournment

[MIN_SIGNATURES]

Lumberton City Council

Item: IV.B.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: City Manager

Submission Date: 07/16/2025

Subject: Ratification - Community Revitalization Funds for First Baptist Church's 103rd Anniversary as follows: P1 \$50 P2 - \$200 P3 - \$200 P4 - \$100 P5 - \$300 P-6 \$500 P7 - \$200 and P8 - \$50 for a total of \$1,650.00.

Summary/Background of Subject Matter:

A poll was conducted on July 1, 2025, regarding a request from Councilman Cantey for the allocation of \$300 in CRF funds to support First Baptist Church's 103rd Church Anniversary Program, scheduled for August 2, 2025. The event will be held at First Baptist Church, located at 504 W. 2nd Street, Lumberton, NC. The anniversary service will honor the life and legacy of Rev. Dr. E.B. Turner, who served as pastor for 57 years and was a longtime-elected official.

Staff Recommendation:

Council recommended approval.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Manager

ATTACHMENTS:

None

Lumberton City Council

Item: IV.C.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: City Manager

Submission Date: 07/16/2025

Subject: Ratify the Grant Application Approval Request - for Communication Equipment and First Aid Kits and Medical Equipment for the Police Department

Summary/Background of Subject Matter:

On July 16, 2025, the Police Department requested approval to submit applications for the grants outlined below. Both grant deadlines failed prior to the August 4th City Council meeting. Listed below are the two grants that were submitted and brought forward for ratification at this meeting.

To: Firehouse Subs

For: 9 MDT's

Amount: \$23,772.69

These MTS's would replace worn and/or outdated equipment used by officers to communicate remotely with communications and access information, ultimately decreasing the time it would take to complete these tasks otherwise.

To: Gary Sinise Foundation

For: First Aid Kits and Medical Equipment

Amount: \$23,130.07

Life-saving equipment and medical supplies that could save the lives of officers and citizens in situations when dealing with acts of violence.

Staff Recommendation:

Council approved the grant applications submission request.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Manager

ATTACHMENTS:

None

Lumberton City Council

Item: IV.D.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: City Manager

Submission Date: 07/16/2025

Subject: Ratify the Appointment(s) to Lumberton Housing Authority for Ms. Barbara Richburg and Ms. Pam Hunt

Summary/Background of Subject Matter:

The Lumberton Housing Authority submitted a request for the reappointment of Pam Hunt and Barbara Richburg to new five-year terms.

Mayor Davis has approved the re-appointments. As noted in their communication, the Housing Authority's annual meeting is scheduled for Tuesday, July 22.

Staff Recommendation:

Ratify appointment(s) to Lumberton Housing Authority.

City Manager's Comments:

Signature:

Department: City Manager

ATTACHMENTS:

None

Lumberton City Council

Item: IV.E.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: City Council

Submission Date: 07/17/2025

Subject: Ratify - CRF to LYBA as follows: P1 - \$200 P2 - \$200 P3 - \$200 P4 - \$100 P5 - \$100 P6 - \$200 P7 - \$200 P8- \$200 and from the Mayor's Discretionary Fund \$200 for a total of \$1,600.00.

Summary/Background of Subject Matter:

. Ratification of \$1,600 of CRF to the Lumberton Youth Baseball Association (LYBA) –

Council made the following designations of CRF to the Lumberton Youth Baseball Association (LYBA). The funds were used to defray the costs of team equipment needs, travel and hotel expenses for the Lumberton AAA Allstars Team to travel to the Dixie Youth World Series in Laurel, Mississippi.

The designations were done by telephone poll due to time constraints, and need to be ratified at today's meeting. The designations were: P1 - \$200 P2 - \$200 P3 - \$200 P4 - \$100 P5 - \$100 P6 - \$200 P7 - \$200 P8- \$200 and from the Mayor's Discretionary Fund \$200 for a total of \$1,600.00.

Staff Recommendation:

Ratify designations as stated.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: IV.F.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: City Council

Submission Date: 07/17/2025

Subject: Ratify - CRF to Lumberton Dixie Youth Softball Association as follows: P1 - \$200 P2 - \$200 P3 - \$200 P4 - \$100 P5 - \$100 P6 - \$200 P7 - \$200 P8- \$200 and from the Mayor's Discretionary Fund \$200 for a total of \$1,600.00.

Summary/Background of Subject Matter:

Council made the following designations of CRF to the Lumberton Youth Baseball Association (LYBA). The funds were used to defray the costs of team equipment needs, travel and hotel expenses for the Lumberton AAA Allstars Team to travel to the Dixie Youth World Series in Laurel, Mississippi.

The designations were done by telephone poll due to time constraints, and need to be ratified at today's meeting. The designations were: P1 - \$200 P2 - \$200 P3 - \$200 P4 - \$100 P5 - \$100 P6 - \$200 P7 - \$200 P8- \$200 and from the Mayor's Discretionary Fund \$200 for a total of \$1,600.00.

Staff Recommendation:

Ratify designations as stated.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: IV.G.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: Public Works

Submission Date: 06/25/2025

Subject: Ratify the Submission of the Lead and Copper Investigation Phase 3 Grant Application

Summary/Background of Subject Matter:

Public Works requested approval to submit for another lead and copper inventory grant. This would be Phase 3. We are trying to secure as much money before the grant source runs out of grant money. Attached is a resolution to apply for Phase 3, \$1M grant but the deadline is August 1st. The next deadline after that is November. We can wait until November because we are just starting phase 1, the only risk is that grant funds run low from all the August 1st applications.

Staff Recommendation:

Ratify the adoption of the Resolution for the Lead and Copper Investigation Phase 3 Grant Application.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: Public Works

ATTACHMENTS:

1. Lumberton LSI Phase 3_Resolution

**RESOLUTION OF THE LUMBERTON CITY COUNCIL AUTHORIZING THE FILING
OF AN APPLICATION WITH NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY GRANT FOR A LEAD SERVICE INVENTORY
PROJECT (PHASE 3) LOAN/GRANT**

WHEREAS, the City of Lumberton has need for and intends to construct, plan for, or conduct a study in a project described as **One or More Lead Service Inventory Projects**, and

WHEREAS, the City of Lumberton intends to request State loan and/or grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF LUMBERTON:

That City of Lumberton will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the City of Lumberton will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the City of Lumberton will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the City of Lumberton agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Lumberton to make a scheduled repayment of the loan, to withhold from the City of Lumberton any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Wayne Horne, City Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Lumberton with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That Wayne Horne, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of Lumberton has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

On motion of Councilman Thomas, seconded by Councilwoman Chavis, the foregoing Resolution was adopted on the 26th day of June, 2025.

Bruce W. Davis, Mayor

ATTEST:

Laney Mitchell-McIntosh, City Clerk

Resolution No. 2025.06.03

CERTIFICATION BY THE RECORDING OFFICER

I, the undersigned, being the duly qualified and acting City Clerk of the City of Lumberton, North Carolina, do hereby certify that the foregoing (or attached) resolution is a true and accurate copy of the resolution authorizing the filing of an application with the State of North Carolina.

In the absence of a regular City Council meeting in July, and in order to meet the State's submission deadline of August 1, 2025, the resolution was adopted by means of an email poll conducted among the members of the City Council. It is scheduled to be formally ratified at the next regular City Council meeting on August 4, 2025. Said resolution has been properly recorded in the official journal of proceedings and records maintained in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Lumberton, this ____ day of _____, 2025.

Laney Mitchell-McIntosh

City Clerk

Lumberton City Council

Item: IV.H.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: City Manager

Submission Date: 07/17/2025

Subject: Ratify the Adoption of the Resolution Authorizing the Finance Director to Sign Checks, Drafts or Official Depository

Summary/Background of Subject Matter:

Staff Recommendation:

City Manager's Comments:

Signature:

Department: City Manager

ATTACHMENTS:

1. 2025.07.01 Resolution-Signs Checks, Drafts Official Depository

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUMBERTON,
DESIGNATING T. WAYNE HORNE, HENRY G. LEWIS, JR. AND CHERYL S. HUNT
AS PERSONS AUTHORIZED TO SIGN ALL CHECKS OR DRAFTS ON SAID
OFFICIAL DEPOSITORY**

BE IT RESOLVED by the City Council of the City of Lumberton that:

- 1) by any or all of the following authorized individuals who have signed the deposit agreement and/or signature card for each respective account (hereinafter referred to as “authorized individuals”) and pursuant to any special instructions contained herein or therein;

T. Wayne Horne	City Manager
Henry G. Lewis, Jr.	Finance Director
Cheryl S. Hunt	Deputy Finance Director

- 2) or, by any or all individuals whomsoever, whether authorized or unauthorized, who shall make use of a sample or other facsimile signature or endorsement bearing the entity’s name.

BE IT FURTHER RESOLVED that any of the parties named above are authorized to execute an Agreement for Cashing Checks, the terms of which are hereby incorporated by references by and between this entity and Bank; may terminate same, and make changes in said Agreement from time to time;

BE IT FURTHER RESOLVED that the City Clerk be, and hereby is, authorized and directed to certify these resolutions to Bank and further resolved that the provisions hereof are in conformity with the charter and by-laws of this entity;

BE IT FURTHER RESOLVED that any of the parties named above are authorized to execute a Safe Deposit Agreement, the terms of which are hereby incorporated by references, by and between this entity and Bank;

BE IT FURTHER RESOLVED that any of the parties named above are authorized to execute a Night Depository Agreement, the terms of which are hereby incorporated by references, by and between this entity and Bank and are authorized to appoint agents to receive, open and process the contents of night depository bags and to revoke the appointment of such agents;

BE IT FURTHER RESOLVED that any of the parties named above are authorized to execute an Electronic Funds Agreement, the terms of which are hereby incorporated by

reference, by and between this entity and Bank and are authorized to designate "Authorized Agents" thereunder on Authorization Forms supplied by Bank;

BE IT FURTHER RESOLVED that any of the parties named above are authorized to execute a Cash Management Agreement, Master Repurchase Agreement, and Sweep Service Agreement, the terms of which agreements are hereby incorporated by references, by and between this entity and Bank;

BE IT FURTHER RESOLVED that any of the parties named above (or such other parties as named by said parties listed above by written notice to Bank) are authorized to place verbal orders for the purchase of Truist Bank commercial paper, pursuant to the terms and conditions of Truist Unsecured Master Notes Terms set forth on each Confirmation which terms are incorporated herein by reference, or purchase of Repurchase Agreements for the account of the entity named above;

BE IT FURTHER RESOLVED that any of the parties named above are authorized to execute the Bank's Indemnity Agreement to induce Bank to replace a lost check, instrument or security as described therein;

BE IT FURTHER RESOLVED that Bank is hereby directed to accept and pay, without further inquiry, any draft or check against said account bearing the signatures of authorized individuals *as* so required, even though drawn or endorsed to the order of any authorized individual signing the same in an individual or representative capacity or tendered by such authorized individual for cashing, or in payment of the individual obligation of such authorized individual, or for deposit to his personal account, and said Bank shall not be required, or be under any obligations to inquire as to the circumstances of the issuance, or use of any instrument signed in accordance with this resolution and agreement, or the application, or disposition of such instrument, or the proceeds thereof;

BE IT FURTHER RESOLVED that Bank is authorized to obtain information from Chex Systems Verification or any other party concerning our previous banking deposit relationships and may provide information to them concerning our accounts with Bank;

BE IT FURTHER RESOLVED that these resolutions and agreement shall be continuing in nature and are within the scope and powers provided in the Charter, agreements, by-laws, or other rules governing the entity, and if any material changes therein or herein shall occur, or if any change in ownership or organization of this entity shall occur, Bank shall be promptly notified in writing by an authorized officer of this entity (if a corporation, otherwise, notice shall be given by the undersigned which written notification shall bear the corporate seal, if any) and the receipt of such notice shall not effect any action taken by Bank prior therein, and that in the event any dispute pertaining to the account shall arise, the Bank's records shall govern.

On motion of Councilman Thomas, seconded by Councilman Cante, the foregoing resolution was adopted 14th day of July, 2025.

Bruce W. Davis, Mayor

ATTEST:

Laney Mitchell-McIntosh, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

E. Holt Moore III, City Attorney

Resolution No. 2025.07.01

Lumberton City Council

Item: IV.I.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: Public Works

Submission Date: 07/18/2025

Subject: Ratify - Resolution for the Water Plant PFAS Approval to Submit an Application for Funding to NCDEQ-DWI

Summary/Background of Subject Matter:

Public Works submitted a request seeking additional funds from NCDEQ-DWI for another round of \$500,000 in grant funding towards the study/initial engineering design for the Water Treatment Plant (WTP). This is at the recommendation of CDM Smith. We are eligible to receive \$500,000 each fiscal year for PFAS studies and/or preliminary engineering design (30% design) towards a solution for the WTP. The funding application deadline for this is August 1, 2025.

A poll was conducted to adopt the attached Resolution Authorizing the submission of the grant application.

Staff Recommendation:

Ratify the adoption of said Resolution authorizing the submission of the grant application.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: Public Works

ATTACHMENTS:

1. 2025.07.03 - Lumberton WTP PFAS Funding Resolution

**RESOLUTION OF THE LUMBERTON CITY COUNCIL
AUTHORIZING THE FILING OF AN APPLICATION WITH NORTH CAROLINA DEPARTMENT
OF ENVIRONMENTAL QUALITY GRANT FOR
PFAS Study Water Treatment Plant 2025**

WHEREAS, The Environmental Protection Agency (EPA) issued new drinking water standards for per- and polyfluoroalkyl substances (PFAS), which are considered to be emerging contaminants, on April 10, 2024, and

WHEREAS, The North Carolina Department of Environmental Quality Division of Infrastructure (NCDEQ-DWI) has grant funding available to local government units for planning or construction projects addressing PFAS in drinking water system, and

WHEREAS, The City of Lumberton has need for and intends to construct, plan for, or conduct a study in a project consisting of pilot testing of treatment technologies for removal of PFAS compounds, and

WHEREAS, The City of Lumberton intends to request grant funding from NCDEQ-DWI for implementation of the project,

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF LUMBERTON:

That City of Lumberton will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the City of Lumberton will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the City of Lumberton will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the City of Lumberton agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Lumberton to make a scheduled repayment of the loan, to withhold from the City of Lumberton any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Wayne Horne, City Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Lumberton with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That Wayne Horne, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of Lumberton has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

On motion of Councilman Rising, seconded by Councilman Thomas, the foregoing Resolution was adopted on the 9th day of July, 2025.

Bruce W. Davis, Mayor

ATTEST:

Laney Mitchell-McIntosh, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

E. Holt Moore III, City Attorney

Resolution No. 2025.07.03

CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Lumberton does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing
of an application with the State of North Carolina, as regularly adopted at a legally convened meeting
of the City Council duly held on the _____ day of _____, 20____; and, further, that such
resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)

Lumberton City Council

Item: IV.J.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: City Council

Submission Date: 07/21/2025

Subject: Ratify the Request of P6 - \$250 in Community Revitalization Funds to Repair a Handicap Ramp at 118 Spearman Street.

Summary/Background of Subject Matter:

Councilman Alfred Douglas is requesting a poll for the use of \$250 in Community Revitalization Funds to repair a handicap ramp at 118 Spearman Street.

This issue has persisted for over three months, and the resident Ms. Deborah Holiday is in dire need of the ramp being repaired to ensure safe and accessible entry to her home. Mr. William Deese will be repairing the ramp.

This item will be ratified at the August 4 City Council meeting.

Staff Recommendation:

Approve the ratification of CRF as stated.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: IV.K.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: City Attorney

Submission Date: 07/23/2025

Subject: Ratify the Commitment to pay \$40,074 toward the Floodgate Project

Summary/Background of Subject Matter:

On June 10, 2025, a poll was conducted to secure Council's commitment to cover the shortfall in grant funding for the floodgate project. Following a thorough review, management has confirmed that the City has the financial capacity to cover the remaining balance.

Staff Recommendation:

City Manager's Comments:

Signature:

Department: City Attorney

ATTACHMENTS:

None

Lumberton City Council

Item: IV.L.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: Police

Submission Date: 07/31/2025

Subject: Ratify - Policy Addendum to the City of Lumberton Procurement Policy

Summary/Background of Subject Matter:

The Police Department urgently needed Council's approval on the attached addendum and justification form to our current procurement policy. This addendum is a requirement to remain in compliance with Department of Justice guidelines and to ensure we can continue receiving federal grant funding.

We currently have a grant in process for 44 VIPER radios, and DOJ officials have indicated that this documentation must be in place **prior to our next meeting** in order to move forward.

Staff Recommendation:

Approve the addendum and form for DOJ.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: Police

ATTACHMENTS:

1. Procurement_Policy_Addendum_Edits 7_31_25
2. Sole Source Justification Form

Procurement Policy Addendum – Compliance Requirements

This addendum outlines key compliance requirements to be incorporated into the City of Lumberton's existing Procurement Policy. The following provisions strengthen accountability, legal compliance, and transparency in procurement activities:

1. Vendor Suspension and Debarment

Before entering into any agreement or disbursing funds, the City must verify that all vendors and contractors are not listed on federal or state suspension or debarment lists. Verification shall be conducted through the System for Award Management (SAM.gov) or the appropriate state registry. Documentation of this verification must be retained in the procurement file for audit and compliance purposes.

2. Sole Source Procurement

Sole source procurement is only permissible in the following circumstances:

- The aggregate amount of the property or services to be acquired does not exceed the micro-purchase threshold
- When a good or service is available from a single source
- After soliciting several sources, competition is determined to be inadequate

If noncompetitive procurement is determined to be necessary, departments must provide a completed Sole Source Justification Form that includes:

- Brief description of program and the product or service being procured, to include the expected procurement amount.
- An explanation of why no other vendors are suitable
- Documentation of steps taken to verify the lack of competition
- Statement of when contractual coverage is required and, if dates are not met, what impact it will have on the program
- Description of and the results of any market survey or research conducted to help determine whether a full and open competition consistent with applicable law could be conducted (or, if no market survey or research was conducted, explain why not).
- Conflict of interest review

All justifications must be reviewed and approved by the City Manager or designee prior to procurement and maintained in the relevant procurement files after approval

All noncompetitive procurements in excess of the simplified acquisition threshold must receive prior approval from the grant making entity before entering into the contract.

3. Conflict of Interest

All individuals involved in the procurement process must disclose any actual or potential conflicts of interest. This includes personal, financial, or professional relationships with

vendors. For procurements exceeding the Simplified Acquisition Threshold, all participants must sign a conflict of interest disclosure form. If a conflict is identified, the individual must be removed from the process or proper mitigation measures must be implemented.

City of Lumberton

SOLE SOURCE JUSTIFICATION FORM

(For Items Costing \$500.00 or More)

Vendor: _____

Item: _____

Estimated Expenditure for the Above Item: \$ _____

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. _____ Sole Source Request is for the original manufacturer or provider, there are no area distributors
2. _____ The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. _____ This is the only known item or service that will meet the specialized needs of this department or perform the intended functions.
4. _____ The parts/equipment are required from this source to permit standardization.
5. _____ None of the above apply. A detailed explanation and justification for this sole source request is contained in attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Department Head / Authorized Personnel

Department / Division

Date

Lumberton City Council

Item: V.A.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: Planning & Neighborhood
Services

Submission Date: 07/02/2025

Subject: HMGP Florence Bid Award Group 5

Summary/Background of Subject Matter:

On July 1, 2025, at 3:00 pm, bids were received for the demolition of 1 property acquired under the HMGP Florence program. Five companies provided bids for the project, with Oral's Construction Company being the lowest bidder with the amount of \$20,000.00.

Staff Recommendation:

Staff recommends awarding the demolition contract for HMGP Florence Group 5 to Oral's Construction Company for \$20,000.00.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City
Clerk

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. HMGP Florence Group 5

THE **ADAMS COMPANY** INC.

ENGINEERING AND DESIGN

Firm License No. C-4438

708 Abner Phillips Road | Warsaw, NC 28398 | (910) 293-2770

MEMO

To: Stephanie Canady

From: David Carter

Subject: Recommendation of Award
Lumberton HMGP Acquisition
Demolition Contract Group 5

Date: July 2, 2025

On July 1, 2025 at 3:00 pm bids were received at the Lumberton City Hall. The Bids were opened and read aloud. Attached is the Bid Tabulation Summary and a Notice of Award.

Based on the information on the Bid Tabulation Summary, it is recommended that the City award the Demolition Contract Group 5 to the lowest responsible bidder, Oral's Construction Company (Owner Oral Dial) at the bid price of \$20,000.00.

Please present this to the Board and upon Board approval have the mayor sign the Notice of Award and forward me a copy.

2018 Lumberton HMGP - Group 5
Bid Date: July 1, 2025 @ 3:00 p.m.

Summary of Low Bids

	Contractor	Total Bid Price
Group 5	Barfield Backhoe LLC	\$20,500.00
Group 5	Finesse Builders Inc.	\$20,723.50
Group 5	Oral's Construction Co.	\$20,000.00
Group 5	D&G Excavating Services	\$23,000.00
Group 5	4 Seasons Demolition	\$32,500.00

Recommendation of Awards

Unit	Contractor	Bid Price
18-04 Acq	Oral's Construction Co.	\$20,000.00
Total	Oral's Construction Co.	\$20,000.00

I certify that these bids were received by the City of Lumberton at 3:00 pm on July 1, 2025.
The bids have been checked and verified to be correct to the best of my knowledge and belief.

Approved _____



7/2/25
Date

**NOTICE OF AWARD
DEMOLITION
Group #5**

TO: Oral's Construction Co. – Oral Dial
281 Bryant's Circle
Maxton, NC 28364

PROJECT DESCRIPTION: 2018 CITY OF LUMBERTON
HAZARD MITIGATION GRANT PROGRAM
HMGP - GROUP 5

The OWNER has considered the BID submitted by you for the above-described Contract in response to the Advertisement for Bids dated June 16, 2025 and the Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$20,000.00.

You are required to execute the Agreement and provide the required Certificate of Insurance within ten (10) calendar days from the date of this Notice of Award to you. If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned.

The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER along with a Certificate of Insurance. Certificate holder to be City of Lumberton, 500 N. Cedar Street, Lumberton, NC 28359

DATED this ____ day of _____, 2024

CITY OF LUMBERTON

BY: _____
(City Official)

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this ____ day of _____, 20____.

BY: _____

TITLE: _____

Lumberton City Council

Item: V.B.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: Police

Submission Date: 07/16/2025

Subject: Request for Four-Way Stop Installation at Norwood and Eisenhower Streets

Summary/Background of Subject Matter:

Councilman Cantey has received numerous complaints from residents regarding excessive speeding along Norwood Street, particularly at its intersection with Eisenhower Street. This area is a straightaway frequently used as a cut-through by motorists. Multiple motor vehicle accidents have occurred at this intersection, raising safety concerns for nearby residents and drivers.

Staff Recommendation:

Approval to install a four-way stop at the intersection of Norwood and Eisenhower Streets to improve traffic safety and reduce speeding.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: Police

ATTACHMENTS:

1. 2025.08.01 Amending.Sec.14-118.Stop Signs Norwood & Eisenhower Streets

ORDINANCE AMENDING SECTION 14-118 OF THE CODE OF THE CITY
OF LUMBERTON, NORTH CAROLINA, AMENDING THE LIST OF
INTERSECTIONS WHEREUPON A STOP IS REQUIRED

BE IT ORDAINED by the City Council of the City of
Lumberton that Section 14-118 of the Code of the City of
Lumberton,
North Carolina, be and is hereby amended by the addition to the
list contained in Section 21 of Appendix A to Chapter 14 of the
Code of the City of Lumberton to read as follows:

Norwood Street and Eisenhower Street (Four-Way Stop)

On motion of Council , seconded by Council ,
the foregoing amendment was adopted the 4th day of August 2025.

Bruce W. Davis, Mayor

ATTEST:

Laney Mitchell-McIntosh, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Holt Moore III, City Attorney

Ordinance No. 2025.08.01

Lumberton City Council

Item: V.C.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: City Attorney

Submission Date: 07/31/2025

Subject: Replacement of City Hall Fire Alarm Main Panel and Associated Components

Summary/Background of Subject Matter:

The main fire alarm panel at City Hall sustained damage, likely caused by a lightning strike or power surge. In addition to the panel itself, several associated components will need to be replaced. The attached bids outline the scope of work in detail. Three quotes were obtained for comparison:

1. **BFPE International** – \$10,658.12
2. **Tri-Tek Fire & Security** – \$25,632.03
3. **Gill Security Systems** – \$41,486.65

The lowest bidder at the time of submission did not include all the devices. They were contacted and asked to submit another quote to include all components.

Staff Recommendation:

The Inspections Department recommends that City Council approve the bid from Tri-Tek in the amount of \$25,632.03.

City Manager's Comments:

Signature:

Department: City Attorney

ATTACHMENTS:

1. Quotes - City Hall Fire Alarm

City of



Lumberton

Inspections Department

To: Holt Moore

From: Ben Andrews

Ref: City Hall Fire Alarm

Date: 7/31/25

Holt,

On 6/29/25 Communications notified me that the fire alarm was in an active alarm. I arrived on site and cleared the dry system alarm but the main fire alarm panel screen was blank. I verified voltage was present but no display. The call was made to BFPE for an emergency service. They arrived on 7/3/25 and notified me that the fire alarm panel and associated device would need to be replaced due to voltage surge or lightning strike. They proceeded to provide a quote and I also received two additional quotes; one from Gill Security and another from Tri Tek Fire & Security.

Ben Andrews



115 Bestwood Drive
Clayton, NC 27520
800-849-8886
BFPE.COM

Rev #3

CLA

SERVICE REPORT

Job # or Call Type: Ticket Number:

Page: 0836641 2329334

Customer Name: Service Req. By: Call Taken By: PO Number:

CITY OF LUMBERTON CALL IN NORMAN

Address: System Type (Name, Model and Number):

500 CEDAR ST SILENT KNIGHT IFP-1000

City: State: Zip: ☒ Fire Alarm ☐ Standard ☐ Clean Agent ☐ Voice

LUMBERTON NC 27358 ☐ Security ☐ Multiplex ☐ Card Access ☐ Sprinkler

Contact Name/Phone Number:

BEN ANDREWS 910-827-0742 ☐ Digital Dialer Other:

System Problem: BLANK SCREEN ON PANEL NO VOLTAGE GOING TO AIR HANDLER

Service Performed: UPON ARRIVAL CUSTOMER TOOK ME TO PANEL. ANNUNCIATOR WAS BLANK THEN WENT TO PANEL IT ALSO WAS

BLANK. 120VOLTS AC WAS THERE BUT NO OUTPUT POWER ON ANYTHING AND 18AH BATTERIES WERE ALSO DEAD. CUSTOMER NEEDS

QUOTE ASAP TO REPLACE PANEL. ANNUNCIATOR MAY ALSO NEED TO BE REPLACED WONT KNOW ABOUT IT OR FIELD DEVICES UNTIL

PANEL HAS BEEN REPLACED.

Follow Up Required: Yes If yes, please describe and list all equipment needed:

NEED TO REPLACE PANEL THEN CHECK SYSTEM CUSTOMER NEEDS QUOTE ASAP.

Equipment Used from Vehicle:

Quantity	Part Number	Part Description	Quantity	Part Number	Part Description

☐ System out of service ☐ System partially bypassed Technician: Date:

Start time: 12:30 Finish time: 13:30 JP 7-3-25

Total time on site: 1HR Total travel time: 4HR Print Customer Name:

Signature constitutes acceptance of service performed as being satisfactory. If a service agreement exists between customer and BFPE, all work is subject to that agreement.

Customer Signature:

The service request has been made on the behalf of the fire protection system(s) or the fire protection equipment owner, or the owners duly appointed agent or representative. BFPE International takes no responsibility for, and assumes no liability for any flaws or deficiencies of existing fire protection system(s), fire protection equipment, wiring, and piping that was designed by, provided by, and/or installed by others. Customer releases BFPE International from any and all claims regarding the existing system and any damage or injury caused by or to the existing system. BFPE International makes no warranty as the quality of work performed as the quality of work performed by others, and cannot and does not guarantee that loss or damage will not occur.



July 14, 2025

City of Lumberton
500 Cedar Street
Lumberton, NC 27358

Re: Fire Alarm Panel Replacement

Ben Andrews

Thank you for allowing **BFPE International** the opportunity to perform the fire protection services at your facility. We would like to provide the following quote:

BFPE Scope of Work

- Provide labor and material to replace defective obsolete Silent Knight IFP-1000 with a Silent Knight IFP-2100 per customer request.

Price Breakdown

- Labor (travel time and vehicle fee included) = \$4,850.00
- Material = \$4,900.00
- Tax = \$658.12
- Permit = \$250.00 estimated
- **Total = \$10,658.12**

In addition the following is agreed:

- All work shall be done in accordance with local, state and NFPA code requirements.
- Any additional parts required outside of proposal will be invoiced as an additional charge.
- All work will be done **during** normal working hours, M-F, 8-5, no holidays.
- Premium rates will apply for all work performed outside of normal business hours.
- All electrical work to be done by others.
- Drywall repair, patching, framing and painting to be done by others.
- Lift fees will be an additional charge if required or needed.
- Price quoted good for 30 days.
- Drawings and calculations are not included in the scope of work or price.

If this proposal is acceptable, please sign and date this letter in spaces provided below. If a purchase order number is required, please provide the number below or send a copy of the purchase order with the signed proposal. Upon receipt of the signed proposal and purchase order, I will schedule In addition the following is agreed:

Accepted

Customer: City of Lumberton

By: _____
Title: _____
Date: _____
PO# _____

BFPE International

By: Michael Holloman
Date: July 14, 2025
mholloman@bfpe.com



Tritek Fire & Security, LLC.

6 Woodcross Drive

Columbia SC 29212

Phone: (803) 407-0747

Fax:

www.tritekfire.com

Service Information

Contact:

Phone:

Fax:

Alt Contact:

Alt Phone:

E-Mail:

Job Name

☐ Call Ahead

☐ Confirmed

Lumberton City Hall - 31787

Job Type

FAMB INSTALL - Fire Alarm

PO #

Estimate

Billing Information

Marketing Campaign

Sales Rep	Terms	Type	Class
JDR	NET 30	BUSINESS	A/MB:FA /MB Insta
Route	Scheduled	Start	End
JimmyR	7/29/2025	04:00 PM	04:30 PM

Item	Quantity
Sales - Fire Alarm Equipment - Fire Alarm Equipment - Firelite ES-200XP Addressable Control w/ CLSS Cellular Communicator	1
ANN-80-W - Fire-Lite 80 Char LCD Serial Annunciator WHITE	1
PWRMOD24 - TRANSFORMER, EXPANDS NFW-100X SYSTEM POWER TO 6 AMPS	1
Sales - Fire Alarm Equipment - Fire Alarm Equipment - Firelite I-300 Isolation Module	6
BG-12LX - Fire-Lite Addressable Pull Stat Dual Action	11
SD365 - ADDRESSABLE PHOTO DETECTOR; WHITE w/Base	29
H365 - Fire-Lite H365 Addressable Heat Detector, Low-Profile Intelligent 135°F Fixed Thermal Sensor and LiteSpeed Only, White w/Base	3
Sales - Fire Alarm Equipment - Fire Alarm Equipment - Firelite D365PL Addressable Duct Smoke Detector w/ SD365R Head	8
DST5 - INNOVAIRFLEX SAMPLING TUBE, STEEL, 5' WITH HOLES	8
RA100Z - Remote LED Mounts to a single gang box	8
CRF-300 - Addressable Relay Control Module	17
MMF-301 - FireLite Addressable Mini-Monitor Module for Class B, Style B Circuit	21
DTK-120HW - Ditek Surge Arrestor	1
12V18AH - 12V18AH	2
LBR-NC INSTALL LABOR - NC Installation Labor for Wire & Trim Out	32
LBR-NC INSTALL HELPER LBR - NC Installation Crew Helper	32
LBR-NC TECHNICAL LBR SALES - NC Technical Labor for Programming & Testing	24
TRI-MONITOR-SAL4 - Sales Cellular Fire Alarm Monitoring	1
LBR-NC CAD/ENG & Submittals - NC CAD/ENG & Submittals	4



Tritek Fire & Security, LLC.

6 Woodcross Drive

Columbia SC 29212

Phone: (803) 407-0747

Fax:

www.tritekfire.com

Service Information

Contact:

Phone:

Fax:

Alt Contact:

Alt Phone:

E-Mail:

Job Name

Lumberton City Hall - 31787

☐ Call Ahead

☐ Confirmed

Job Type

FAMB INSTALL - Fire Alarm

PO

Estimate

Billing Information

Marketing Campaign

Sales Rep	Terms	Type	Class
JDR	NET 30	BUSINESS	A/MB:FA /MB Insta
Route	Scheduled	Start	End
JimmyR	7/29/2025	04:00 PM	04:30 PM

Equipment w/Installation - This quotation includes the equipment listed, transportation charges, wire and device installation, programming, one year warranty on equipment and wire, one pre-test and one AHJ test. This price does not include the conduit system or 120 VAC power wiring to FACP or sub-panels. Pricing does not include lifts or ladders for work over 10 feet in height. Note that critical circuit load calculations are based on the conduit system being installed per the approved TriTek drawings. Please consult with our operations department prior to starting conduit installation. If a schedule is enforced beyond original specifications that affects job cost beyond proposed amount (i.e., phased work, overtime, or expedited schedule) then a change order will be provided.

Permit to be waived by the City of Lumberton.

No Shop Drawings to be Required.

No Spare Parts.

This will be a FACP Replacement along with All Initiating Devices On The Existing SLC Loop.

No Painting or Wall Repairs Included.

Job Subtotal:	\$23,975.45
NC Robeson	\$1,656.58
Payment Total:	\$0.00
Total:	\$25,632.03

Job Notes and Instructions

All applicable taxes are also included. Thank you for allowing TriTek Fire & Security to serve your needs. If you have any questions or concerns, please contact our offices.

Signature _____ Printed Name _____

Date _____



Gill Security Systems, Inc

818 Ramsey St., Fayetteville, NC 28301, Fayetteville, NC 28301

Phone: 910-433-2868

Fax: 910-485-0596

E-mail: christopher@gillsecurity.com

Quotation

Date:	Jul 22, 2025
Quote #:	AAAQ31127
Valid Through:	Aug 21, 2025
Account Rep:	Chris Mercer
PO #:	

Billing Information:

City of Lumberton

Ben Andrews

500 N Cedar Street
Lumberton, NC 28358

Phone:

Mobile: 910-827-0742

E-Mail: bandrews@ci.lumberton.nc.us

Installation Address:

City of Lumberton

Ben Andrews

500 N Cedar Street
Lumberton, NC 28358

Phone:

Mobile: 910-827-0742

** The information below represents the scope of the installation being proposed and is completely configurable. Please read through the proposal and pose any questions that may arise.*

** This quote is for change out of an existing discontinued Farenhyt IFP-1000 Addressable Fire Alarm Control System with a Silent Knight Addressable Fire Alarm Control System to be installed at located in Lumberton, NC.*

** The existing Farenhty panel is a discontinued model. All initiation installed initiation devices (smoke, heat detectors, pull stations and monitor modules) are Silent Knight Hokichi protocol which are not compatible with any newer equipment. Due to the incompatible devices, they will require replacement in order for the system to operate as manufactured.*

** Elevator contractor will be required to be on site to provide access to elevator shaft and pit to replace devices associated with elevator. Certified elevator technician will have to provide access to shaft due to risk of death associated with elevator pit and shaft.*

** Monitoring is not required due to the panel being co-located in the 911 Dispatch Center.*

** The system will be fully tested upon installation and a full operational test will be conducted with the Fire Marshal upon satisfactory pre-test.*

** System will be under warranty for a period of 1-year for parts and 6-months on labor.*

** Tax will be removed should the City of Lumberton provide a tax exempt letter.*

Line	Qty	Description	Unit Price	Ext. Price
----- FIRE ALARM CONTROL PANEL & SUPPORT EQUIPMENT -----				
1	1	SILENT KNIGHT 6820 1110-POINT ADDRESSABLE FIRE ALARM CONTROL PANEL	\$3,280.00	\$3,280.00
2	1	FIRE ALARM STORAGE CABINET (REQUIRED PER NFPA 72)	\$232.00	\$232.00
3	2	POWER SONIC PS-12180F2 PS SERIES 12V, 18AH GENERAL PURPOSE RECHARGEABLE SLA BATTERY, F2 TERMINALS	\$92.00	\$184.00
4	2	POWER SONIC 035021 SLA/VRLA BATTERY TERMINALS ADAPTER, F2 TO F1 CONVERTER	\$3.00	\$6.00

GILL SECURITY SYSTEMS, INC. warrants the equipment described herein for a period of one (1) year from the date of installation. This warranty is limited to the equipment and does not include labor or transportation charges. Gill Security Systems, Inc. is not responsible for damages to property or equipment caused by fire, theft, vandalism, or other causes not within the scope of this warranty. Gill Security Systems, Inc. is not responsible for damages to property or equipment caused by fire, theft, vandalism, or other causes not within the scope of this warranty. Gill Security Systems, Inc. is not responsible for damages to property or equipment caused by fire, theft, vandalism, or other causes not within the scope of this warranty.

Line	Qty	Description	Unit Price	Ext. Price
----- REMOTE ANNUNCIATOR -----				
5	1	SILENT KNIGHT 5860 REMOTE ANNUNCIATOR: 80-CHARACTER LCD	\$950.00	\$950.00
----- LINE ISOLATOR MODULE -----				
6	6	SILENT KNIGHT SK-ISO LINE ISOLATOR MODULE	\$110.54	\$663.24
----- FIRE PANEL POWER SUPPLY -----				
7	1	FIRE-LITE HPF-PS10 PS SERIES POWER SUPPLY REMOTE CHARGER POWER SUPPLY, 10 AMP , RED	\$1,074.00	\$1,074.00
8	2	POWER SONIC PS-12180F2 PS SERIES 12V, 18AH GENERAL PURPOSE RECHARGEABLE SLA BATTERY, F2 TERMINALS	\$92.00	\$184.00
9	2	POWER SONIC 035021 SLAVRLA BATTERY TERMINALS ADAPTER, F2 TO F1 CONVERTER	\$3.00	\$6.00
----- POWER SURGE PROTECTION -----				
10	2	DITEK SERIES CONNECTED SURGE PROTECTOR WITH DRY CONTACTS AND AUDIBLE ALARM	\$310.00	\$620.00
----- LIFE SAFETY DEVICES -----				
11	3	SILENT KNIGHT SK-HEAT-HT-W SILENT KNIGHT SK-HEAT-W ADDRESSABLE HIGH HEAT DETECTOR, WHITE, BASE INCLUDED	\$148.00	\$444.00
12	29	SILENT KNIGHT PHOTO-W ADDRESSABLE PHOTO DETECTOR	\$164.00	\$4,756.00
13	7	SILENT KNIGHT PULLDA ADDRESSABLE PULL STATION DUAL ACTION	\$224.00	\$1,568.00
----- DUCT SUPERVISORY MODULES -----				
14	8	SILENT KNIGHT SK-DUCT-W INTELLIGENT PHOTOELECTTIC DUCT SMOKE DETECTOR, SMOKE DETECTOR HOUSING AND SK-PHOOTO-R-W DETECTOR	\$488.00	\$3,904.00
15	8	SILENT KNIGHT SK-RELAY INTELLIGENT RELAY MODULE	\$194.00	\$1,552.00
16	8	SYSTEM SENSOR DST3 METAL SAMPLING TUBE FOR DNRE AND D2E DUCT WIDTHS 2' TO 4'	\$30.00	\$240.00
17	8	SYSTEM SENSOR RTS151KEY KEY REMOTE TEST AND RESET STATION FOR DUCT SMOKE DETECTOR AND BEAMS	\$148.00	\$1,184.00
----- ELEVATOR RECALL & ISOLATION MODULES -----				
18	3	SILENT KNIGHT SK-RELAY INTELLIGENT RELAY MODULE	\$194.00	\$582.00
19	1	SAE SSU-PAM-1 PAM MULTI-VOLTAGE ENCAPSULATED RELAY, 10A, 24VAC/24VDC/120VAC, SPDT	\$34.00	\$34.00

THIS LIST IS USED FOR RECORDING ON THE DATE OF ISSUE. ALL HARDWARE PROVIDED HERE ARE COVERED BY A LIMITED ONE YEAR WARRANTY COVERING PARTS. INSTALLATION LABOR IS WARRANTED FOR A PERIOD OF 90 DAYS FROM THE DATE OF INSTALLATION. NO LABOR OR MATERIALS ARE COVERED BY THIS WARRANTY. EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY IMPLIED PRODUCTS OR SERVICES. THE USER ASSUMES ALL RISK OF LOSS OF DATA AND INFORMATION IN BUSINESS OPERATIONS. THE USER ASSUMES ALL RISK OF LOSS OF DATA AND INFORMATION IN BUSINESS OPERATIONS. THE USER ASSUMES ALL RISK OF LOSS OF DATA AND INFORMATION IN BUSINESS OPERATIONS.

Notes or Special Comments:

If I may answer any questions or be of further assistance, please reach out to me at the following:

Email: Christopher@gillsecurity.com
Cellular: 910-584-4740
Office: 910-433-2868 ext 125

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

Accepted by: _____

Date: _____

PO#: _____



Honeywell Silent Knight
12 Clintonville Rd
Northford, CT 06472
www.silentknight.com

December 4, 2023

Product Discontinuation Update: Hochiki® SD Devices

Dear Valued Customer,

To support Honeywell Silent Knight customers with the transition from the Hochiki SD product line to the newer Silent Knight SK protocol, Honeywell will extend the last time order and delivery dates of Hochiki SD devices beyond the end of year deadline previously communicated in February 2023.

Orders for Hochiki SD products will now be accepted through March 31, 2024, with requested delivery dates before June 30, 2024. While Honeywell will make every effort to fulfill all orders, Hochiki SD devices will be available first come, first served, and while supplies last. In addition, the Hochiki SD product line will incur a price increase effective January 1, 2024. Please reference the chart below for specific models being discontinued and view your latest Price Book for pricing details.

As a reminder, the Hochiki SD product line does not have an exact drop-in type device replacement. However, most Silent Knight addressable fire alarm control panels (FACPs) are also capable of operating in Silent Knight SK protocol. Existing sites can replace all Hochiki SD protocol devices with the compatible Silent Knight SK protocol devices and continue using the existing panel.

By extending the ordering deadline for Hochiki SD devices, customers have additional time to transition installed systems to alternative products. Additionally, since the Hochiki SD detectors are only listed to UL 268 6th Edition, this timing will ensure the conversion is complete when the new UL 268 7th Edition Standard goes into effect on June 30, 2024. Manufacturers will be unable to build UL 268 6th Edition detectors after this date.

If you have questions about this announcement, please contact your Regional Sales Manager or Silent Knight Technical Support at 1-800-446-6444 or sk.technicalsupport@honeywell.com.

Thank you for your business and continued support of Honeywell Silent Knight,

Kris Cahill
Sr. Offering Management Lead
Honeywell Fire

See next page for list of Hochiki SD devices being discontinued.

HOCHIKI SD DEVICES BEING PHASED OUT		
DEVICE TYPE	MODEL NO.	DESCRIPTION
ACCESSORY	SD500-LED	LED DRIVER MODULE FOR SLC LOOP
ACCESSORY	SD500-PSBP	PULL STATION BACKPLATE
ACCESSORY	SD500-LK	KIT TO CONVERT SD500-PS TO SD500-PSDA
ACCESSORY	SD505-DTS-K	REMOTE TEST SWITCH FOR DUCTS
ACCESSORY	SD505-NSRT-RH	SENSOR DISASSEMBLY TOOL
ACCESSORY	SD505-NSRT-RTC	SENSOR COVER REMOVAL TOOL
ACCESSORY	SD505-TCH-B100	HANDHELD SENSOR PROGRAMMER
ACCESSORY	SD505-T2	2 FT SAMPLING TUBE FOR SD505-DUCT/DUCTR
ACCESSORY	SD505-T5	5 FT SAMPLING TUBE FOR SD505-DUCT/DUCTR
ACCESSORY	SD505-T10	10 FT SAMPLING TUBE FOR SD505-DUCT/DUCTR
BASE	SD505-6AB	6" MOUNTING BASE
BASE	SD505-6IB	6" MOUNTING BASE W/ ISOLATOR
BASE	SD505-6RB	6" RELAY BASE W/ RELAY
BASE	SD505-6SB	6" SOUNDER BASE W/ SOUNDER
DETECTOR	SD505-HEAT	HEAT DETECTOR
DETECTOR	SD505-PHOTO	PHOTO SMOKE DETECTOR
MODULE	SD500-AIM	INPUT MODULE
MODULE	SD500-ANM	NOTIFICATION MODULE
MODULE	SD500-ARM	RELAY MODULE
MODULE	SD500-LIM	LINE ISOLATOR MODULE
MODULE	SD500-MIM	MINI INPUT MODULE
MODULE	SD500-SDM	2-WIRE INTERFACE MODULE
PULL STATION	SD500-PS	PULL STATION (SINGLE ACTION)
PULL STATION	SD500-PSDA	PULL STATION (DUAL ACTION)
HOCHIKI SD DEVICES PREVIOUSLY DISCONTINUED		
DEVICE TYPE	MODEL NO.	DESCRIPTION
BASE	SD505-4AB	4" MOUNTING BASE
DUCT DETECTORS	SD505-DUCT	DUCT SMOKE DETECTOR
DUCT DETECTORS	SD505-DUCTR	DUCT SMOKE DETECTOR W/ RELAY

Lumberton City Council

Item: V.D.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: Public Works

Submission Date: 05/14/2025

Subject: Emergency Sewer Replacement

Summary/Background of Subject Matter:

Public Works has received a quote from Hickman Utilities for \$222,146 to replace the sanitary sewer main and the individual sewer services from the main to the street right of way in the following areas.

Cherokee Street

Bragg Street

Carthage Road

Warwick Mill Road

Franklin Ave.

Lumbee Street

Sessoms Street

These are areas with active cave ins or receive regular priority maintenance to keep them flowing.

Staff Recommendation:

Public Works is requesting Council to hire Hickman Utilities to install the Emergency Sewer Pipe Replacements listed above for \$222,146 to be paid for out of the Water and Sewer Capital Reserve Fund

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: Public Works

ATTACHMENTS:

1. Est_1717_from_Hickman_Uilities_INC_11916

263 Singletary Millpond Rd
Bladenboro, NC 28320

Date	Estimate #
5/13/2025	1717

Name / Address
City of Lumberton

			Project
Description	Qty	Rate	Total
Cherokee St replace 798' of 8" sewer 5.5' to 7' in depth		27,930.00	27,930.00
Cherokee St replace and install 16 services from main to right of way,with cut offs	16	1,800.00	28,800.00
Note--Manhole replacement on Cherokee St (if needed) is \$1300.00 ea.			
Bragg St replace 686' 8" sewer approx. 4-5' in depth		24,010.00	24,010.00
Bragg St replace and install 17 services to right of way with cut offs	17	1,800.00	30,600.00
Note-Manhole replacement if needed \$1300.00 ea			
Carthrage Rd reolace 112' of 8" sewer approx.8' in depth		4,000.00	4,000.00
Warwick Mill Rd replace 1106' of 8" sewer at approx 6-8' in depth		38,710.00	38,710.00
Warwick Mill Rd replace and install short side service to roadway with cutoff	6	1,000.00	6,000.00
Note-Manhole replacement if needed \$1300.00 ea			
Franklin Ave Lumbee St to Sessoms St replace 504' of 12" sewer approx.11.5' in depth		27,720.00	27,720.00
Sessoms St replace 364' of 8" sewer approx 8' in depth		12,775.00	12,775.00
replace and install 12 4" services with cut offs	12	1,800.00	21,600.00
Note- Manhole replacement if needed \$2000.00 ea		1.00	1.00
NOTE- City of Lumberton to furnish all materials,including pipe,fittings,services,rock etc			
We look forward to serving you.		Total	\$222,146.00

Lumberton City Council

Item: V.E.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: Public Works

Submission Date: 06/24/2025

Subject: Emergency Sewer Repair #2

Summary/Background of Subject Matter:

Since the preparation of the above sewer replacement contract, we have had another sewer cave in on 33rd Street that needs prompt attention. This proposal from Hickman Utilities provides emergency replacement o failing concrete sanitary sewer pipe on 33rd Street from Roland Avenue, west, to the dead end. This project will also replace the individual services from the main to the right of way line as well as add two manholes.

Staff Recommendation:

Public Works is requesting Council to award Hickman Utilities, Inc the 33rd Street Sewer Replacement Project for \$46,160 to be paid for out of the water and sewer capital reserve fund.

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: Public Works

ATTACHMENTS:

1. Est_1730_from_Hickman_Uilities_INC_22344

Hickman Utilities INC

263 Singletary Millpond Rd
Bladenboro, NC 28320

Estimate

Date	Estimate #
6/24/2025	1730

Name / Address
City of Lumberton

Project

Description	Qty	Rate	Total
33rd Street			
84' of 8" sewer replacement		23,360.00	23,360.00
11 services to r/w with clean outs		19,800.00	19,800.00
Install 2 new manholes	2	1,500.00	3,000.00
We look forward to serving you.		Total	\$46,160.00

Lumberton City Council

Item: V.F.

Lumberton, North Carolina



Request for Action

Meeting Date: August 4, 2025

Originated By: Public Works

Submission Date: 06/24/2025

Subject: I-95 Casing Bore Betterment Change Order

Summary/Background of Subject Matter:

The City entered into an agreement (Supplemental Agreement #15) with Flatiron Construction and NCDOT to provide a 24" steel casing under I-95 as a betterment to the I-95 widening project. This casing will be used for a future sewer crossing as part of the proposed long-range northwest diversion project. The original agreement was for \$498,108.69. When construction of the casing started, it was determined the casing could not be installed in the original planned location due to a conflict with a water main. The casing end point was moved, adding approximately 35' to the project length at a cost of \$53,479.

Staff Recommendation:

Public Works is requesting Council approval to increase the contract amount of Supplemental Agreement #15 with NCDOT and Flatiron Construction by \$53,479 to pay for the additional casing needed to complete the project.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: Public Works

ATTACHMENTS:

1. Email about shifting bore pit
2. 24inch Sewer Encasement Dawn Dr. to Bailey rd 8.14.24
3. Bailey Road Change to Existing Waterline Markup

rpajr@icloud.com

From: Armstrong, Robert <rmstrong@ci.lumberton.nc.us>
Sent: Tuesday, June 24, 2025 10:13 AM
To: rpajr@icloud.com
Subject: FW: [External] Contract 204596 Bailey Road Amendment to SA
Attachments: image001.png; Bailey Road Change to Existing Waterline Markup.pdf; 24inch Sewer Encasement Dawn Dr. to Bailey rd 8.14.24.pdf

From: Bailey (KCI Associates of NC), Joseph W <ext-jwbailey1@ncdot.gov>
Sent: Monday, June 09, 2025 4:51 PM
To: Armstrong, Robert <rmstrong@ci.lumberton.nc.us>
Subject: FW: [External] Contract 204596 Bailey Road Amendment to SA

Rob,
Please see attached and email below. Please let me know how you want us to proceed. Also, it appears you are stopping the bore between the curb and the MUP (Sidewalk)
Thanks
Joe

From: Parker, Joseph 'Michael', Jr. <jmparkerjr@ncdot.gov>
Sent: Monday, June 9, 2025 4:40 PM
To: Bailey (KCI Associates of NC), Joseph W <ext-jwbailey1@ncdot.gov>
Subject: Fwd: [External] Contract 204596 Bailey Road Amendment to SA

Please get with Rob and see what we can do. Maybe he can adjust the waterline.

Sent from my iPad

Begin forwarded message:

From: "Erskine, Dan" <DErskine@fdcorp.com>
Date: June 9, 2025 at 4:21:07 PM EDT
To: "Parker, Joseph 'Michael', Jr." <jmparkerjr@ncdot.gov>
Subject: [External] Contract 204596 Bailey Road Amendment to SA

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Michael,

In preparation for the installation of the COL Sanitary Sewer at Bailey Road (SA #15), we came upon a conflict with the bore pit and the existing waterline along Kahn. The waterline along Kahn is not located as represented in the UBO's. In order to avoid this conflict we would like to propose

extending the limits of SA #15 by 35 linear feet for both the 24" encasement pipe as well as the 12" sewer line. This extension would amount to an additional \$53,479 for this supplemental work.

We believe any relocation efforts of the existing waterline would be more costly than pushing the bore pit back along Bailey road and extending the limits of the bore pipe.

Attached is a plan sheet showing the changes to the bore pit along with the actual waterline configuration along Kahn.

Please feel free to give me a call and we can discuss further.

Thank you,

Dan Erskine, P.E., Senior Project Manager

Cell: 408.690.5389

Email: derskine@FDcorp.com

~~~ FLATIRON DRAGADOS CONFIDENTIALITY STATEMENT ~~~ The information in this email is confidential and may be legally privileged. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you receive this email in error, please reply to notify me immediately. Thank you.

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Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.



I-95 Widening - Lumberton, NC  
TIP I-6064 (ABC) Robeson County

**Request for Supplemental Agreement 08/14/24**

**Additional 24" Jack & Bore for future Sanitary Sewer Betterment**

Requested by City of Lumberton through NCDOT Div. 6. Installation assumes complete closure of Bailey Drive at the intersection of Kahn with an approved Detour. Work can be done when school is out for season to limit impacts to local traffic/residents

**Proposed Line Items**

| Line # | Item                                    | Estimated Quantity | Unit | Unit \$     | Extended Cost | Indirects 18.3% of (C) | Margin 12% of (D) | Total Cost w/Markup (C+D+E) | Bond/Ins Premium 3.8% of (F) | Total Unit Cost (I+G) | Total Cost (F+G) |
|--------|-----------------------------------------|--------------------|------|-------------|---------------|------------------------|-------------------|-----------------------------|------------------------------|-----------------------|------------------|
| 1      | 24" ENCASEMENT PIPE FOR WATERLINE       | 270                | LF   | \$ 995.00   | \$268,650.00  | \$49,162.95            | \$38,137.56       | \$355,950.51                | \$13,526.10                  | \$1,368.44            | \$369,476.61     |
| 2      | PUSH & TEST CARRIER PIPE- 12" WATERLINE | 270                | LF   | \$ 30.00    | \$8,100.00    | \$1,482.30             | \$1,149.88        | \$10,732.18                 | \$407.81                     | \$41.26               | \$11,139.99      |
| 3      | FURNISH & FUSE 12" DR18                 | 270                | LF   | \$ 86.00    | \$23,220.00   | \$4,249.26             | \$3,296.32        | \$30,765.58                 | \$1,169.08                   | \$118.28              | \$31,934.66      |
| 4      | MOBILIZATION ASPHALT PAVING             | 1                  | LS   | \$ 4,100.00 | \$4,100.00    | \$750.30               | \$582.04          | \$5,432.34                  | \$206.41                     | \$5,638.75            | \$5,638.75       |
| 5      | ASPHALT PATCHING LABOR                  | 60                 | TN   | \$ 300.00   | \$18,000.00   | \$3,294.00             | \$2,555.28        | \$23,849.28                 | \$906.26                     | \$412.60              | \$24,755.54      |
| 6      | ASPHALT PATCHING LABOR - BINDER         | 3                  | TN   | \$ 578.13   | \$1,665.01    | \$304.70               | \$236.37          | \$2,206.09                  | \$83.82                      | \$795.11              | \$2,289.91       |
| 7      | SPOILS TRUCKING                         | 32                 | HR   | \$ 125.00   | \$4,000.00    | \$732.00               | \$567.84          | \$5,299.84                  | \$201.38                     | \$171.92              | \$5,501.22       |
| 8      | FILL MATERIAL                           | 800                | CY   | \$ 13.25    | \$10,600.00   | \$1,939.80             | \$1,504.78        | \$14,044.58                 | \$533.68                     | \$18.23               | \$14,578.26      |
| 9      | ABC STONE                               | 65                 | TN   | \$ 21.82    | \$1,418.30    | \$259.55               | \$201.35          | \$1,879.20                  | \$71.39                      | \$30.01               | \$1,950.59       |
| 10     | ASPHALT SAW CUTTING                     | 220                | LF   | \$ 1.50     | \$330.00      | \$60.39                | \$46.85           | \$437.24                    | \$16.60                      | \$2.07                | \$453.84         |
| 11     | MOT TRAFFIC CONTROL                     | 5                  | DR   | \$ 1,800.00 | \$9,000.00    | \$1,647.00             | \$1,277.64        | \$11,924.64                 | \$453.12                     | \$2,475.56            | \$12,377.76      |
| 12     | MOT DETOUR MESSAGE BOARDS               | 3                  | EA   | \$ 1,295.00 | \$3,885.00    | \$710.96               | \$551.52          | \$5,147.48                  | \$195.59                     | \$1,781.03            | \$5,343.07       |
| 13     | PAINT PAVEMENT MARKING                  | 200                | LF   | \$ 0.35     | \$70.00       | \$12.81                | \$9.94            | \$92.75                     | \$3.51                       | \$0.49                | \$96.26          |
| 14     | DESIGN COST                             | 1                  | LS   | \$ 9,141.39 | \$9,141.39    | \$1,672.88             | \$1,297.72        | \$12,111.99                 | \$460.24                     | \$12,572.23           | \$12,572.23      |
| Total  |                                         |                    |      |             | \$362,179.70  | \$66,278.90            | \$51,415.09       | \$479,873.70                | \$18,234.99                  | \$25,425.98           | \$498,108.69     |



8/17/99

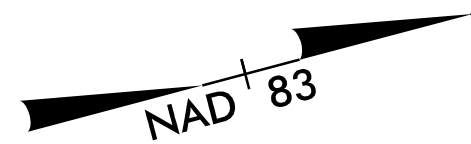
NOTES:

1. REFER TO DETAIL "WATER LINE CROSSING BELOW STORM PIPE" ON UC-3B.



Wetherill Engineering, Inc.  
1223 Jones Franklin Road  
Raleigh, North Carolina 27606  
Phone: 919-851-8077  
License #: F-0377

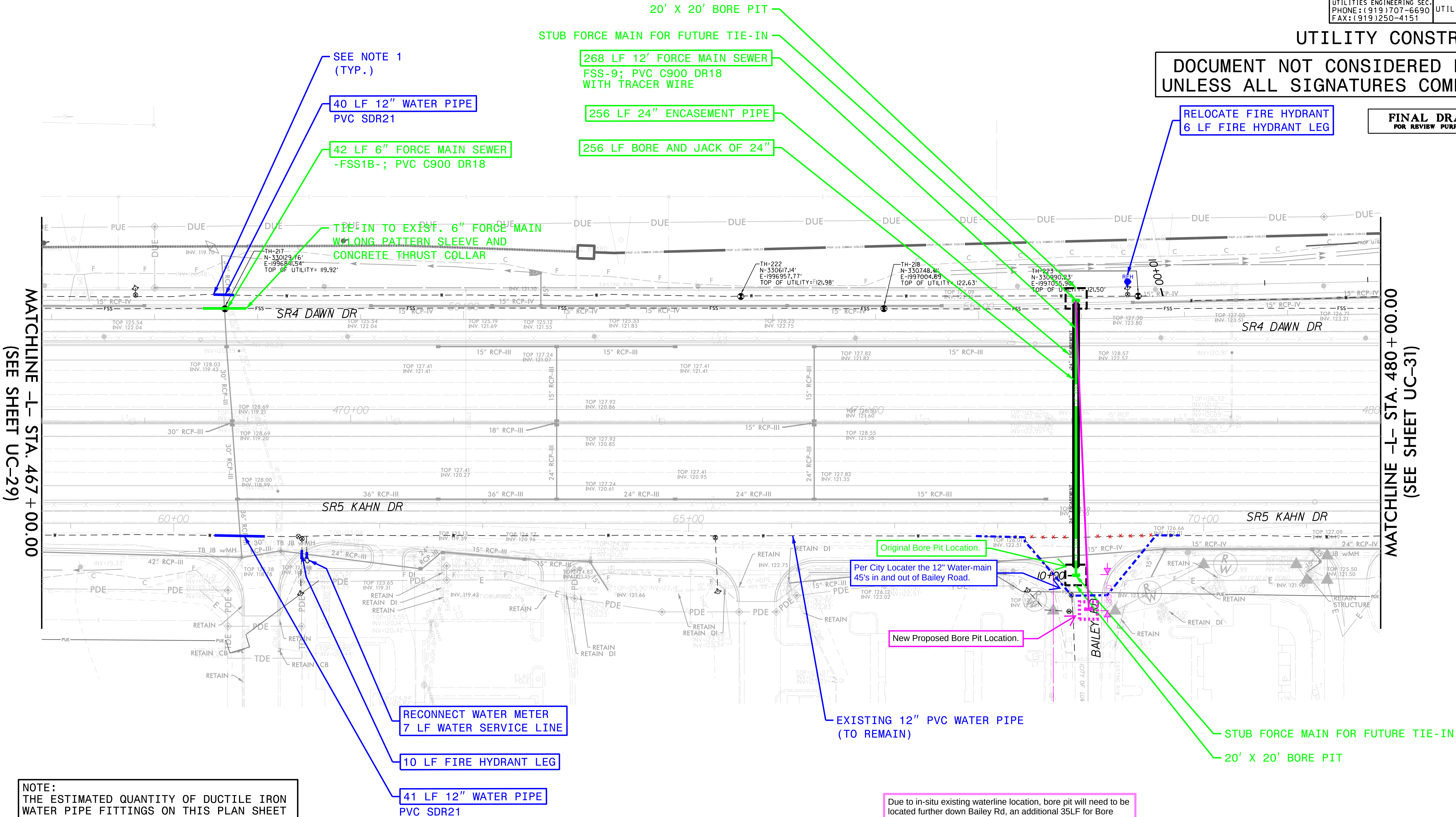
| PROJECT REFERENCE NO.      | SHEET NO.                                         |
|----------------------------|---------------------------------------------------|
| I-6064/1-5879              | UC-30                                             |
| DESIGNED BY: PKP           | UTILITY CONSTRUCTION<br>PLANS ONLY                |
| DRAWN BY: TWR/JDS          |                                                   |
| CHECKED BY: PKP            |                                                   |
| APPROVED BY: SLK           |                                                   |
| REVISED:                   | NORTH CAROLINA<br>DEPARTMENT OF<br>TRANSPORTATION |
| UTILITIES ENGINEERING SEC. |                                                   |
| PHONE: (919) 707-6690      |                                                   |
| FAX: (919) 250-4151        |                                                   |



UTILITY CONSTRUCTION

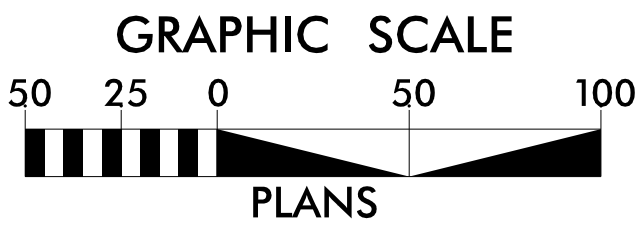
DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

FINAL DRAWING  
FOR REVIEW PURPOSES ONLY



NOTE:  
THE ESTIMATED QUANTITY OF DUCTILE IRON  
WATER PIPE FITTINGS ON THIS PLAN SHEET  
IS 1720 POUNDS. THE ACTUAL QUANTITY AND  
TYPE OF FITTINGS WILL VARY BASED ON  
FIELD CONDITIONS.

NOTE:  
THE ESTIMATED QUANTITY OF DUCTILE IRON  
SEWER PIPE FITTINGS ON THIS PLAN SHEET  
IS 300 POUNDS. THE ACTUAL QUANTITY AND  
TYPE OF FITTINGS WILL VARY BASED ON  
FIELD CONDITIONS.



**Lumberton City Council**

Item: V.G.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** Public Works

**Submission Date:** 07/07/2025

**Subject:** Wheel Balancer Purchase

**Summary/Background of Subject Matter:**

The wheel balancer at the garage has quit working. Due to the age of the equipment, replacement parts are no longer available. Currently, when replacing tires, we have to take wheels to a local tire service shop to get the wheels balanced. Public Works is asking Council to purchase a new replacement balancer. Attached are three quotes. The lowest price minus NC Sales tax was from O'Reilly Auto Parts for \$8,500.

**Staff Recommendation:**

Public Works is requesting approval to purchase a new wheel balancer for the garage from NAPA for \$8,917 to be paid for from the operations code for the Garage.

**City Manager's Comments:**

**Signature:** Wayne Horne, City Manager

**Department:** Public Works

**ATTACHMENTS:**

1. Wheel Balancer Quotes



600003311  
NAPA Auto Parts - HP311  
1605 GODWIN AVENUE  
LUMBERTON N.C. , NC 28358  
(910) 739-9310

# QUOTE

Date : 06/05/2025

Time : 09:26

Page : 1 / 1

Order # 438082

Quote For

73085  
CITY OF LUMBERTON  
500 N CEDAR STREET  
LUMBERTON, NC 28358-0000

Quote By

Quote By : 2061 , MICHAEL  
Sales Rep : 15 , WENDY  
Quote Date : 06/05/2025  
Quote : 3538

| Part Number | Line | Description                                              | Quantity | Price     | Net     | Total    | Taxable |
|-------------|------|----------------------------------------------------------|----------|-----------|---------|----------|---------|
| MAXX80220   | CTC  | Coats MAXX 80 RIM CLAMP TIRE CH ()<br>Above Item on Sale | 1.00     | 24,350.48 | 9908.01 | 9,908.01 | T       |
| 13002DA     | CTC  | Coats Wheel Balancer 1300 Compu ()<br>Above Item on Sale | 1.00     | 14,181.92 | 5747.01 | 5,747.01 | T       |
| 15003DA     | CTC  | Coats Wheel Balancer 1500 Compu ()<br>Above Item on Sale | 1.00     | 22,004.62 | 8917    | 8,917.00 | T       |

**\*\* Prices and Taxes Subject to Change Without Notice \*\***

Attention :

PO# :

|                                        |           |
|----------------------------------------|-----------|
| Subtotal                               | 24,572.02 |
| Tax Estimated Using<br>primary 7.0000% | 1,720.04  |

Quote Total 26,292.06



Date: 06/16/2025

### Customer Information

O'Reilly Account #: 790803

Customer Name: CITY OF LUMBERTON PUBLIC

Store: 2046

Customer Address: 215 S CEDAR ST LUMBERTON,  
NC 28358-8613

Sales Person: Dallas Tyree

### Equipment

| Entry | QTY | Line | Item #    | Description   | Price each  | Extended Price |
|-------|-----|------|-----------|---------------|-------------|----------------|
| 1     | 1   | COT  | 80015003D | 1500 BALANCER | \$ 8,500.00 | \$ 8,500.00    |

### Miscellaneous

| Entry | QTY | Line | Item # | Description | Price each | Extended Price |
|-------|-----|------|--------|-------------|------------|----------------|
|-------|-----|------|--------|-------------|------------|----------------|

No items found

- \* Deposits for install are based off of estimates of install prices.
- \* Customer is responsible for any amount over the install estimate.
- \* Customer will be refunded any amount under the install estimate.
- \* Larger items may require a forklift for off-loading.

- \* Prices are subject to any applicable taxes.
- \* Taxes are subject to change.
- \* Prices include freight unless otherwise noted.
- \* Prices do not include electrical hook-up.

### Bid Totals

|                           |                 |
|---------------------------|-----------------|
| Equipment Subtotal \$     | 8,500.00        |
| Miscellaneous Subtotal \$ | 0.00            |
| Taxes \$                  | 595.00          |
| <b>Subtotal \$</b>        | <b>9,095.00</b> |

#### Notes:

Prices are good through: 07/16/2025

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

O'Reilly Team Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Auto Zone

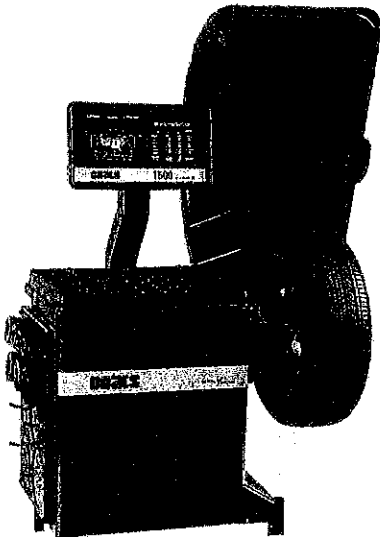
# COATS®

## Coats® 1500 Direct Drive Wheel Balancer

Part #: AMM80015003D

Sku: 339012

**Price: 8,949.99**



Coats Direct Drive Wheel Balancer featuring 8 balancing modes, automatic 3-D data entry, and new 8 piece collet adapters.

- Powered by Direct Drive
- Maximum Tire Diameter: 44"
- Behind-the-Spoke Mode
- Premium Quicknut
- 8 Piece Collet Kit
- Automatic 3-D Data Entry
- 220V, 1 Phase
- 3 Year Parts and 6 Months Labor

**Lumberton City Council**

Item: V.H.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** Public Works

**Submission Date:** 07/07/2025

**Subject:** Linkhaw Road - CSX Railroad Culvert Improvements

**Summary/Background of Subject Matter:**

CSX has given the City preliminary approval for the culvert design under the railroad spur on Linkhaw Road. In order to get final approval to proceed with construction bidding, the City needs to approve the attached CSX Facility Encroachment Agreement, comply with the standard CSX insurance requirements and pay the \$9,150 Plan Review and Licensing Fee.

**Staff Recommendation:**

Public Works is requesting Council approve the CSX Facility Encroachment Agreement and pay the \$9,150 fee from the North Carolina Golden Leaf Foundation Grant for the project.

**City Manager's Comments:**

**Signature:** Wayne Horne, City Manager

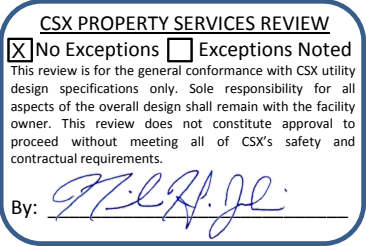
**Department:** Public Works

**ATTACHMENTS:**

1. CSX1032848 EXHIBIT A
2. CSX1032848 Invoice
3. Insurance Requirements
4. RPL Insurance Requirements
5. CSX1032848 Agreement

OPEN CUT / OPEN TRENCH

Lumberton, Robeson County, North Carolina | Florence Division, Wilmington Subdivision  
Mile Post SEA 299.82 | Latitude Longitude: 34.64471, -78.99784



CSXT GENERAL NOTES:

1. REFER TO THE CSXT PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. TRENCH EXCAVATIONS SHALL BE OF SUCH DIMENSIONS AS TO PROVIDE AMPLE ROOM FOR CONSTRUCTION. TRENCH WIDTHS SHALL BE AT LEAST 12 INCHES WIDER THAN THE OUTSIDE DIAMETER OF THE PIPE (6-INCHES EITHER SIDE OF THE PIPE). THE BOTTOM OF THE TRENCH, IN SO FAR AS IS PRACTICAL, SHALL BE EXCAVATED TO PERMIT PROPER PLACEMENT OF THE PIPE. THE EXCAVATION FOR THE PIPELINE SHALL INCLUDE THE REMOVAL OF ANY OBSTRUCTIONS ENCOUNTERED. THE TRENCH SHALL BE EXCAVATED TO A DEPTH AT LEAST 3 INCHES BELOW THE OUTSIDE BOTTOM ELEVATION OF THE PLANNED PIPELINE. WHEN NECESSARY, ALL EXCAVATIONS SHOULD BE DEWATERED PRIOR TO AND DURING INSTALLATION AND BACKFILLING OF THE SYSTEM.
3. COMPACT ALL BACKFILL IN EXCAVATIONS AND TRENCHES TO 95% MAXIMUM DRY DENSITY AS DEFINED IN ASTM STANDARD D1557. USE CLEAN, SUITABLE BACKFILL MATERIAL, INSTALL IN SIX-INCH LIFTS AND COMPACT.
4. BEDDING MATERIAL SHALL BE GRANULAR BACKFILL IDENTICAL TO SUBBALLAST, OR A WELL GRADED CRUSHED STONE OR GRAVEL.
5. WHEN EXCAVATING WORK WILL BE WITHIN CSXT RIGHT-OF-WAY, SHORING PLANS AND OTHER REQUIRED MATERIAL MUST BE SUBMITTED TO CSXT DESIGNEE FOR APPROVAL PRIOR TO ANY CONSTRUCTION. ANY EXCAVATION/HOLE LESS THAN 15' FROM THE CENTERLINE OF NEAREST TRACK MUST BE FILLED OR PROPERLY SHORED PRIOR TO ANY TRAIN PASSING.
6. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSXT PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSXT SPECIFICATIONS.
7. ALL PRESSURE PIPELINES INSTALLED BY THE TRENCH METHOD, WITHOUT A CASING, SHALL HAVE A WARNING TAPE PLACED DIRECTLY ABOVE THE PIPELINE, 2 FEET BELOW THE GROUND SURFACE.
8. INSTALL HAND HOLES, SPLICE BOXES, AND MANHOLES PER THE REQUIREMENTS OF CSXT DESIGN & CONSTRUCTION SPECIFICATIONS. INSTALL THEM SO AS NOT TO CREATE A TRIPPING HAZARD OR TO INTERFERE WITH RAILROAD OPERATIONS.
9. NO CONSTRUCTION OR ENTRY UPON THE CSXT CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
10. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSXT SPECIFICATIONS WILL BE SUBMITTED TO THE CSXT DESIGNEE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
11. BLASTING IS NOT PERMITTED UNDER OR ON CSXT PROPERTY.
12. CSXT DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
13. ALL PERSONNEL SHALL RECEIVE SAFETY BRIEFINGS BY A CSXT FLAGMAN OR DESIGNATED CSXT DESIGNEE EACH DAY BEFORE BEGINNING WORK ON THE RIGHT OF WAY. ADDITIONAL SAFETY BRIEFINGS MAY BE REQUIRED WHEN CONDITIONS AND/OR WORK SITES ARE CHANGED.
14. AGENCY OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH CSXT OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGES TO CSXT'S PROPERTY, OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS OF CSXT'S PROPERTY OR RIGHT-OF-WAY.
15. CONTRACTOR ACCESS WILL BE LIMITED TO THE IMMEDIATE PROJECT AREA ONLY. THE CSXT RIGHT-OF-WAY OUTSIDE THE PROJECT AREA MAY NOT BE USED FOR CONTRACTOR ACCESS TO THE PROJECT SITE AND NO TEMPORARY AT-GRADE CROSSINGS WILL BE ALLOWED.
16. ALL MATERIAL AND EQUIPMENT WILL BE STAGED TO NOT BLOCK ANY CSXT ACCESS OR MAINTENANCE ROADS. NO HOISTING OR AUXILIARY EQUIPMENT NECESSARY FOR THE PROCEDURE SHALL BE PLACED ON CSXT TRACK STRUCTURE AND / OR BALLAST SECTION. CLEAR WORKING LOCATIONS FOR EQUIPMENT USED WILL BE LAID OUT AND APPROVED BY THE CSXT FLAGGER PRIOR TO EQUIPMENT SET-UP.
17. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL ACTIVE RAILROAD FACILITIES, INCLUDING ELECTRICAL, WATER LINES, SEWER LINES, COMMUNICATION AND SIGNAL LINES AS WELL AS UNDERGROUND PIPING. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL EQUIPMENT AND MATERIAL A MINIMUM OF SIX (6) FEET FROM FOREMENTIONED ELEVATED COMMUNICATION AND SIGNAL FACILITIES.
18. CONTRACTOR MUST CONDUCT ALL OF ITS WORK IN A SAFE MANNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH RULES, REGULATIONS, PROCEDURES AND SAFE PRACTICES OF CSXT, OSHA, THE FRA AND ALL OTHER GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE PROJECT.
19. OWNER SHALL REIMBURSE CSXT DIRECTLY FOR ALL COSTS OF FLAGGING AND INSPECTION SERVICE THAT ARE REQUIRED ON ACCOUNT OF CONSTRUCTION WITHIN CSXT PROPERTY SHOWN IN THE PLANS, OR COVERED BY AN APPROVED PLAN REVISION, SUPPLEMENTAL AGREEMENT OR CHANGE ORDER. INSPECTION SERVICE SHALL NOT RELIEVE CONTRACTOR FROM LIABILITY FOR ITS WORK.
20. OWNER OR CONTRACTOR SHALL GIVE A MINIMUM OF 30 DAYS' ADVANCE NOTICE TO CSXT DESIGNEE FOR ANTICIPATED NEED FOR FLAGGING AND INSPECTION SERVICE. NO WORK SHALL BE UNDERTAKEN UNTIL THE FLAG PERSON(S) AND INSPECTOR(S) IS/ ARE AT THE JOB SITE. IF IT IS NECESSARY FOR CSXT TO ADVERTISE A FLAGGING JOB FOR BID, CSXT SHALL NOT BE LIABLE FOR THE COST OF DELAYS ATTRIBUTABLE TO OBTAINING SUCH SERVICE.
21. THE RIGHT OF WAY SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO BEGINNING THE PROJECT BEFORE FINAL ACCEPTANCE WILL BE PROVIDED. PUNCH LISTS SHALL BE RESPONDED TO PRIOR TO ISSUANCE OF AN ACCEPTANCE MEMORANDUM SIGNED BY THE CSXT DESIGNEE.
22. IDENTIFY HAZARDS AND PUT CONTROLS IN PLACE PRIOR TO START OF EXCAVATION. STAKE OR MARK PIT AS NEEDED FOR DIGGING. ESTABLISH A LAYDOWN AREA ABOVE THE FLOOD ZONE TO PLACE MOTORIZED EQUIPMENT. PLACE SNOW FENCE AROUND PIT 20' BEYOND THE LEADING EDGE OF EXCAVATION. ALL EROSION CONTROL METHODS SHALL BE INSTALLED AND MAINTAINED USING BEST MANAGEMENT PRACTICES AS REQUIRED. APPLY LAYER OF WASHED STONE TO BASE OF EXCAVATION TO ESTABLISH PROPER LINE AND GRADE (6" MIN.).
23. BACKFILL, COVER OR FENCE ALL EXCAVATIONS WHEN UNATTENDED. THE CSXT DESIGNEE WILL APPROVE THE PROTECTION METHOD AND THE TYPE OF FENCING MATERIAL. SET FENCING BACK AT LEAST 3 FEET (91 CENTIMETERS) FROM THE EDGES OF THE EXCAVATION. SET FENCE POSTS SECURELY IN THE GROUND AND INSURE THE FENCING IS SECURELY TIED TO POSTS WITH ZIP TIES OR SOME OTHER TIE WRAP PRODUCT.
24. IF THE EXCAVATION IS 5 FEET OR GREATER IN DEPTH, THE WALLS MAY BE SLOPED AT 1.5 HORIZONTAL TO 1 VERTICAL TO REDUCE THE RISK OF CAVE-INS OR SLIDES. A SAFE MANNER IN WHICH TO ENTER AND EXIT THE EXCAVATION MUST BE ESTABLISHED. THE TOE OF SLOPES IN EXCAVATION SHALL IN NO CASE BE UNDERCUT BY POWER SHOVELS, BULLDOZERS, GRADERS, BLASTING, OR IN ANY MANNER. EXCAVATION SHALL NOT BE MADE IN EXCESS OF THE AUTHORIZED CROSS-SECTION.
25. AVOID THE NEED FOR WORKERS TO BE IN TRENCHES WHENEVER POSSIBLE. FOR EXAMPLE, WHEN TRENCHING IN A CONDUIT SYSTEM, THE PIPE TO BE PLACED SHOULD BE ASSEMBLED ABOVE THE TRENCH AND LOWERED DOWN INTO THE TRENCH. WHEN WORKERS ARE REQUIRED TO GO INTO AN EXCAVATION, SHORING AND CONFINED SPACE REQUIREMENTS WILL GOVERN.
26. PROJECTS THAT GENERATE SOILS FROM CSXT PROPERTY MUST ADHERE TO CSXT'S SOIL MANAGEMENT POLICIES. CSXT REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE REUSED ON CSXT PROPERTY OR PROPERLY DISPOSED IN A CSXT APPROVED DISPOSAL FACILITY. CSXT ENVIRONMENTAL DEPARTMENT WILL HANDLE WASTE CHARACTERIZATION AND PROFILING INTO AN APPROVED DISPOSAL FACILITY. CSXT PROHIBITS ANY ENVIRONMENTAL SAMPLING ON ITS PROPERTY UNLESS GRANTED THROUGH AN WRITTEN ENVIRONMENTAL RIGHT-OF-ENTRY OR APPROVED IN WRITING BY THE CSXT ENVIRONMENTAL DEPARTMENT. THE MANAGEMENT OF SOILS GENERATED FROM CSXT PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSXT PROPERTY. A LIST OF CSXT APPROVED LABORATORIES AND/OR DISPOSAL FACILITIES MAY BE OBTAINED FROM THE CSXT MANAGER ENVIRONMENTAL PROGRAMS.
27. CONTRACTOR ALSO HAS THE SOLE RESPONSIBILITY OF ASCERTAINING THAT ALL OTHER UTILITIES HAVE BEEN PROPERLY LOCATED BY COMPLYING WITH THE LOCAL "CALL BEFORE YOU DIG" REGULATION(S). CONTRACTOR SHALL SOLELY BE RESPONSIBLE FOR NOTIFYING OWNERS OF ADJACENT PROPERTIES AND OF UNDERGROUND FACILITIES AND UTILITY OWNERS WHEN PROSECUTION OF THE WORK MAY AFFECT THEM, AND SHALL COOPERATE WITH THEM IN THE PROTECTION, REMOVAL, RELOCATION AND REPLACEMENT OF THEIR PROPERTY.
28. CONTRACTOR SHALL CONDUCT "PRE-DIG" MEETING PRIOR TO CONSTRUCTION WORK, WITH ALL SUBCONTRACTORS AND WORKERS TO REVIEW THE LOCATION OF ALL UTILITIES AS MARKED OUT, EXCAVATION PROCEDURES, AND TO CONFIRM THE "ONE CALL" REQUEST. THIS PERMIT IS SUBJECT TO ANY EXISTING UTILITIES THAT MAY BE IN CONFLICT WITH THE DESIGN AND REQUIRES POTHOLING. ALL EXISTING UTILITIES ARE REQUIRED TO BE POTHOLED PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL BE PERFORMED IN ACCORDANCE WITH CSXT SPECIFICATIONS. HAND EXPOSE LINES TO A POINT OF NO CONFLICT (24 INCHES ON EITHER SIDE OF THE UNDERGROUND INSTALLATION). IF MARKED UTILITY CANNOT BE LOCATED, EXCAVATION MUST NOT PROCEED AND YOU MUST NOTIFY THE ONE CALL NUMBER OR UTILITY COMPANY TO PROVIDE ADDITIONAL INFORMATION TO DETERMINE THE EXACT LOCATION.
29. BEFORE EXCAVATING, ALL SIGNAL CABLES AND OTHER UTILITIES MUST BE LOCATED AND MARKED/FLAGGED. CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGES TO CSXT COMMUNICATION & SIGNAL FACILITIES.

NOTE: WORK SCHEDULE IS SUBJECT TO THE APPROVAL OF ALL REQUIRED CONSTRUCTION SUBMITTALS BY THE CSXT CONSTRUCTION REPRESENTATIVE, VERIFICATION THAT PROPOSED WORK WILL NOT CONFLICT WITH ANY CSXT U.G. FACILITIES, AND THE AVAILABILITY OF CSXT FLAGGING AND PROTECTION SERVICES. CONSTRUCTION SUBMITTALS WILL BE BASED UPON THE PROPOSED SCOPE OF WORK AND MAY INCLUDE, BUT ARE NOT LIMITED TO; PROPOSED WORK PLAN, PROJECT SCHEDULE, MEANS AND METHODS, SITE ACCESS, DEWATERING, TEMPORARY EXCAVATION/SHORING, SOIL DISPOSITION/MANAGEMENT, TRACK MONITORING, CONCRETE PLACEMENT WORK, STRUCTURAL LIFTING/RIGGING PLANS FOR HOISTING OPERATIONS, SUBSTRUCTURE CONSTRUCTION PLANS, STEEL ERECTION PLANS, ROADWORK PLANS, ETC. NO WORK MAY BEGIN ON, OVER, OR ADJACENT TO CSXT PROPERTY, OR THAT COULD POTENTIALLY IMPACT CSXT PROPERTY, OPERATIONS OR SAFETY WITHOUT THE PRIOR COMPLETION AND APPROVAL OF THE REQUIRED FOREMENTIONED INFORMATION AND APPROVALS.

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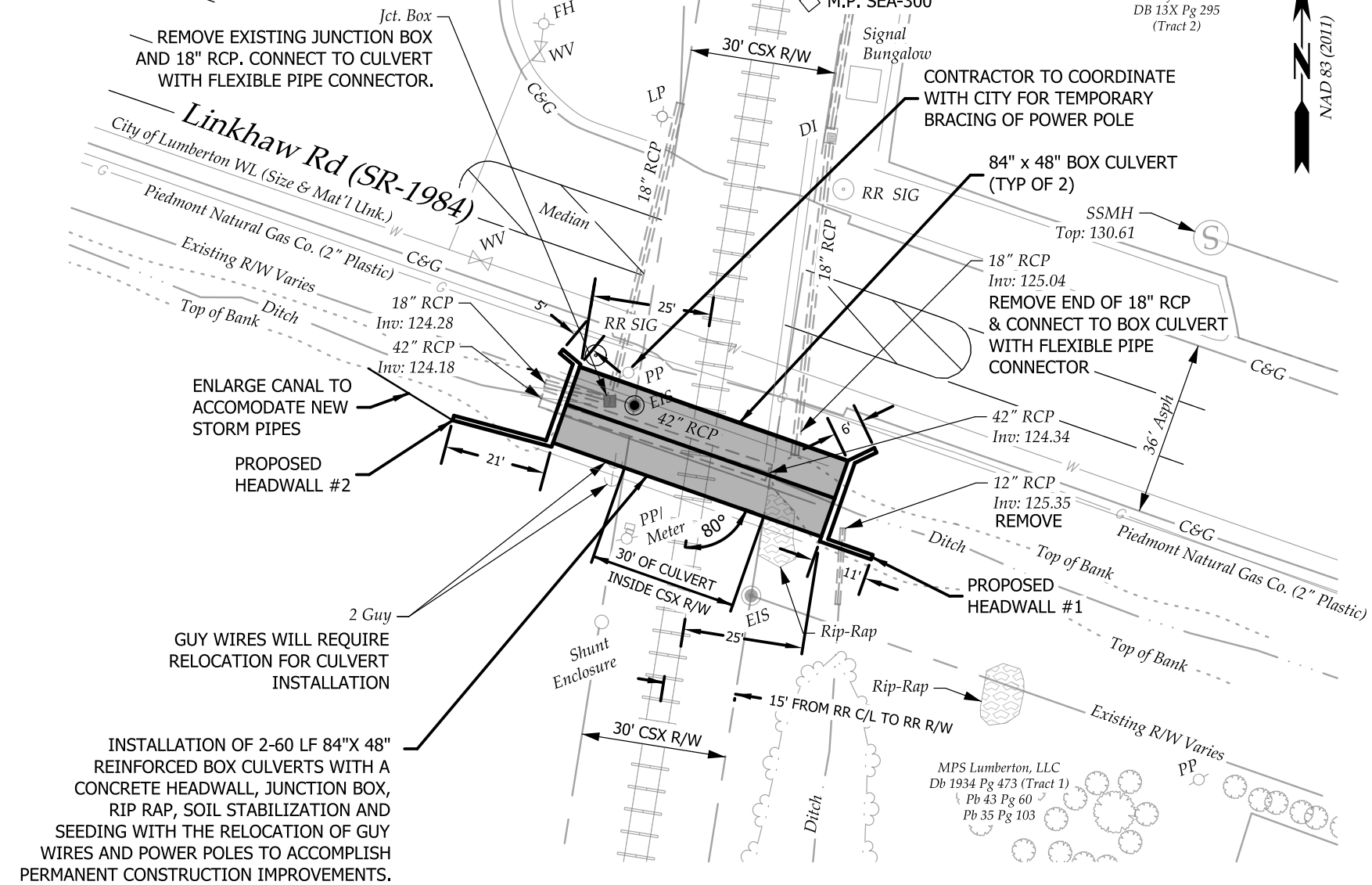
RRX\_Plan Linkhaw

LAT: 34.644697°  
LONG: -78.997837°

The Lumberton City  
Board Of Education  
DB 13X Pg 295  
(Tract 1)

The Lumberton City  
Board Of Education  
DB 13X Pg 295  
(Tract 2)

NAD 83 (2011)



LEGEND

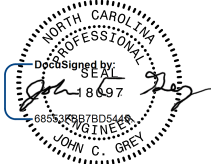
| SURVEY                 |               | SEWER     |              |
|------------------------|---------------|-----------|--------------|
| EXISTING               |               | EXISTING  |              |
| ●                      | IRON PIPE     | ⊙ SSMH    | MANHOLE      |
| ○ SHR                  | SHRUB         | — SS —    | SEWER LINE   |
| — TREELINE / WOODSLINE |               |           |              |
| ---                    | PROPERTY LINE | ⊗ WV      | WATER VALVE  |
| ---                    | RIGHT-OF-WAY  | ⊗ FH      | FIRE HYDRANT |
|                        |               | — W —     | WATER LINE   |
| STORM DRAINAGE         |               | UTILITIES |              |
| EXISTING               | NEW           | EXISTING  |              |
| DI                     | DROP INLET    | ⊙ PPUP    | POWER POLE   |
| JB                     | JUNCTION BOX  | ⊙ LP      | LIGHT POLE   |
| CULV                   | CULVERT       | → Guy     | GUY WIRE     |
|                        |               | — G —     | GAS LINE     |
| FONT STYLES            |               |           |              |
| PROPOSED FEATURES      |               |           |              |
| Existing Features      |               |           |              |

CSX PROPERTY SERVICES REVIEW

☒ No Exceptions ☐ Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

By:



1/13/2025

40' 20' 0' 40'

SCALE: 1" = 40'

PROJECT NO.: 2799-CR

DWG NO.: C-3.01 DATE: JANUARY 2025

Wooten

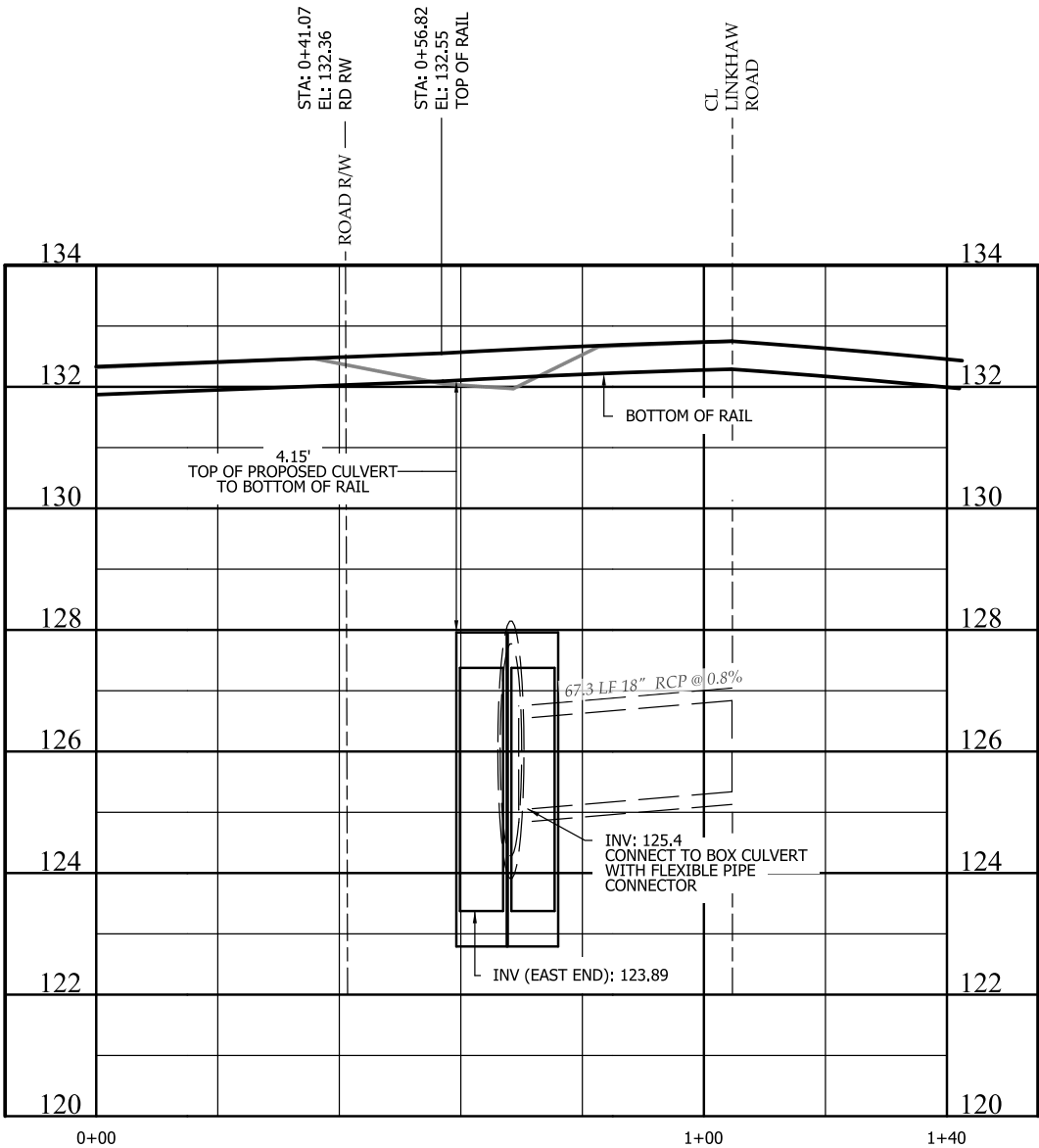
119 Brookstown Ave, Suite 100 • Winston-Salem, NC 27101  
(336) 722-5326 • thewootencompany.com  
License Number : F-0115

ROBESON COUNTY CITY OF LUMBERTON NORTH CAROLINA

SITE PLAN  
RAILROAD CULVERT IMPROVEMENTS  
AT LINKHAW RD DOT #631 508 U  
MILEPOST SEA-299.86  
CROSSING PROPERTY OF  
CSX TRANSPORTATION, INC

Docusign Envelope ID: DE420380-6C2D-4D62-9671-2788F0C994C5

RRX\_Plan Linkhaw



RAILROAD PROFILE

CSX PROPERTY SERVICES REVIEW

☒ No Exceptions ☐ Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

By:



1/13/2025

2'

1'

0'

SCALE: 1"=2' VERT.

40'

20'

0'

40'

SCALE: 1" = 40'

PROJECT NO.:

2799-CR

DWG NO.:

C-3.02

DATE:

JANUARY 2025

Wooten

119 Brookstown Ave, Suite 100 • Winston-Salem, NC 27101  
(336) 722-5326 • thewootencompany.com  
License Number : F-0115

ROBESON COUNTY

CITY OF LUMBERTON

NORTH CAROLINA

RAILROAD PROFILE

RAILROAD CULVERT IMPROVEMENTS

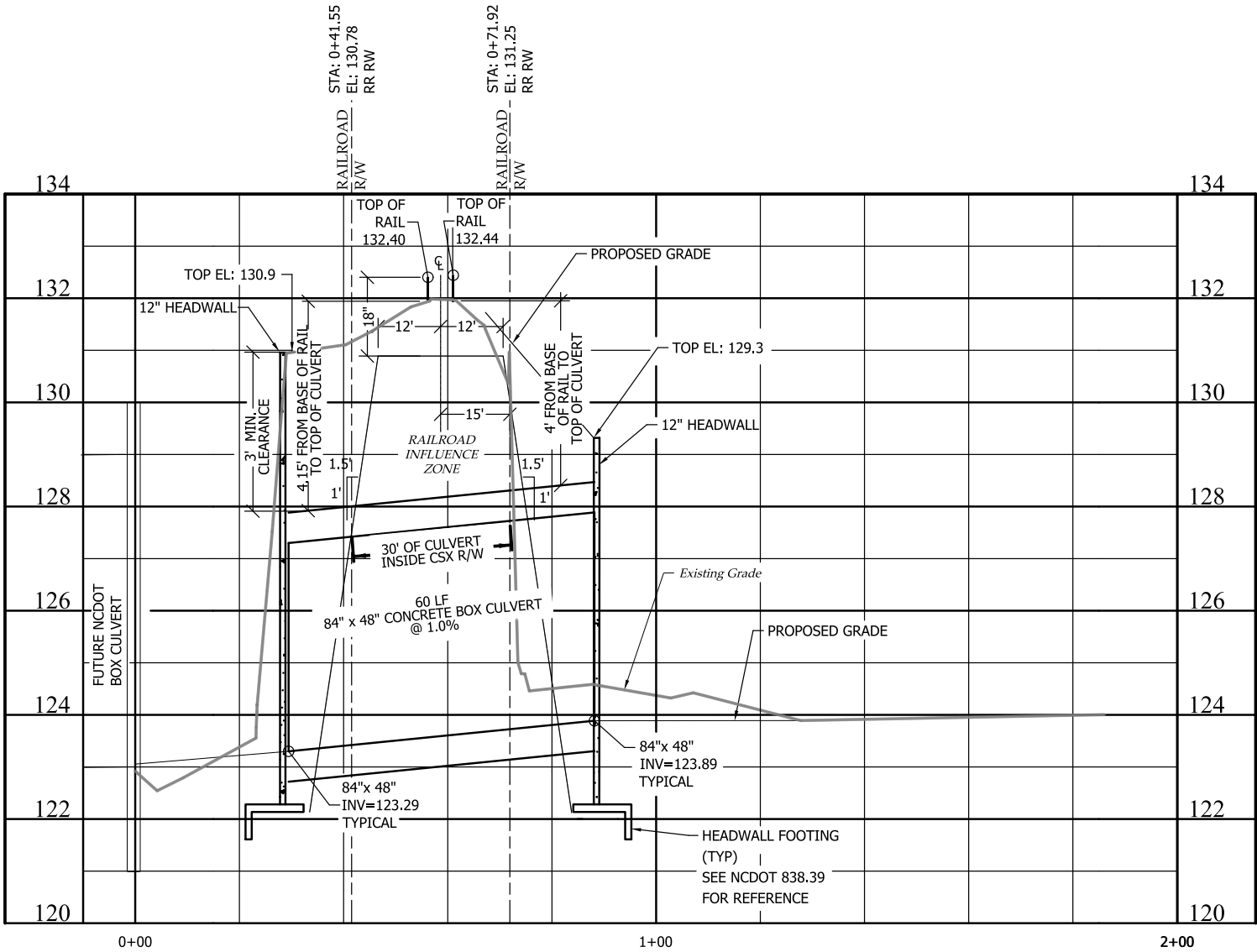
AT LINKHAW RD DOT #631 508 U

MILEPOST SEA-299.86

CROSSING PROPERTY OF

CSX TRANSPORTATION, INC

RRX\_Plan Linkhaw



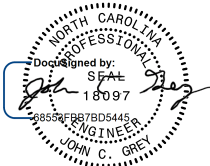
CULVERT PROFILE

**CSX PROPERTY SERVICES REVIEW**

☒ No Exceptions ☐ Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

By: *[Signature]*



1/13/2025

SCALE: 1"=2' VERT.

SCALE: 1" = 40'

PROJECT NO.: 2799-CR

DWG NO.: C-3.03 DATE: JANUARY 2025

**Wooten**

119 Brookstown Ave, Suite 100 • Winston-Salem, NC 27101  
(336) 722-5326 • thewootencompany.com  
License Number : F-0115

ROBESON COUNTY CITY OF LUMBERTON NORTH CAROLINA

**CULVERT PROFILE**  
RAILROAD CULVERT IMPROVEMENTS  
AT LINKHAW RD DOT #631 508 U  
MILEPOST SEA-299.86  
CROSSING PROPERTY OF  
CSX TRANSPORTATION, INC



|                      |            |
|----------------------|------------|
| Page                 | 1 of 1     |
| Account/Contract No. | CSX1032848 |
| Tracking No.         | 1082337    |
| Reference Number     | 2799-CR    |

## Invoice

|      |            |
|------|------------|
| Date | 07/01/2025 |
|------|------------|

### Customer

CITY OF LUMBERTON  
500 N CEDAR STREET  
LUMBERTON, NC 28358

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

### Fees-At-A-Glance

|                            |          |
|----------------------------|----------|
| Amount Due in U.S. dollars | 9,150.00 |
|----------------------------|----------|

### Fees Summary

|                                                             |            |
|-------------------------------------------------------------|------------|
| Review Fee                                                  | \$7,650.00 |
| Railroad Protective Liability (Only if RPL is not provided) |            |
| Expedited Review Fee                                        |            |
| License Fee                                                 | \$1,500.00 |
| Sales Tax*                                                  |            |
| Money on File                                               |            |

\*Florida Sales tax applies to the license fee

|                                    |          |
|------------------------------------|----------|
| Total Current Fees in U.S. dollars | 9,150.00 |
|------------------------------------|----------|

CSX Federal ID No.  
CSX Canadian ID No.  
CSX Quebec ID No.

54-6000720  
105203095 RC 0001  
1022434469 IC 0001

#### Please remit payment to:

##### Legal Address:

500 Water Street, J180  
Jacksonville, FL 32202  
Questions? Contact:

#### CSX Transportation, Inc.

##### Mailing Address:

500 Water Street, J180  
Jacksonville, FL 32202  
[JUSTIN\\_ROERIG2@CSX.COM](mailto:JUSTIN_ROERIG2@CSX.COM)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |  |            |  |            |  |            |  |            |  |            |  |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>PRODUCER</b><br><br> | <b>CONTACT NAME:</b><br><b>PHONE:</b> (A/C No. Ext):<br><b>E-MAIL:</b> ADDRESS: patty.mundy@r3303015URANCE.COM<br><b>INSURER(S) AFFORDING COVERAGE:</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table> | INSURER A: |  | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER A:              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |  |            |  |            |  |            |  |            |  |            |  |
| INSURER B:              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |  |            |  |            |  |            |  |            |  |            |  |
| INSURER C:              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |  |            |  |            |  |            |  |            |  |            |  |
| INSURER D:              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |  |            |  |            |  |            |  |            |  |            |  |
| INSURER E:              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |  |            |  |            |  |            |  |            |  |            |  |
| INSURER F:              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |  |            |  |            |  |            |  |            |  |            |  |

**INSURED** The Licensee identified in the agreement must be named insured. For municipal/government entities Licensee's Contractor can be named insured if they sign and provide the Contractor Acceptance form.

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | ADCL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                            |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X         |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMPLE AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                              | X         |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                             |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED: RETENTION \$                                                                                                                                                                                 |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                          |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             |           | X        |               |                         |                         | WC STATU- TORY LIMITS: OTH- ER: X<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                     |

The amount in this "Each Occurrence" box must be at least five million dollars (\$5,000,000); or the amount in the box combined with the "Each Occurrence" coverage of any Excess Liability must be at least five million dollars (\$5,000,000)

Combined single limit of not less than one million dollars (\$1,000,000.00)

Standard limits of liability. Must contain a waiver of subrogation in favor of CSXT \$1,000,000.00 per occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This box should contain the following. CSX Transportation, Inc., is included as additional insured. This certificate applies to all contracts/agreements between the named Insured and CSXT.

## CERTIFICATE HOLDER

## CANCELLATION

CSX Transportation, Inc.  
500 Water Street, J180  
Jacksonville, FL 32202

Per the terms of the agreement this should state: Should any of the above described policies be modified, cancelled, or not renewed, the issuing insurer shall mail 30 days written notice to the certificate holder named herein.



## RAILROAD PROTECTIVE LIABILITY INSURANCE

### **Evidence required by CSX Transportation, Inc.**

You are required to furnish a Railroad Protective Liability insurance policy to protect CSX Transportation, Inc. in connection with activities to be performed on or adjacent to CSX Transportation's Right of Way. The following summarizes Railroad's specifications for proper evidence of insurance:

The insurer must be financially stable and rated A- or better in Best's insurance.

The policy must be written using the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35

Named Insured and Address: CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

For Conrail property in New York/New Jersey Shared Asset areas:  
Consolidated Rail Corporation  
c/o CSX Transportation, Inc.

Limits of Liability: \$5,000,000 per occurrence and \$10,000,000 aggregate is required for all locations.

Name and address of Contractor **must** be shown on the Declarations page.

Name and address of the Project Sponsor **must** be shown on the Declarations page, unless the Contractor and Project Sponsor are the same.

Description of operations **must** appear on the Declarations page and must match the project description, including project or contract identification numbers.

Description of the job location **must** appear on the Declarations page.

#### Coverage

Requirements/Endorsements:

**A) Must Include:** TRIA  
coverage

Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later Delete  
Common Policy Conditions - CL/CG 99 01

If policy jacket does not include Common Policy Conditions, this endorsement is not necessary. **B)**

**Acceptable/May Include:**

Broad Form Nuclear Exclusion - IL 00 21

30-day Advance notice of Non-renewal or cancellation

Required State Cancellation Endorsement Quick  
Reference or Index - CL/IL 240 **C)**

**Unacceptable/Cannot Include:**

A Named Insured other than CSX Transportation, Inc.

Any Pollution Exclusion Endorsement except CG 28 31

Any Endorsement that excludes TRIA coverage

Any Endorsement that limits or excludes Professional Liability coverage

Any Non-Cumulation of Liability or Pyramiding of Limits Endorsement

Any Known Injury Endorsement

Any Punitive or Exemplary Damages Exclusion

A Sole Agent Endorsement

Any Endorsement not named in A or B that Railroad deems unacceptable Any  
policy that includes a deductible

The **ENTIRE** original policy or Binder with Endorsements must be submitted for our approval and filing prior to the commencement of any work activities. You may go to the FRA website to get the information needed for the policy. You will need the nearest DOT# near your project (Example: 123456E). This number can be found on the bottom of the CSX sign at the public crossing. You will put in the 6 digit number and letter in the section that says "Select Crossing Pattern. Then hit Run Query and Generate Report. This should give enough information for the insurance company. One policy per project is required.

<http://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Xingqryxing.aspx>

**Frequent items that are incorrect on the policy.**

**Job Description:** See description on the first page of the Agreement. (Full description)

**Job Location information:** See description on the first page of the Agreement (City, County, State and CSXT Milepost Information)

**Governmental Agency/Contracting Party:** Should be the Licensee and not the contractor **Endorsements:** Endorsements are included that CSXT does not accept. Please see the list above.

Questions concerning RPL requirements should be directed in writing to: Mr. Richard Shephard, CSX Transportation, Inc., 500 Water Street, C-907, Jacksonville, Florida 32202 or email: Richard\_shephard@csx.com.



## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of July 1, 2025, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF LUMBERTON, a municipal corporation, political subdivision or state agency, under the laws of the State of North Carolina, whose mailing address is P.O. Box 1388, 500 North Cedar Street, Lumberton, North Carolina 28358, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. Two (2) four feet by seven feet (4' x 7') diameter sub-grade pipeline crossings, solely for the conveyance of stormwater, located at or near Lumberton, Robeson County, North Carolina, Florence Division, Wilmington Subdivision, Milepost SEA-299.82, Latitude N34:38:40., Longitude W78:59:52.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby grant a non-exclusive license to Licensee for the Encroachment for the sole purpose of permitting Licensee to construct, maintain, repair, renew, operate, use, alter or change the

Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of ONE THOUSAND FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$1,500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual written consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees that it shall not assess Licensors any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express prior written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.8 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.9 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit A, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.10 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

**4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, and for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor in a manner satisfactory to Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property in a manner satisfactory to Licensor; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor ("Rail Corridor") or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's sole risk, cost and expense.

**7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

**8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole risk, cost and expense.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.



## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge, cost or expense (including attorneys' fees) (collectively, "Claims and Losses") which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's Rail Corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's Rail Corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from any and all Claims and Losses arising from, under or in connection with or as a consequence of: (a) (i) any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of the Encroachment or (ii) any leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensors harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensors, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensors, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensors may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensors' ability to collect under the insurance policies required to be maintained under this Agreement.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence (limit may be satisfied through a combination of both primary and umbrella/excess liability policies) for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensors, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensors, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensors, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its parent, subsidiaries and affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.

- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this Agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.
- (vii) Licensor's acceptance of any certificate of insurance does not constitute a waiver, release or modification of any of the insurance coverages or endorsements required under this Article 10.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Licensee shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL)

Policy for the period of actual construction. This coverage is offered at Licensor's sole discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's Rail Corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk, cost and expense, shall (a) remove the Facilities from the Rail Corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the Rail Corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

14.3 Notwithstanding the termination, revocation or expiration of this Agreement, and except as otherwise stated in this Agreement, those obligations contained herein that by their terms or nature are intended to survive such termination, revocation or expiration shall do so including the indemnification, Facilities removal, restoration and reimbursement provisions herein.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's Rail Corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 910-671-3851.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein (by operation of law or otherwise); said consent shall not be unreasonably withheld. Any assignment of this Agreement by Licensee, by operation or law or otherwise, or any interest herein, without the prior written consent of Licensor, shall be void.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and Rail Corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors' title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors' existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors' title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend Licensors from and against any and all Claims and Losses arising out of or in connection with claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages; provided that Licensors shall have the right to participate in the defense of any such claim.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. APPROVALS:**

18.1 Whenever this Agreement requires the prior approval or consent of Licensor, Licensee shall make a timely written request to Licensor therefor; and such approval or consent shall be obtained in writing. Except where this Agreement expressly obligates Licensor not to unreasonably withhold its approval or consent to any of Licensee's actions or requests, Licensor has the absolute right, in its sole and arbitrary discretion, to refuse any request Licensee makes or to withhold its approval of any of Licensee's proposed or effected actions that require Licensor's approval.

18.2 Licensor makes no warranties or guarantees upon which Licensee may rely, and assumes no liability or obligation to Licensee, by providing any waiver, approval, consent, or suggestion to Licensee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

## **19. GENERAL PROVISIONS:**

19.1 This Agreement, and the attachments hereto, contains the entire understanding between the parties hereto, and supersedes all other oral or written agreements and understandings between them, with respect to the subject matter hereof.



19.2 Except as otherwise expressly provided in this Agreement, neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

19.3 Except as otherwise provided herein, or in any Exhibit, Schedule or other attachment hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

19.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

19.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located. In interpreting this Agreement, the singular shall be read as the plural in each instance as sense shall require. The words "include," "includes" and "including" when used in this Agreement will be interpreted as if they were followed by the words "without limitation."

19.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

19.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

19.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

19.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

19.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same

instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19.11 Notwithstanding any other provision in this Agreement to the contrary, Licensor expressly reserves and does not waive any rights it may have under the Interstate Commerce Commission Termination Act of 1995, 49 U.S.C. § 10101, *et seq.*, the Federal Railroad Safety Act, 49 U.S.C. § 20101, *et seq.*, and/or any other federal law governing rail transportation and related operations.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensors:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

**CITY OF LUMBERTON**

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Authority under Ordinance or

Resolution No. \_\_\_\_\_,

Dated \_\_\_\_\_.

**Lumberton City Council**

Item: V.I.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** Public Works

**Submission Date:** 07/29/2025

**Subject:** Raw Water Intake ATS

**Summary/Background of Subject Matter:**

The Lumberton Raw Water Intake on the Lumber River was recently elevated and updated through a flood mitigation project. The only remaining part of this system that was not updated at that time was the Automated Transfer Switch (ATS) for the generator. Council approved a request to fund a replacement project for this ATS in the current budget year in the amount of \$60,000.

Public Works received a quote from Sanford Electrical Contractors in the amount of \$40,564.42. Sanford Electrical was the electrical subcontractor on the original Raw Water Intake project.

**Staff Recommendation:**

Public Works recommends council approval of the quote from Sanford electrical Contractors in the amount of \$40,564.42 with funds coming from the budgeted capital line item 60-00-8220-5860.

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** Public Works

**ATTACHMENTS:**

1. BP-50C31\_20250729\_122117

SANFORD ELECTRICAL CONTRACTORS, INC.  
P.O. Box 1173  
Sanford, NC 27331-1173 US  
+19197744533  
office@sanfordelectricalcontractors.com  
sanfordelectricalcontractors.com

## Estimate



SANFORD  
ELECTRICAL  
CONTRACTORS

### ADDRESS

City of Lumberton  
1451 Lowery St,  
NC.  
Lumberton, NC 28358

| ESTIMATE # | DATE       | EXPIRATION DATE |
|------------|------------|-----------------|
| 2978       | 07/22/2024 | 08/22/2024      |

| DATE                  | DESCRIPTION                                                                                                                                               | QTY | RATE      | AMOUNT             |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------------|
|                       | Lumberton Raw Water Intake                                                                                                                                |     |           |                    |
|                       | Job to include removal of existing ATS.<br>Furnish and Install new 600 amp, stainless steel<br>ATS. Make all terminations and ensure proper<br>operation. |     |           |                    |
| Labor - municipal bid |                                                                                                                                                           | 150 | 80.00     | 12,000.00T         |
| Materials             | 600 amp SS ATS                                                                                                                                            | 1   | 19,632.58 | 19,632.58T         |
| Materials             | Conduit, wire and fittings                                                                                                                                | 1   | 6,931.84  | 6,931.84T          |
| Equipment Rental      | Crane                                                                                                                                                     | 1   | 1,250.00  | 1,250.00T          |
| Equipment Rental      | Temporary Cables                                                                                                                                          | 1   | 750.00    | 750.00T            |
|                       | SUBTOTAL                                                                                                                                                  |     |           | 40,564.42          |
|                       | TAX                                                                                                                                                       |     |           | 2,839.51           |
|                       | TOTAL                                                                                                                                                     |     |           | <b>\$43,403.93</b> |

Accepted By

Accepted Date

**Lumberton City Council**

Item: V.J.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** Public Works

**Submission Date:** 07/29/2025

**Subject:** Waste Water Hydrostal Pumps

**Summary/Background of Subject Matter:**

Council has previously approved the purchase of 2 Hydrostal pumps for use at the Waste Water Treatment Plant in the amount of \$70,000 in the current capital budget.

Public Works has received a quote from ClearWater Inc., who is the area sales representative for Hydrostal pumps, in the amount of \$90,864.40 for 2 pumps.

**Staff Recommendation:**

Public Works recommends council approval for the purchase of 2 Hydrostal pumps for use at the WWTP from ClearWater Inc. in the amount of \$90,864.40. With funds being made available in the following:

\$70,000 from 60-00-8330-5960

\$16,596.07 from savings in the WTP ATS capital code 60-00-8220-5860

\$4,268.33 from the Water and Sewer Capital Reserve Fund.

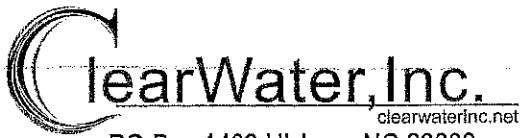
**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** Public Works

**ATTACHMENTS:**

1. BP-50C31\_20250729\_122129



PO Box 1469 Hickory, NC 28603  
 Phone: (828) 855-3182 Fax: (828) 855-3183  
 www.clearwaterinc.net

## Quote

| Date     | Estimate # |
|----------|------------|
| 7/7/2025 | 20253417   |

| Name / Address                                                                                                |
|---------------------------------------------------------------------------------------------------------------|
| City of Lumberton<br>PO Box 1388<br>Lumberton, NC 28359<br>***EMAIL INVOICES***<br>sjacobs@ci.lumberton.nc.us |

| Ship To                                                                       |
|-------------------------------------------------------------------------------|
| City of Lumberton<br>Water Plant<br>1451 Lowery Street<br>Lumberton, NC 28358 |

| Requestor     | Phone | Email                       | Prepared By  | Terms  | Lead Time |
|---------------|-------|-----------------------------|--------------|--------|-----------|
| James Bullock |       | jbullock@ci.lumberton.nc.us | Cindy Lackey | Net 30 | 25 Weeks  |

| Item       | Description                                                                                                                                                                                                                                                                                         | Qty | Cost Each | Sell Total |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|------------|
| 20201312-B | Conditions: 2600/1800 GPM @ 22/10"TDH<br>Hidrostral F10K-HD submersible dry pit sewage pump with standard construction, ductile iron impeller capable of handling design conditions and including 25 HP, 1158 RPM submersible motor with 49' of cable.<br>Price includes freight<br>NC 7% Sales Tax | 1   | 42,460.00 | 42,460.00T |
|            |                                                                                                                                                                                                                                                                                                     |     | 7.00%     | 2,972.20   |

|  |  |  |              |             |
|--|--|--|--------------|-------------|
|  |  |  | <b>Total</b> | \$45,432.20 |
|--|--|--|--------------|-------------|

|                  |                                                                              |                                                                                             |                                                                                                    |                                                                                                                         |
|------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>REMIT TO:</b> | <b>Hickory Office:</b><br>PO Box 1469<br>Hickory, NC 28603<br>(828) 855-3182 | <b>Richmond Office:</b><br>502 Research Road<br>N. Chesterfield, VA 23236<br>(804) 378-3550 | <b>Chesapeake Office:</b><br>1224 Executive Blvd Ste 108<br>Chesapeake, VA 23320<br>(757) 512-6428 | Quote Valid for 30 days.<br>A 3% fee will be added for credit card fees.<br>Freight is prepaid and added unless quoted. |
|------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|

This quote does not include any surcharges for future tariffs that may be imposed by our vendor at time of shipment.

**Lumberton City Council**

Item: V.K.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** Public Works

**Submission Date:** 07/29/2025

**Subject:** Lab Water Meter

**Summary/Background of Subject Matter:**

The Lumberton Lab located at the Waste Water Treatment Plant handles all lab testing and procedures for both the Water and Waste Water Treatment Plants. One of the pieces of equipment that is used in that process is a Hach DR3900 meter. The currently used version of this meter at the lab is no longer serviceable and is not compliant with testing. Lab staff has received a quote from Hach for a DR3900 water meter in the amount of \$7,502.00

**Staff Recommendation:**

Public Works recommends council approval of this water meter from Hach in the amount of \$7,502.00 with funds coming from the Water and Sewer Capital reserve fund.

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** Public Works

**ATTACHMENTS:**

1. BP-50C31\_20250729\_122140





## Quotation

**Quote Number: 101203616v1**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: [quotes@hach.com](mailto:quotes@hach.com)  
Website: [www.hach.com](http://www.hach.com)

Quote Date: 07/16/2025

Quote Expiration: 08/15/2025

CITY OF LUMBERTON  
PURCHASING DEPT/ACCTS PAYABLE  
PO BOX 1388  
LUMBERTON, NC 28359-1388

Name: Tammy Smith  
Phone: 910-671-3858  
Email: [tsmith@ci.lumberton.nc.us](mailto:tsmith@ci.lumberton.nc.us)

Customer Account Number : 031123

### PRICING QUOTATION

| Line        | Part Number     | Description                                                                               | Qty | Net Unit Price | Extended Price |
|-------------|-----------------|-------------------------------------------------------------------------------------------|-----|----------------|----------------|
| 1           | LPV440.99.00012 | DR3900 Laboratory VIS Spectrophotometer with RFID* Technology. Standard lead time 3 days. | 1   | 7,206.00       | 7,206.00       |
| 2           | LPZ440.99.00007 | Tungsten Lamp for DR3900 / Lico 6xx. Standard lead time 3 days.                           | 2   | 148.00         | 296.00         |
| Grand Total |                 |                                                                                           |     | \$             | 7,502.00       |

### TERMS OF SALE

**Freight:** Ground Prepay and Add

**FCA:** Hach's facility

**ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

**ORDER TERMS:**

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCOTERM FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 388, Loveland, CO 80538
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special Invoicing Instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination. If applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 90 days of order, or the price will be subject to change.

**Lumberton City Council**

Item: V.L.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** Public Works

**Submission Date:** 07/29/2025

**Subject:** Freemans Lift Station Pump

**Summary/Background of Subject Matter:**

Public Works maintains 49 lift stations in and around Lumberton which make up the sewer system. Almost every station uses a slightly different pump than another station does. The Freemans Lift station serves the Water Treatment Plant and parts of West Lumberton. Recently we had a catastrophic failure of one of the pumps at the Freemans Lift Station and had to put the spare pump assembly for this station into service. This has left Public Works needing to replace the spare pump assembly for Freemans Lift Station.

Public Works received a quote from ClearWater Inc., who is the area sales representative for this pump, in the amount of \$15,089.00

**Staff Recommendation:**

Public Works recommends council approval of the purchase of a spare pump for the Freemans Lift Station from ClearWater Inc. in the amount of \$15,089.00 with funds being made available from the Water and Sewer Capital Reserve Fund.

**City Manager's Comments:**

**Signature:** Wayne Horne, City Manager

**Department:** Public Works

**ATTACHMENTS:**

1. BP-50C31\_20250729\_122148



PO Box 1469 Hickory, NC 28603  
 Phone: (828) 855-3182 Fax: (828) 855-3183  
 www.clearwaterinc.net

## Quote

| Date      | Estimate # |
|-----------|------------|
| 7/22/2025 | 20253763   |

| Name / Address                                                                                                |
|---------------------------------------------------------------------------------------------------------------|
| City of Lumberton<br>PO Box 1388<br>Lumberton, NC 28359<br>***EMAIL INVOICES***<br>sjacobs@ci.lumberton.nc.us |

| Ship To                                                                       |
|-------------------------------------------------------------------------------|
| City of Lumberton<br>Water Plant<br>1451 Lowery Street<br>Lumberton, NC 28358 |

| Requestor   | Phone        | Email                     | Prepared By  | Terms  | Lead Time |
|-------------|--------------|---------------------------|--------------|--------|-----------|
| Kevin Burns | 910-827-2946 | kburns@ci.lumberton.nc.us | Cindy Lackey | Net 30 | 4 Weeks   |

| Item       | Description                                                                                                                                                     | Qty | Cost Each | Sell Total |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|------------|
| 20220469-A | WILO FA15.52E-245 Pump with FK202-4/27, 25 HP, 230 volt complete pump and including green epoxy coating, heat and moisture sensor, 40' power and control cable. | 1   | 14,589.00 | 14,589.00T |
| Freight    | Freight Estimated (not to exceed)<br>Existing Serial Number 2700650583774<br>NC 7% Sales Tax                                                                    | 1   | 500.00    | 500.00T    |
|            |                                                                                                                                                                 |     | 7.00%     | 1,056.23   |

**Total** \$16,145.23

|                  |                                                                              |                                                                                             |                                                                                                    |                                                                                                                                |
|------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>REMIT TO:</b> | <b>Hickory Office:</b><br>PO Box 1469<br>Hickory, NC 28603<br>(828) 855-3182 | <b>Richmond Office:</b><br>502 Research Road<br>N. Chesterfield, VA 23236<br>(804) 378-3550 | <b>Chesapeake Office:</b><br>1224 Executive Blvd Ste 108<br>Chesapeake, VA 23320<br>(757) 512-6428 | <b>Quote Valid for 30 days.</b><br>A 3% fee will be added for credit card fees.<br>Freight is prepaid and added unless quoted. |
|------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|

This quote does not include any surcharges for future tariffs that may be imposed by our vendor at time of shipment.

**Lumberton City Council**

Item: V.M.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** Public Works

**Submission Date:** 07/30/2025

**Subject:** Resolution Accepting Asset Inventory Assessment Grant

**Summary/Background of Subject Matter:**

The City has been awarded an Asset Inventory Assessment (AIA) Grant to help map our Raw Water Pipe System that collects source water from the river and wells and conveys it to the water plant for treatment. This is a \$150,000 grant. The City has a \$7,500 required match and a \$2,250 Administration Fee, both to be paid for out of the Water and Sewer Capital Reserve Fund

**Staff Recommendation:**

Public Works is requesting Council to adopt the attached resolution accepting the North Carolina Division of Water Infrastructure Asset Inventory Assessment Grant

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** Public Works

**ATTACHMENTS:**

1. 1 Resolution\_SRP-AIA\_250519
2. Lumberton\_AIA-D-0332\_FO\_250721.docx
3. Lumberton\_AIA-D-0332\_FOX\_250721.docx

(Suggested Format)

**RESOLUTION BY GOVERNING BODY OF RECIPIENT**

**WHEREAS,** the North Carolina General Statutes Chapter 159G has created Asset Inventory and Assessment (AIA) grants to assist eligible units of government with meeting their water infrastructure needs, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$\_\_\_\_\_ to perform an Asset Inventory and Assessment study detailed in the submitted application, and

**WHEREAS,** the (unit of government) intends to perform said project in accordance with the agreed scope of work,

**NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):**

That (unit of government) does hereby accept the State Reserve Grant offer of \$\_\_\_\_\_.

That the (unit of government) does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That (name(s) and title(s) of Authorized Representative(s) [note that multiple Authorized Representatives can be named in the Resolution]), and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project [*Optional: and to the following DWI-funded projects listed below*]; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

[*Optional:*      1. Project number and project name  
                     2. Project number and project name  
                     3. Project number and project name]

Adopted this the (date adopted) at (place), North Carolina.

(Signature of Chief Executive Officer)

Date



STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

|                                              |                 |              |
|----------------------------------------------|-----------------|--------------|
| Legal Name and Address of Award Subrecipient | Project Number: | AIA-D-0332   |
| City of Lumberton                            |                 |              |
| P.O. Box 1388                                | UEID:           | W62KLWWQW1N4 |
| Lumberton, NC 28359                          |                 |              |

Funding Program

|                                                                                  |                                                    |                     |
|----------------------------------------------------------------------------------|----------------------------------------------------|---------------------|
| Drinking Water <input checked="" type="checkbox"/>                               | Wastewater <input type="checkbox"/>                | Total Grant Offered |
| Distressed <input type="checkbox"/>                                              | Not Distressed <input checked="" type="checkbox"/> |                     |
| SRP Asset Inventory & Assessment Grant (AIA) <input checked="" type="checkbox"/> |                                                    | \$ 150,000          |
| SRP Merger/Regionalization Feasibility Grant (MRF) <input type="checkbox"/>      |                                                    | \$ 0                |

|               |                                   |            |
|---------------|-----------------------------------|------------|
| Project Name: | Total Financial Assistance Offer: | \$ 150,000 |
| Water AIA     | Match Percentage (5%)*:           | \$7,500    |
|               | (includes 1.5% Fee)               |            |
|               | 1.5% Fee**:                       | \$ 2,250   |

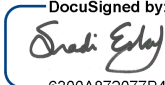
\*Match percentage is based on the number of LGU indicators exceeding the state benchmark and the grant amount.  
\*\*1.5% fee is calculated based on the grant amount.

Pursuant to North Carolina General Statute 159G:

- The Subrecipient is eligible under State law,
- The project is eligible under State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality

|                                                                                                                                            |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| DocuSigned by:<br><br>6390A972677B465.....<br>Signature | 7/29/2025<br>.....<br>Date |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|

On Behalf of (Applicant): \_\_\_\_\_  
Name of Representative in Resolution: \_\_\_\_\_  
Title (Type or Print): \_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE SUBRECIPIENT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

|                    |               |
|--------------------|---------------|
| .....<br>Signature | .....<br>Date |
|--------------------|---------------|

## STANDARD CONDITIONS AND ASSURANCES FOR SRP AIA GRANTS

1. The Subrecipient acknowledges that no disbursements will be made until the 1.5% fee has been received by the Division of Water Infrastructure (Division).
2. If the project is co-funded with Federal funding sources (e.g., State Revolving Funds, CDBG-Infrastructure, American Rescue Plan Act), the conditions and assurances of the Federal funding program will also apply.
3. The Subrecipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
4. All projects must comply with North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. Any services provided that were not selected in compliance with state requirements will be ineligible for disbursement.
5. The Subrecipient is responsible for paying for ineligible project costs as determined by the Division.
6. The Subrecipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records must be maintained during the project and these records must be retained and made available for a period of at least three (3) years following completion of the project.
7. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and the Subrecipient's compliance with the conditions and assurances of this grant. Requests for disbursement must be made using the Division's disbursement form.
8. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Subrecipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Subrecipient is expected to uphold its contract obligations regarding timely payment.
9. Payment of the sums specified herein are subject to and contingent upon the availability, allocation, and appropriation of funds to the Department of Environmental Quality by the State or Federal government.
10. The Subrecipient, if a local government unit or public authority, must comply with the requirements of NC GS 159-34 in having its accounts audited each fiscal year and to submit a copy of the audit report to the Secretary of the Local Government Commission by the established deadlines. Failure to comply with these requirements may result in delays in disbursement of the funds to the Subrecipient and/or the rescission of this Funding Offer.
11. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
12. The Subrecipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
13. The Subrecipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
14. The Subrecipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
15. The Subrecipient must provide approved minutes or a resolution confirming the final report has been presented to the Subrecipient's governing board.
16. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition and Assurance Nos. 12, 13, and 14. After receipt of this documentation, the final disbursement request will be processed.



Date: 7/21/2025

**INVOICE**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

Payable to: NC/DEQ-DWI

Mail to: *Attention: DWI Accountant*  
Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, NC 27699-1633

Bill To: City of Lumberton  
P.O. Box 1388  
Lumberton, NC 28359

|                                                             |                       |
|-------------------------------------------------------------|-----------------------|
| <b>Item: 1.5 percent fee for SRP AIA Project AIA-D-0332</b> |                       |
| <b>SRP Grant Amount:</b>                                    | \$150,000             |
| <b>1.5% Fee Amount:</b>                                     | <u><b>\$2,250</b></u> |

**FOR USE BY DIVISION OF WATER INFRASTRUCTURE**

Deposit to Fund \_\_\_\_\_ Amount Paid \_\_\_\_\_

JOSH STEIN  
Governor  
D. REID WILSON  
Secretary  
SHADI ESKAF  
Director



July 21, 2025

Mr. Wayne Horne, City Manager  
City of Lumberton  
P.O. Box 1388  
Lumberton, NC 28359

SUBJECT: SRP Funding Offer  
Water AIA  
Project No. AIA-D-0332

Dear Mr. Horne:

The City of Lumberton has been approved for funding assistance according to the subject funding offer. This offer is made subject to the Assurances and Conditions set forth in the Offer and Acceptance Document. Enclosed are two (2) copies of an offer-and-acceptance document, extending funding in the amount of \$150,000. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items via Laserfiche at the following link: <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>.

1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for SRP Projects. **Please retain the second copy for your files.**
2. 1.5% Fee invoice (attached) and payment.
3. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.
4. Sales Tax Certification, if applicable (attached).
5. One (1) copy of all executed service agreements and/or contracts.

All work associated with this project must be completed within the approved milestone schedule as shown on your Letter of Intent to Fund or per the latest approved Funding Deadline Extension.



North Carolina Department of Environmental Quality | Division of Water Infrastructure  
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633  
919.707.9160

Once the subject project has commenced, the enclosed “AIA/MRF Disbursement Request Form” must be completed and submitted with each disbursement request along with the associated invoices, sales tax certificate (if applicable), and project progress reports. A reference copy of the Disbursement Request Form has been enclosed for your convenience. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI’s website under the “I Have Funding – Construction and Disbursement” page.

Please be aware that all Disbursement Requests must be submitted through the Division’s EBS system as of **July 1, 2025**. If you have not already, you will be required to apply for an NCID log-in in order to access our EBS system. You can find all the appropriate information for gaining access to the EBS system on our website at the following link: <https://www.deq.nc.gov/construction-disbursement-funds>.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this form no later than the time when you choose to submit your first request for disbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of SRP funds, made available by the North Carolina Water Infrastructure Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Linda Culpepper at [linda.culpepper@deq.nc.gov](mailto:linda.culpepper@deq.nc.gov) or 919-707-9109.

Sincerely,

DocuSigned by:



6300A872077B4C5...

Shadi Eskaf, Director

Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)  
1.5% Fee Invoice  
Resolution by Applicant’s Governing Body to Accept an Offer of Funding  
Sales Tax Certification Form  
AIA/MRF Disbursement Request Form

CC: Wayne Horne, City Manager; [whorne@ci.lumberton.nc.us](mailto:whorne@ci.lumberton.nc.us)  
Henry Lewis, Lumberton Finance Director; [hglewis@ci.lumberton.nc.us](mailto:hglewis@ci.lumberton.nc.us)  
John Grey, PE, The Wooten Company; [jgrey@thewootencompany.com](mailto:jgrey@thewootencompany.com)  
Anita Spencer (via DocuSign)  
DWI Administrative Unit (via DocuSign)  
Linda Culpepper (via DocuSign)  
Matthew Rushing, EI (via DocuSign)  
Victor D’Amato, PE (via DocuSign)  
[DEQ.DWI.FundingOffer@deq.nc.gov](mailto:DEQ.DWI.FundingOffer@deq.nc.gov)  
FILE: SRP (Agreement Number 2000081928)



**Lumberton City Council**

Item: V.N.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** Public Works

**Submission Date:** 07/31/2025

**Subject:** Water Plant Sludge Basin Clean-out Extension

**Summary/Background of Subject Matter:**

The Lumberton Water Treatment Plant (WTP) sludge basin is in the process of being cleaned out for the first time in over 15 years. This project began last October with the selection of McGill Environmental of Clinton, NC. Since that time, a large amount of sludge and vegetative growth have been removed from the basin. The original project cost approved by council was \$762,000.

As of June 30, 2025 a total amount of \$832,107.85 has been spent on this project. McGill has continued to work during the month of July 2025 for an amount of \$69,668.08 that is due.

Public Works staff have been involved in the oversight of this clean-out project and with the estimation of the remaining sludge and vegetative growth to be removed. McGill has estimated a total cost not to exceed \$356,250.00 to finish this clean-out project. This would put the total amount needed to complete the project at \$425,918.08 when adding the not-to-exceed amount after Aug 1st 2025 and the costs during the month of July 2025.

For reference, the only other bid on this project was for \$1,214,044.00. The total cost from McGill would now be \$1,258,025.93 with the WTP continuing to add sludge during the past year of this clean-out project.

**Staff Recommendation:**

Public Works recommends council approval of the not-to-exceed amount of \$425,918.08 to finish this clean-out project with McGill Environmental with fund being made available through the Water and Sewer Capital Reserve Fund.

**City Manager's Comments:**

**Signature:**

**Department:** Public Works

**ATTACHMENTS:**

1. BP-50C31\_20250731\_123435
2. BP-50C31\_20250731\_123427

**Walters, Corey J.**

---

**From:** Michael Williams <mwilliams@mcgillcompost.com>  
**Sent:** Thursday, July 31, 2025 9:03 AM  
**To:** Walters, Corey J.  
**Subject:** FW: Lumberton Reminder

Corey,

Here are the numbers you requested.

**Michael Williams**  
Industrial Services Manager  
(M) 910.990.5028  
[www.mcgillcompost.com](http://www.mcgillcompost.com)



---

**From:** Jenna Cunningham <jcunningham@mcgillcompost.com>  
**Sent:** Thursday, July 31, 2025 9:02 AM  
**To:** Michael Williams <mwilliams@mcgillcompost.com>  
**Subject:** RE: Lumberton Reminder

**Jenna Cunningham**

**Accounts Receivable**

Phone: 919-362-1161 x 7012

[www.mcgillcompost.com](http://www.mcgillcompost.com)



---

**From:** Michael Williams <mwilliams@mcgillcompost.com>  
**Sent:** Thursday, July 31, 2025 8:29 AM  
**To:** Jenna Cunningham <jcunningham@mcgillcompost.com>  
**Subject:** Lumberton Reminder

Jenna,

Just a reminder, could you send me the numbers for Lumberton ASAP, I have to get a proposal into Lumberton by 10am.

What they have spent from day 1-now – this is thru June \$ \$ 832,107.85

What they've spent in the month of July - \$ 69,668.08

Thanks,

**Michael Williams**

Industrial Services Manager

(M) 910.990.5028

[www.mcgillcompost.com](http://www.mcgillcompost.com)



**Walters, Corey J.**

---

**From:** Michael Williams <mwilliams@mcgillcompost.com>  
**Sent:** Thursday, July 31, 2025 8:56 AM  
**To:** Walters, Corey J.  
**Subject:** Lumberton Updated Proposal

Corey,

Here is a breakdown of what we talked about yesterday.

We estimate 30 more loads to complete the removal of the visible surface cattails. Assuming we pull them like normal, and send them to the Sampson County Landfill, at a tip fee of \$150/ton, here is a breakdown of that cost:

30 loads=600 tons @\$150/ton= **\$90,000**  
2 loads/day=15 days@\$4,550/day= **\$68,250**  
\$700/load transportation fee= **\$21,000**

**Total for 30 loads delivered to the Sampson Co. Landfill: \$179,250**

This will take care of the visible surface cattails, and most of, if not all of what has already been piled up. This alone will put the lagoon in a great spot and will buy the city a lot more time to come up with another RFP for sludge removal in the future. As long as some water remains on the surface, the cattails should not come back.

I talked to Cody from Enviro Choice yesterday and sent him the analytical results from last year. He is going to get with the state and get approval for disposition of the cattail sludge on the land. The idea is to, after the current crop has been harvested, use 20-30 acres and dump the sludge as evenly as we can on that land. Then they will go behind us and till it in immediately. If we're able to make this happen, we can continue to live load the trailers with the remaining sludge in the lagoon. If we have enough space and time, I believe we can get the lagoon effectively empty this way. This would of course cut out the cost of the landfill's tip fee, as well as speed up the number of trailers filled and dumped per day, cutting down on overall daily rate charges. I think the ideas that Cody, Larry, you, and I have talked about can work for this. I will contact Cody again today and check up on his progress, and keep on him about land application.

On the Dewatering side of things, I have some thoughts as well. If we go ahead with the 30 loads to the landfill idea and get the visible surface cattails removed, this will put dewatering operations in a great spot. As for numbers:

**\$3,540/load** for 20 tons of dewatered sludge.

We could, for example, pull 50 loads from the lagoon for a total cost of **\$177,000** after the 30 loads of cattails are removed and that would clear out a large amount of the remaining sludge. We could do this in addition to the land application, or exclusively, in the case that the land app falls through.

In summary:

- **Total for 30 loads delivered to the Sampson Co. Landfill: \$179,250**

- **Total for 50 loads of dewatered sludge at 20 tons/load: \$177,000**
- **Total for visible surface cattails and 1000 we tons of dewatered sludge: \$356,250**

Let me know what you think about all of this, and please let me know if you have any questions at all.

Thank you, Corey,

**Michael Williams**

Industrial Services Manager

(M) 910.990.5028

[www.mcgillcompost.com](http://www.mcgillcompost.com)





**Lumberton City Council**

Item: V.O.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Attorney

**Submission Date:** 07/28/2025

**Subject:** Approve Contract Documents with Aclara for AMI

**Summary/Background of Subject Matter:**

NC Local Government Commission approval was a pre-requisite to our bringing the contract with our AMI provider, Aclara, to you for approval. That approval was received earlier this month. The contract has been carefully negotiated with Alcara over the course of several virtual meetings. The contract is several hundred pages so it is not being attached hereto, but is available in the Legal Department for your review.

**Staff Recommendation:**

Approve contract with Aclara.

**City Manager's Comments:**

**Signature:**

**Department:** City Attorney

**ATTACHMENTS:**

None

**Lumberton City Council**

Item: V.P.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Attorney

**Submission Date:** 07/28/2025

**Subject:** Approve Resolution Authorizing Installment Purchase Agreement

**Summary/Background of Subject Matter:**

The attached Resolution is required for the City to move forward with its financing with Atlantic Union Bank, for our AMI program. This Resolution provides for the necessary authority for other required documents to be signed by the appropriate City officials. Once these documents are approved we expect to close the loan for the financing very shortly, just a few days after the Council meeting. The following associated documents will be available in the Legal Department and at the meeting for any wishing to review: Master Equipment Lease-Purchase, the Equipment Schedule No. 2025-01 and the State of NC Lease Rider.

**Staff Recommendation:**

Approve Resolution.

**City Manager's Comments:**

**Signature:**

**Department:** City Attorney

**ATTACHMENTS:**

1. Resolution Authorizing Installment Purchase Agreement-07-25

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
INSTALLMENT FINANCING AGREEMENT, AN ESCROW AGREEMENT AND  
RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF  
IMPROVEMENTS TO THE UTILITY SYSTEMS OF THE CITY OF LUMBERTON,  
NORTH CAROLINA**

WHEREAS, the City Council (**the “City Council”**) of the City of Lumberton, North Carolina (**the “City”**) desires to finance the costs of acquiring and installing advanced metering equipment and related infrastructure for water and sewer utility and electric system utility purposes (**the “Project”**) by executing and delivering an installment financing contract, as authorized under Section 160A-20 of the General Statutes of North Carolina; and

WHEREAS, Atlantic Union Public Finance, Inc. (**the "Lender"**) submitted a proposal to the City dated April 30, 2025 pursuant to which the Lender will enter in an installment financing contract with the City in an initial principal amount of up to \$7,465,000 to finance the Project and pay certain costs associated with the financing, to be secured by a lien on the Project and a lien on the related escrow fund for the benefit of the Lender.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

1. The City has a need to finance the costs of the Project.
2. After due consideration, the City Council has determined that the most efficient manner of financing the Project will be through entering into a Master Equipment Lease-Purchase Agreement, Equipment Schedule No. 2025-01 and State of North Carolina Lease Rider to Equipment Schedule No. 2025-01 (**collectively, the “Installment Financing Agreement”**), between the City and the Lender and an Escrow Fund and Account Control Agreement between and among the City, the Lender and Atlantic Union Bank as escrow agent or such other escrow agent selected the City and agreed to by the Lender (**the "Escrow Agreement" and, together with the Installment Financing Agreement, the “Financing Documents”**).

3. Pursuant to the Financing Documents, the Lender will advance an amount sufficient, together with other legally available funds of the City, to pay the costs of the Project and the City will repay the Lender such advance in installments of rental payments, with interest thereon **(the “Installment Payments”)**.

4. In order to provide for the financing of the Project and the payment of the financing costs associated therewith, the City is hereby authorized to enter into the Financing Documents and other agreements described herein, and receive funds disbursed from the Escrow Agreement from to time pursuant to such Financing Documents in the principal amount not to exceed \$7,465,000. The City shall repay such funds in installments due in the amounts and at the times set forth in the Installment Financing Agreement. The payments of the Installment Payments shall be designated as principal and interest as provided in the Installment Financing Agreement. The interest rate payable under the Installment Financing Agreement shall be 4.39% per annum (subject to adjustment in certain events as provided in the Installment Financing Agreement), and the final Installment Payment due under the Installment Financing Agreement shall not be later than August 31, 2035.

5. The City Council hereby approves the Financing Documents in substantially the forms presented at this meeting. The Mayor or Mayor Pro-Tem, the City Manager, the Deputy City Manager and the Finance Director of the City are each hereby authorized to execute and deliver on behalf of the City such documents in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the City Council of any such changes. The City Clerk or any Deputy City Clerk or Assistant City Clerk is hereby authorized and directed to

affix the corporate seal of the City to any of such documents and to attest the same as may be required.

6. The City Council believes that funds sufficient to make payment of all amounts payable under the Installment Financing Agreement can be obtained. While recognizing that it is not empowered to make any binding commitment to make such payments beyond the current fiscal year, the City Council hereby states its intent to make annual appropriations for future fiscal years in amounts sufficient to make all such payments and hereby recommends that future City Councils do likewise during the term of the Installment Financing Agreement. In accordance with Section 160A-20 of the General Statutes of North Carolina, no deficiency judgment may be rendered against the City in any action for breach of any contractual obligation under the Installment Financing Agreement, and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under the Installment Financing Agreement.

7. The Mayor or Mayor Pro-Tem, the City Manager, the Deputy City Manager, the Finance Director, the City Attorney, the Clerk to the City Council or any Deputy or Assistant Clerk to the City Council, Sands Anderson PC as special counsel to the City, and any other officers, agents and employees of the City, are hereby authorized and directed to execute and deliver such other agreements, documents, instruments, closing certificates, tax certificates, opinions and other items of evidence and take such other actions as shall be deemed necessary or appropriate to consummate the transactions described above. The actions of the City in retaining the assistance of Sands Anderson PC as special tax counsel for the City in relation to the Installment Financing Agreement is approved and the City Manager and Finance Officer are authorized to execute an engagement agreement with Sands Anderson PC in relation to the Installment Financing Agreement and all such actions previously taken are hereby ratified.

8. The City covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest components of the Installment Payments. The City acknowledges that the continued exclusion of the interest components of the Installment Payments from the Lender's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Internal Revenue Code of 1986, as amended (**the "Code"**) and covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements.

9. All actions heretofore taken by any officer, agent, employee or representative of the City prior to the date hereof in furtherance of the purposes of this Resolution is hereby ratified, confirmed and approved.

10. This resolution shall take effect immediately upon its adoption.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF IMPROVEMENTS TO THE UTILITY SYSTEMS OF THE CITY OF LUMBERTON, NORTH CAROLINA" was adopted by the following vote:

Ayes:

Noes:

\* \* \* \* \*

I, Laney Mitchell-McIntosh, City Clerk for the City of Lumberton, North Carolina, DO  
HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said City  
Council for said City at a regular meeting held on August 4, 2025, as it relates in any way to the  
adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of  
said City Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given  
as required by North Carolina law.

WITNESS my hand and the official seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

City Clerk  
City of Lumberton, North Carolina

[SEAL]

**Lumberton City Council**

Item: V.Q.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** Legal

**Submission Date:** 07/21/2025

**Subject:** Resolution in Support of Smart Start Day – Temporary Road Closure Request

**Summary/Background of Subject Matter:**

Tim Little is requesting a resolution of the Lumberton City Council in support of Smart Start Day, authorizing a request to the North Carolina Department of Transportation (NCDOT) to grant approval to the Robeson County Partnership for Children for the temporary closure of Second Street.

The requested closure is from 210 E. 2nd Street to the Plaza, for the purpose of further demarcating the event space and ensuring safety during the activities associated with Smart Start Day.

**Staff Recommendation:**

This item is presented for Council's consideration and approval.

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** Legal

**ATTACHMENTS:**

1. 2025.08.01 In Support of Smart Start Day



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUMBERTON  
IN SUPPORT OF SMART START DAY**

**WHEREAS**, early childhood education is vital to the development of children and the future of our community, impacting their learning, health, and overall well-being; and

**WHEREAS**, Smart Start Day is an annual event held in Lumberton. to celebrate early education, children and services that Smart Start supports to help children create a strong foundation as they prepare for kindergarten; and

**WHEREAS**, this event is entirely free and includes food and activities for children and families and is scheduled from 10:00 am – 1:00 pm on Saturday, October 25, 2025. This event served over 600 people last year and have an expectation of serving more this year; and

**WHEREAS**, the plans for this event includes activities on the south side of Second Street, and in the Plaza on the north side of Second Street. The City Council of Lumberton is in support of Smart Start Day and that its importance warrants the closing of Second Street from Walnut Street to Elm Street. If granted, service vehicles will be parked in Second Street between 210 E. 2<sup>nd</sup> Street and the plaza further demarcating the closing.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUMBERTON:**

That the City of Lumberton respectfully request that the North Carolina Department of Transportation grant Robeson County Partnership for Children the closing of Second Street from Walnut Street to Elm Street from the hour of 10:00 am to 1:00 pm for a Smart Start Day event held on October 25, 2025.

**BE IT FURTHER RESOLVED, THAT THE CITY OF LUMBERTON** expresses its gratitude to the North Carolina Department of Transportation for their support and consideration of the street closure. This resolution affirms the City of Lumberton’s support for this event.

On motion of Councilman Thomas, seconded by Councilman Cantey, the foregoing Resolution was adopted on the 4<sup>th</sup> day of August, 2025.

---

Bruce W. Davis, Mayor

ATTEST:

---

Laney Mitchell-McIntosh, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

---

Holt Moore, City Attorney

Resolution No. 2025.08.01

**Lumberton City Council**

Item: V.R.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Manager

**Submission Date:** 07/31/2025

**Subject:** America 250 Grant & Mural

**Summary/Background of Subject Matter:**

Main Street Lumberton Advisory Board member James Bass will give an update on the America 250 grant and present the attached "draft" rendering of artist Max Dowdle's mural. James was instrumental in the development of the grant application which culminated in an award of \$30,000 from the NC Department of Cultural and Natural Resources for the installation of a mural to commemorate our nation's birth and to celebrate the rich natural and economic history of the county. Melvin Morris, owner of Inner Peace Gallery at 302 N. Chestnut Street, has graciously offered the northern exterior wall of his building as the location for this artwork. Once final approvals are given by the NC Dept. of Cultural Resources, work on the mural should begin in the fall.

**Staff Recommendation:**

As this is a report from an advisory board, no City Council action is required. Main Street Lumberton is merely asking the City Council to endorse the mural project as presented.

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** City Manager

**ATTACHMENTS:**

1. America\_250\_Mural



**Lumberton City Council**

Item: V.S.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Manager

**Submission Date:** 08/01/2025

**Subject:** Carolina Civic Center Annex - Project Update & Change Orders

**Summary/Background of Subject Matter:**

As the Carolina Civic Center Annex nears completion, Richard Sceiford, Executive Director, will present a project update to City Council. Staff will also review the latest round of additive Change Orders to the project. Most notable is CO #43 "stair putback," for \$148,979.23. As you may recall, the removal of the existing staircase was necessitated because of the complex shoring required for removal of a large portion of the exterior bearing wall of the existing theater. This activity resulted in the full removal of the old women's restroom, refreshment counter, existing 2nd floor staircase, and a portion of the balcony. Replacement of the historic staircase has proven to be very costly, however the Civic Center Foundation has voted to apply an additional \$100,000 from their reserve account to help offset this cost. The total cost for Change Orders #38-47 is \$205,271.81, with the balance of the funding coming from the City's \$1.1 million NCGA Special Appropriation for downtown revitalization.

**Staff Recommendation:**

Staff recommends that City Council approve attached Change Orders #38-47 in the amount of \$205,271.81 and accept the Civic Center Foundation's additional allocation of \$100,000 to the project.

**City Manager's Comments:**

**Signature:**

**Department:** City Manager

**ATTACHMENTS:**

1. Carolina Civic Center Outstanding Change Orders 7-31-25
2. CCC- Lumberton NC- DCS COR # 38r- Extended General Conditions for June 2025-07.01.25
3. CCC- Lumberton NC- DCS COR # 39R- Extended General Conditions for July 2025-06.16.25
4. CCC- Lumberton NC- DCS COR # 40- Temp Trench-Pump-Dewater-
5. CCC- Lumberton NC- DCS COR # 41- Additional 6 ceiling and wall access hatches to meet code access requirements-07.01.25.pdf
6. CCC- Lumberton NC- DCS COR # 42- CRFI # 58 directive-Treated Wood Column-Anodized Break Metal- Bow-Not Plumb existing brick wall-07.02.25
7. CCC- Lumberton NC- DCS COR # 43- Bulletins B-13 B-14 B-15 revise 07.02.25-

07.07.25

8. CCC- Lumberton NC- DCS COR # 44- Clean exposed concrete floor jn-07.14.25
9. CCC- Lumberton NC- DCS COR # 45-Provide Labor to install owner provided pavers-07.16.25
10. CCC- Lumberton NC- DCS COR # 46-Paint exterior gas lines on roof-rear elevation not shown on plans-07.21.25
11. CCC- Lumberton NC- DCS COR # 47- Prep-Pour Stamp Concrete where Gas Utility Provider cut to install new gas service-07.24.25

# Carolina Civic Center

Construciton Cost Breakdown

Pending Change Orders

7/31/2025

|                            |                                        |    |                     |
|----------------------------|----------------------------------------|----|---------------------|
| <b>#38</b>                 | June General Conditions - 6 work days  | \$ | 8,388.01            |
| <b>#39</b>                 | July General Conditions - 23 work days | \$ | 22,740.87           |
| <b>#40</b>                 | Rear Alley Drainage                    | \$ | 2,413.67            |
| <b>#41</b>                 | Plumbing Access Hatch                  | \$ | 277.08              |
| <b>#42</b>                 | Storefront @ bowed masonry wall        | \$ | 1,959.60            |
| <b>#43</b>                 | Stair Putback                          | \$ | 148,979.23          |
| <b>#44</b>                 | Lobby Flooring                         | \$ | 10,781.62           |
| <b>#45</b>                 | Exterior Pavers                        | \$ | 6,588.95            |
| <b>#46</b>                 | Paint Gas Line                         | \$ | 1,552.50            |
| <b>#47</b>                 | Rear Alley Gas Concrete patch          | \$ | 1,590.28            |
| <b>Total Change Orders</b> |                                        |    | <b>\$205,271.81</b> |

Yes  
Yes  
Yes  
Yes  
Yes  
Yes  
Yes  
Yes  
Yes



# 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 # 38R

**Original Date** June 16, 2025

**Quotation valid until:** 5 days  
**Prepared by:** Randy Nance

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

### We hereby submit specifications and estimates for:

June Add for General Conditions for Month of June for 6 additional work days instead of 21 days per original COR # 38. 15 days already covered in COR # 1 and COR # 23 which only had cost for superintendent, meals and truck for those 15 days.

Additional Builders Rish/Terrorism Insurance per month of \$ 1,372.89 for Month of June, \$1,372.89

Additional Porta John's per month of \$ 755.00 for Month of June, 2025 \$755.00

Additional Connex per month of \$ 553.53 for Month of June, 2025 \$553.53

Additional Dumpster per month of \$ 210.00 for Month of June, 2025 \$210.00

Additional 6 days General Conditions- \$ 733.75/day \$4,402.50

Superintendent Cost per day: \$ 512.19

Hotel Cost per day: \$117.52

Meal Per diem per day: \$ 50.00 per company policy

Truck Mileage per day: 386 miles per week @ .70/mile=\$270.20/5 days= \$ 54.04 per day

Subtotal \$7,293.92

Profit & Overhead 15% \$1,94.09

**Total** \$8,388.01

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

**Grand Total:** Eight Thousand Three Hundred Eighty Eight Dollars & One Cent.

### 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 # 39R

**Original Date** June 16, 2025

**Quotation valid until:** 5 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:**

Additional General Conditions for the month of July 2025

|                                                                                                |            |
|------------------------------------------------------------------------------------------------|------------|
| Additional Builders Risk/ Terrorism Insurance per month of \$ 1,372.89 for Month of July, 2025 | \$1,372.89 |
|------------------------------------------------------------------------------------------------|------------|

|                                                                         |          |
|-------------------------------------------------------------------------|----------|
| Additional Porta John's per month of \$ 755.00 for Month of July, 2025. | \$755.00 |
|-------------------------------------------------------------------------|----------|

|                                                                   |          |
|-------------------------------------------------------------------|----------|
| Additional Connex per month of \$ 553.53 for Month of July, 2025. | \$553.53 |
|-------------------------------------------------------------------|----------|

|                                                                     |          |
|---------------------------------------------------------------------|----------|
| Additional Dumpster per month of \$ 217.00 for Month of July, 2025. | \$217.00 |
|---------------------------------------------------------------------|----------|

|                                                       |             |
|-------------------------------------------------------|-------------|
| Additional 23 work days General Conditions- \$ 733.75 | \$16,876.25 |
|-------------------------------------------------------|-------------|

Superintendent Cost per day: \$ 512.19

Hotel Cost per day: \$ 117.52

Meal Per diem per day: \$ 50.00 per company policy.

Truck Mileage per day: 386 miles per week @ .70/mile= \$270.20/5 days= \$ 54.04 per day

|                       |                    |
|-----------------------|--------------------|
| Subtotal              | \$19,774.67        |
| Profit & Overhead 15% | \$2,966.20         |
| <b>Total</b>          | <b>\$22,740.87</b> |

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

**Grand Total:** Twenty Two Thousand Seven Hundred Forty Dollars & Eighty Seven 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](mailto: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

## TO:

City of Lumberton  
Carolina Civic Center- Addition

## ChangeOrder

COR # 40

Original Date July 1, 2025

Quotation valid until: 5 days

Prepared by: Randy Nance

## Job Location:

Carolina Civic Center Addition  
315 Chestnut Street  
Lumberton NC 28358

### We hereby submit specifications and estimates for:

Temp trench/ dewatering for roof drains due to detail in reply to CRFI # 8 dated 10/14/25.  
COR 27R covering revisions to roof drain/trench drain design was submitted to owner/AOR on 2/27/25. Per email from AOR the additional cost will be billed time and materials.  
Formal approval on COR 27R was note approved until 4/9/25.

|                                                                           |            |
|---------------------------------------------------------------------------|------------|
| Rental Mini Excavator to install temp trench for drainage. Sunbelt Rental | \$1,363.84 |
|---------------------------------------------------------------------------|------------|

|                                                   |          |
|---------------------------------------------------|----------|
| 35 hours temp labor up to 4/8/25- \$ 21.00 / hour | \$735.00 |
|---------------------------------------------------|----------|

|                       |            |
|-----------------------|------------|
| Subtotal              | \$2,098.84 |
| Profit & Overhead 15% | \$314.83   |
| Total                 | \$2,413.67 |

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

Grand Total: Two Thousand Four Hundred Thirteen Dollars & Sixty Seven 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 # 41

Original Date July 1, 2025

Quotation valid until: 5 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:

Add (2) 14" x 14" wall access hatches for roof drain clean out access in meeting room.  
Add (3) 14" x 14" ceiling access hatches- one in each restroom and one in cooridor to allow access to zone dampers. Picked Up at Lowes- includes sales tax. \$96.19  
Labor to pick up and install (5) 14" x 14" wall/ceiling access hatches. \$75.00  
Add (1) 24' x 24" ceiling access hatch in womens restroom to access shock absorber for line. Had to order from Amazon. \$44.75  
Labor to install. \$25.00  
No access hatches were shown on plans to allow access to these clean out, zone damper, water line shock absorber locations in these drywall ceiling locations required by code.

|                       |          |
|-----------------------|----------|
| Subtotal              | \$240.94 |
| Profit & Overhead 15% | \$36.14  |
| Total                 | \$277.08 |

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

Grand Total: Two Hundred Seventy Seven Dollars & Eight 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 # 42

**Original Date** July 1, 2025

**Quotation valid until:** 5 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:**

Add treated 2 x 6 wood column at existing exterior masonry corner of existing theater where existing masonry wall is not plumb/bow in middle of wall.

Requires (1) treated 2 x 6 to be attached to existing masonry wall and another treated 2 x 6 to be installed with individual build out blocking to be installed so it will be plumb to receive new anodized break metal on both interior and exterior of the building and caulking installed on sides. Total height of 13'-4" per plan cut section detail. CRFI # 58 sent originally on 5/14/25.

Final directive received from AOR on 6/27/25. Delay on glass frame and glass measurements.

Wood Framing Sub Cost:

\$600.00

Anodized Break Metal/Caulking Sub Cost:

\$954.00

DCS Project Manager Time- 2 Hours @75.00

\$150.00

Once approved it will take 1 day to give NTP to break metal sub. 2 weeks to get break metal materials produced and delivered to sub shop. 1 day to fabricate. 1 day to install.

Once approved it will take 1 day to give NTP to wood framing sub. 2 days to schedule personnel and materials to be delivered. 1 day to install.

**COR needs to be approved by 7/7/25 to release subcontractors a.s.a.p.**

***This work has to be completed to allow final store front glass opening***

***to be measured so store front glass frame can be made and glass ordered for this area.***

***General conditions for this COR included in COR # 39 for month of July 2025.***

|                       |                   |
|-----------------------|-------------------|
| Subtotal              | \$1,704.00        |
| Profit & Overhead 15% | \$255.60          |
| <b>Total</b>          | <b>\$1,959.60</b> |

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

**Grand Total:** One Thousand Nine Hundred Fifty Nine Dollars & Sixty 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***

## ChangeOrder

COR # 43

**Original Date**      July 7, 2025

Quotation valid until: 5 days  
Prepared by: Randy Nance

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

**We hereby submit specifications and estimates for:**

General conditions can not be calculated based off not having an approval date to release materials, carpet lead time can be up to 2 months.  
General conditions will be billed based off \$ 750/day once approval has been received from owner. Estimated General Conditions cost below.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Wood Framing Sub: It will take 5 days to secure materials and mobilize to site. Estimated 8 days to frame.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$23,000.00    |
| Drywall Installation on new framing/ corner beads/ tape and finish- Drywall ceilings- hange,tap finish.- Estimated 8 days to complete once all electrical, hvac, fire sprinkler rough ins are installed and inspected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Included above |
| Pilastering- patch existing pilastering on existing pilastered walls where demolition of existing was removed. Estimated 5 days to complete.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Included above |
| (1) Wood Door/ HM Frame/Standard Hardware to match storage room # 105 A hardware schedule- Will take 5 days to order once approval has been received.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$1,582.15     |
| HVAC Sub: relocate HVAC as shown on Bulletins only. Will take 5 days once materials and st is on site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$4,508.00     |
| Fire Sprinkler Sub: Cost to reinstall sprinklers was covered in Demolition COR. Will take 4 day to complete once sub is on site. Have to re-route heads/lines to work with new stair layout in the field, not plan details provided.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.00         |
| Electrical Sub: relocate existing electrical panel to new closet under new stair location.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$15,879.56    |
| Relocate original (3) L1 light fixtures in original contract to new locations under new stair platform. Add (1) new L13 light fixture. Disconnect existing overhead conduits that are not tying into existing panel to be relocated, trace down breaker locations that control these overhead conduits, relocated conduits so they are above new framing, drywall ceiling. Estimated 14 days to complete this scope of work. No electrical plans were provided to price this scope of work. It will take 3 weeks to get the added L13 light fixture once approval and cor has been sent and signed by subcontractor.                                                                   |                |
| Special Floor Box Cover recessed to receive carpet insert. Labor to install. Will take 5 days to order and receive once COR has been approved by owner. Will take 2 days to prep and install in pour back around block out in floor slab.                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$1,093.93     |
| Carpet Sub: <b><i>It will take 2 months to have carpet make once approval has been received from owner and supplier confirms production run special order.</i></b> Once received onsite it will take 4 days to install. <b><i>Special Materials Order.</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                         | \$11,630.00    |
| Millwork Sub: Provide and install (4) sections of standard wall mounted handrails and (2) straight sections of handrails on 2nd floor using two existing metal inserts from original handrails removed during demolition. Install new stair skirtboards, treads and risers paint grade, fabricate 4 newel post and install, fabricate noser boards to accept carpet, fabricate column wrap, cap board, trim molding for knee wall, provide trim and install in work area. Once approved estimated 14 days to get materials, take field dimensions once framing has been completed. Once drywall, pilastering has been completed it will take 7 days to install handrails/trim package. | \$29,900.00    |
| Painting Sub: prep paint new handrails/wall rails/stair skirtboards/ ceilings/ trim/ column wrap. Will take 6 to 7 days to complete once all other scopes of work have been completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$2,750.00     |
| FinalCleaning Sub: Estimated 2 days to complete.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$1,000.00     |
| Credit for Original Fire OHD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$7,996.48     |
| Project Manager time- Review original bulletin and request additional information not provided in original bulletin. Request pricing from subcontractors. Additional site visit with owner/AOR to review cost with millwork subcontractor. Request revised pricing per revised bulletin receive on 7/2/25.- 16 hours @ \$75.00/hour.                                                                                                                                                                                                                                                                                                                                                   | \$1,200.00     |
| <b><i>Estimated days to complete field work not included special materials orders: 60 days.</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |
| <b><i>Estimated General Conditions Days at \$ 750/day for superintendent, hotel, truck expens only.</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$45,000.00    |

|                       |              |
|-----------------------|--------------|
| Subtotal              | \$129,547.16 |
| Profit & Overhead 15% | \$19,432.07  |
| Total                 | \$148,979.23 |

**We Propose** hereby to furnish material, labor, etc. - complete in accordance with the above specifications, for the sum of: **One Hundred Forty Eight Thousand Nine Hundred Seventy Nine Dollars & Twenty 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***

# 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 # 44

Original Date July 14, 2025

Quotation valid until: 5 days

Prepared by: Randy Nance

## Job Location:

Carolina Civic Center Addition  
315 Chestnut Street  
Lumberton NC 28358

### We hereby submit specifications and estimates for:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Clean exposed concrete floor joints and install backer rod and Metzger/Mcguire Spal-Pro RS 88 Polyurea Joint Sealant in areas noted on attached scope of work area- approx 542 l.f.                                                                                                                                                                                                                                                                                                                             | \$2,020.00  |
| Install Acetone Dye Stain to give decorative look with extra coat of clear sealer per attached scope of work area and picture showing what this Acetone Dye Stain will look like once installed. Finish selection to be made from Acetone Dye Stain selection color charts provided. No Epoxy installation included.                                                                                                                                                                                            | \$4,750.00  |
| Additional 3 days General Conditions.- \$ 868.44/ per day<br>See attached General Conditions back up information.<br>Superintendent Cost per day: \$ 512.19 per day.<br>Hotel Cost per day: \$ 117.52<br>Meal Per diem per day: \$ 50.00 per company policy.<br>Truck Mileage per day: 386 miles per week @ .70/mile=\$ 270.20/5days= \$ 54.04 per day.<br>Builders Risk Insurance per day: \$ 65.38<br>Connex Rental per day: \$ 26.36<br>Portable Toilet per day: \$35.95<br>Dumpster Rental per day: \$ 7.00 | \$2,605.32  |
| Subtotal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$9,375.32  |
| Profit & Overhead 15%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$1,406.30  |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$10,781.62 |

**We Propose** hereby to furnish material, labor, etc. - complete in accordance with the above specifications, for the sum of: Ten Thousand Seven Hundred Eighty One Dollars & Sixty 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**



# 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 # 46

Original Date July 21, 2025

Quotation valid until: 5 days

Prepared by: Randy Nance

## Job Location:

Carolina Civic Center Addition  
315 Chestnut Street  
Lumberton NC 28358

### We hereby submit specifications and estimates for:

Paint exterior gas lines not shown on plans to be painted. Paint lines on roof safety yellow and lines on rear elevation to match masonry color as close as possible.

Painting Sub: \$1,350.00

|                       |                   |
|-----------------------|-------------------|
| Subtotal              | \$1,350.00        |
| Profit & Overhead 15% | \$202.50          |
| <b>Total</b>          | <b>\$1,552.50</b> |

**We Propose** hereby to furnish material, labor, etc. - complete in accordance with the above specifications, for the sum of: **One Thousand Five Hundred Fifty Two Dollars & Fifty 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](mailto: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

## TO:

City of Lumberton  
Carolina Civic Center- Addition

## ChangeOrder

COR # 47

Original Date July 24, 2025

Quotation valid until: 5 days

Prepared by: Randy Nance

## Job Location:

Carolina Civic Center Addition  
315 Chestnut Street  
Lumberton NC 28358

### We hereby submit specifications and estimates for:

Prep and pour stamped concrete in rear alley where gas utility provider cut existing stamp concrete to install new underground service. This was not shown on original plans. See attached picture showing this area which is 4' x 4' area. The new stamp color will not match the old color exactly.

Concrete Sub Proposal: price is based off getting approval to complete while concrete sub is site the week of 7/24/25. \$1,382.85

|                       |                   |
|-----------------------|-------------------|
| Subtotal              | \$1,382.85        |
| Profit & Overhead 15% | \$207.43          |
| <b>Total</b>          | <b>\$1,590.28</b> |

**We Propose** hereby to furnish material, labor, etc. - complete in accordance with the above specifications, for the sum of: **One Thousand Five Hundred Ninety Dollars & Twenty Eight 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](mailto:rnance@dcsdave.com)**

**Lumberton City Council**

Item: V.T.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Manager

**Submission Date:** 08/01/2025

**Subject:** Downtown Facade Improvement Grant Allocation

**Summary/Background of Subject Matter:**

During the recent budget process for fiscal year 2025-26, City Council increased the Facade Improvement Grant funding to \$50,000. Additionally, the Lumberton Tourism Development Authority granted the City \$100,000 to be used to further incentivize building improvements in Lumberton's historic downtown district. Since the beginning of July, we have already received four facade improvement grant applications, with a fifth currently pending. Each of these applications are for the full \$10,000 limit currently in place for our grant program. Staff is recommending that City Council increase the allocation allowed per project to \$30,000 and authorize the use of the LTDA funding for the \$20,000 increase. Projects currently under construction would be eligible for this increased amount, as well as any new application received going forward.

**Staff Recommendation:**

Staff recommends that City Council increase the current Facade Improvement Grant amount to \$30,000 per project and authorize the use of the LTDA funding to offset the increase.

**City Manager's Comments:**

**Signature:**

**Department:** City Manager

**ATTACHMENTS:**

1. 2025\_NCMS\_STATS TRACKING\_Private\_Investment



ANNUAL & SMALL TOWN MAIN STREET STATISTICAL TRACKING FORM  
Fiscal Year Beginning July 1, 2024-June 30, 2025

PRIVATE INVESTMENT

**PROPERTY ACQUISITIONS / SALES \$:** (This information may be obtained through the County tax assessor's office and/or the county GIS system if applicable.) Once the property acquisition has closed, list all properties that were purchased by a private investor.

|                        |                                 |                         |  |  |           |               |
|------------------------|---------------------------------|-------------------------|--|--|-----------|---------------|
| Phase Two Properties   | Old DMV Office                  | 218/220 N. Chestnut St. |  |  | \$        | 35,000.00     |
| Owen Thomas            | Carlyle Building                | 304 N. Elm St.          |  |  | \$        | 55,000.00     |
| My Wife's Company, LLC | Old City Hall/Fire Station      | 104 S. Elm St.          |  |  | \$        | 60,000.00     |
| Brian Brewington       | Page Law Office Building        | 112 W. 5th St.          |  |  | \$        | 90,000.00     |
| Melvin Morris          | Kimbrell's Building             | 302 N. Chestnut St.     |  |  | \$        | 150,000.00    |
| Barker Real Estate     | Koonce Noble Engineering Office | 208 E. 5th St.          |  |  | \$        | 150,000.00    |
| Jordy and Trudi Jones  | McNeill Building                | 213 N. Elm St.          |  |  | \$        | 225,000.00    |
|                        |                                 |                         |  |  |           |               |
|                        |                                 |                         |  |  | Sub Total | \$ 765,000.00 |
|                        |                                 |                         |  |  |           |               |

**PRIVATE IMPROVEMENTS / NEW CONSTRUCTION:** This information is obtained through building permits, and observation and communication with downtown property and business owners. (Include the dollar amount of investment for all improvements: facades, complete building renovations, private parking lot or greenspace improvements and new construction (buildings) if the investment was made by a private investor.)

|                        |                                 |                         |  |  |                                |                 |
|------------------------|---------------------------------|-------------------------|--|--|--------------------------------|-----------------|
| Phase Two Properties   | Old DMV Office                  | 218/220 N. Chestnut St. |  |  | \$                             | 60,000.00       |
| Owen Thomas            | Carlyle Building                | 304 N. Elm St.          |  |  | \$                             | 125,000.00      |
| My Wife's Company, LLC | Old City Hall/Fire Station      | 104 S. Elm St.          |  |  | \$                             | 20,000.00       |
| Brian Brewington       | Page Law Office Building        | 112 W. 5th St.          |  |  | \$                             | 20,000.00       |
| Melvin Morris          | Kimbrell's Building             | 302 N. Chestnut St.     |  |  | \$                             | 10,000.00       |
| Barker Real Estate     | Koonce Noble Engineering Office | 208 E. 5th St.          |  |  | \$                             | 10,000.00       |
| Jordy and Trudi Jones  | McNeill Building                | 213 N. Elm St.          |  |  | \$                             | 40.00           |
|                        |                                 |                         |  |  | Sub Total                      | \$ 245,040.00   |
|                        |                                 |                         |  |  |                                |                 |
|                        |                                 |                         |  |  | TOTAL (All Private investment) | \$ 1,010,040.00 |
|                        |                                 |                         |  |  |                                |                 |

**Lumberton City Council**

Item: V.U.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Manager

**Submission Date:** 08/01/2025

**Subject:** EPA Brownfields Grant - Downtown Market Study

**Summary/Background of Subject Matter:**

In 2023 the City of Lumberton was awarded a \$500,000 EPA Brownfields grant to identify, analyze, and quantify multiple Brownfield sites within the City's jurisdiction, with the end goal being clearance and ultimately redevelopment of these properties. That work began in early 2024 and has proceeded with evaluation of approximately 15 Brownfield sites, with many of them located in the downtown area. Through consultation with our EPA representative, it has become apparent that a market study of the downtown area would be appropriate in identifying potential industries/businesses which would be conducive to redevelopment of these Brownfield sites. Attached you will find a task order for the authorization of a market analysis of the downtown historic district. This work would include a three-phase approach beginning with 1) overall market analysis, then 2) site reuse visioning, and finally 3) market viability & developer solicitation. This work would then be finalized and incorporated into the ongoing Downtown Revitalization Plan, which we suspect will be complete later this fall.

**Staff Recommendation:**

Staff recommends that City Council approve the attached work authorization document for a market study of the downtown historic district. Funding for this work will be from the ongoing EPA Brownfields Grant.

**City Manager's Comments:**

**Signature:**

**Department:** City Manager

**ATTACHMENTS:**

1. 2025-04\_Downtown Lumberton Market Study and Redevelopment Planning\_Lumberton NC\_Task Order



3150 Spring Forest Rd Ste 100  
Raleigh, NC 27616  
**P** 919-873-2211  
**F** 919-873-9555  
**Terracon.com**

May 23, 2025

Mr. Brandon Love  
City of Lumberton, North Carolina  
500 North Cedar Street  
Lumberton, North Carolina 28358

**Re: Authorization for Planning Support  
Downtown Lumberton Market Study and Redevelopment Planning  
Robeson County  
Lumberton, Robeson County, North Carolina  
EPA Brownfield Cooperative Agreement BF02D31522**

Dear Mr. Love:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to provide brownfields assessment services in support of your brownfields program. The purpose of this submittal is to provide the fee amount, scope of services, and request authorization for the *Downtown Lumberton Market Study & Redevelopment Planning* in accordance with our contract dated February 13, 2023 (P70237128). The project is funded by a United States Environmental Protection Agency - Region 4 (EPA) Brownfields Community-Wide Assessment Grant.

### Scope of Services Review

Benchmark Planning will facilitate the attached scope of work, briefly described below.

#### Phase I: Market Study

The first phase of this process will be to perform a market study to identify the local and regional real estate market demands, trends and competition relevant to the brownfield sites / Downtown Master Plan opportunity sites. The market study will help the City understand realistic, market-driven future land use options for the sites to make decisions about how to best market them to potential developers. The market analysis will be leveraged to inform a sustainable decision-making process for the future of Downtown Lumberton, considering environmental redevelopment issues, return on investment, and defining clear implementation strategies based on economically feasible reuse options for the brownfield / opportunity sites.

#### Phase II: Market-Based Site Reuse Visioning

Once completed, Benchmark will work closely with the City and Terracon to refine and update the Downtown Master Plan conceptual vision for the reuse of the identified sites. The Master Plan illustrations will be updated based on the market research to help

## Downtown Lumberton Market Study & Redevelopment Planning

### Lumberton, NC

May 23, 2025

communicate the potential redevelopment of the sites to community stakeholders and potential developers. This will include a review of the zoning and development regulations to ensure the envisioned development can be built within the current codes. If not, Benchmark will develop recommended ordinance amendments for the City to adopt.

#### Phase III: Evaluation of Market Viability & Developer Solicitation

This stage of the process will build on Phase One and Two, and focus on the identification of private sector interest in acquiring, redeveloping, leasing, and using the brownfield/opportunity sites. Benchmark will work with the City and Terracon to develop an expression of interest/request for qualifications/request for proposal process to test the market interest in the proposed projects. This process will include identifying funding sources and financing options to help facilitate redevelopment of the sites.

Terracon will participate in 1-2 in person meetings to facilitate and assist with planning activities. Terracon will also participate in scheduled update calls with all relevant stakeholders, while updating and reporting on progress to EPA and City of Lumberton.

#### Fees

At this time, authorization is requested for the Downtown Lumberton Market Study & Redevelopment Planning work in addition to Terracon's participation, travel, and meeting time. The amount below is presented on a lump sum basis. If Terracon planning funds exceed the \$17,000 proposed fee for these planning efforts, Terracon will work with EPA to shift assessment funding towards these planning efforts. Terracon is prepared to implement the proposed scope of work based on the following fees:

Benchmark Planning: Downtown Lumberton Market Study & Redevelopment Planning

Total: \$82,075

Terracon Support: 2 Terracon Employees Participating in in-person meetings, planning events, and coordination calls

Total: \$17,000

**Total: \$99,075**

**Downtown Lumberton Market Study & Redevelopment Planning  
Lumberton, NC**

May 23, 2025

If this proposal is acceptable, please sign in the space provided below, and return to us in order to provide a formal authorization to proceed.

If you have any questions, please contact us at your earliest convenience.

Sincerely,

**TERRACON CONSULTANTS, INC.**



Hayley Irick, PG  
Brownfields Department Manager



Kathleen Markey, MPA  
Brownfields Project Manager

**Attachments**

Downtown Lumberton Market Study & Redevelopment Planning Proposal

Accepted By:

---

Name:

Date:

**Lumberton City Council**

Item: V.V.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Manager

**Submission Date:** 08/01/2025

**Subject:** Lumber River Memorial Park - Change Order

**Summary/Background of Subject Matter:**

As you may recall, City Council approved "Lumber River Memorial Park" as the name of the new park at the corner of Elizabethtown Road and Water Street currently under construction.

The initial drawings and specifications for the park construction indicated the name as "Lumberton Memorial Park." This adjustment has created the need for additional lettering for the main park signage and subsequently a change order reflecting such. Attached you will find Change Order #1 in the amount of \$7,541.70 for the cost of the additional lettering. Please note that \$30,000 was included in the original contract amount as a project contingency, and thus far, none of these funds have been utilized.

**Staff Recommendation:**

Staff recommends that City Council approve Change Order #1 for the Lumber River Memorial Park project in the amount of \$7,541.70 with funding coming from project contingency.

**City Manager's Comments:**

**Signature:**

**Department:** City Manager

**ATTACHMENTS:**

1. LR Memorial Park CO1-4





### **CONTRACT CHANGE ORDER**

**Contract Job Name:** Phase 2 - Lumberton Memorial Park  
**Date of Contract:** 12/3/2024  
**Change Order #:** 1  
**Date Submitted:** 6/2/2025

**Owner / Construction Manager:** City of Lumberton  
**Contractor:** Cinderella Partners Inc

**Changes from original contract:**

|                                                                                 |    |          |
|---------------------------------------------------------------------------------|----|----------|
| Changing signage from "Lumberton Memorial Park" to "Lumber River Memorial Park" | \$ | 6,558.00 |
| Sub-total:                                                                      | \$ | 6,558.00 |
| OH/P(15%):                                                                      | \$ | 983.70   |
| Total:                                                                          | \$ | 7,541.70 |

**Change in contract time (Additional days):**

**Note:** This amount \$7,541.70 is covered under Project Contingency. The contract amount will not change.

|                                                  |    |            |
|--------------------------------------------------|----|------------|
| Previous Contract Value through change order # 0 | \$ | 478,798.13 |
| Add this Change Order Request # 1                | \$ | -          |
| Revised Contract Amount                          | \$ | 478,798.13 |

Date: 07/07/2025  
By: Hope Watson  
Hope Watson  
President

Accepted:  
Date: \_\_\_\_\_  
By: \_\_\_\_\_

*The signer of this document on behalf of the Owner is authorized to authorize the additional work and cost herein.*

**Lumberton City Council**

Item: V.W.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Manager

**Submission Date:** 08/01/2025

**Subject:** Scottish Packing Boat Ramp - Project Report

**Summary/Background of Subject Matter:**

Staff will give a status update on the Scottish Packing project, to include current work with the NC Wildlife Resources Commission and various grant opportunities.

**Staff Recommendation:**

No action needed.

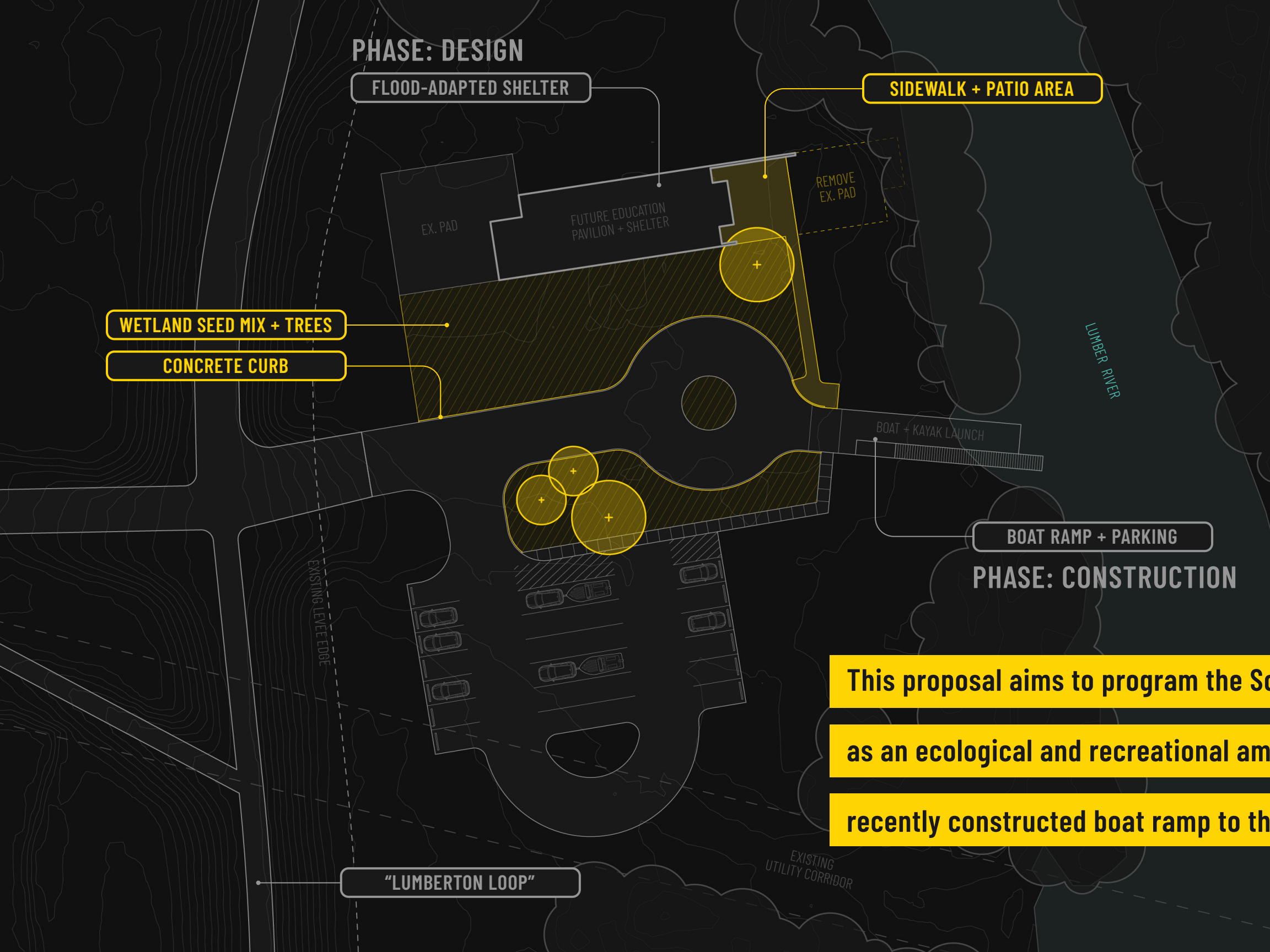
**City Manager's Comments:**

**Signature:**

**Department:** City Manager

**ATTACHMENTS:**

1. Lumberton\_Duke Energy Foundation\_Plan



**DUKE ENERGY FOUNDATION PROPOSAL**

This proposal supports the construction of restored floodplain areas and community amenity spaces at the former Scottish Packing site in Lumberton, North Carolina.

The proposed scope of work leverages \$378,331 in awarded funds that are enabling the conversion of this former industrial site to a public park. Activities completed to-date that this proposal builds off of include: environmental assessments, acquisition of the 11-acre property, selective demolition and re-design of the primary structure on site (to be an education pavilion), and the construction of a recently completed boat ramp.

**This proposal aims to program the Scottish Packing landscape as an ecological and recreational amenity that connects the recently constructed boat ramp to the future education pavilion.**

**Lumberton City Council**

Item: V.X.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Council

**Submission Date:** 07/24/2025

**Subject:** Approve the designation of \$400.00 of Community Revitalization Funds to Wycliffe East Homeowners' Association

**Summary/Background of Subject Matter:**

Councilman Rising requests \$400.00 of CRF to be given to the Wycliffe East Homeowners' Association for the Wycliffe Landscape Project.

**Staff Recommendation:**

Designate \$400.00 of CRF to the Wycliffe East Homeowners' Association in Precinct 1 for a Community Event. Make check payable to: Nancy Jessup, 515 Londonderry Drive.

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** City Council

**ATTACHMENTS:**

None

**Lumberton City Council**  
**Lumberton, North Carolina**



Item: V.Y.

**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Council

**Submission Date:** 07/23/2025

**Subject:**

Community Revitalization Fund Request – L. Gilbert Carroll Middle School

**Summary/Background of Subject Matter:**

Zach Jones, Principal of L. Gilbert Carroll Middle School, is requesting financial support to fund various student and staff initiatives. These include:

- Student and staff recognition programs (e.g., Student of the Month, Teacher Appreciation)
- Family engagement events and academic nights
- Incentives promoting positive behavior and attendance, aligned with the school's PRIDE Matrix

These initiatives aim to improve student achievement, motivation, and overall school culture.

Councilmen Rising and Chavis are requesting \$100 each from the Community Revitalization Fund to support this cause.

**Staff Recommendation:**

Approve Councilmen Rising and Chavis request for \$100 each from the Community Revitalization Fund to support this cause.

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** City Council

**ATTACHMENTS:**

1. BP-70C45\_20250723\_133731







**L. Gilbert Carroll Middle School**  
300 Bailey Road, Lumberton, NC 28358  
Phone: 910-671-6098  
Fax: 910-671-6033  
*Thomas Z. Jones, Principal*  
*Gwendolyn Rogers, Assistant Principal*

July 13, 2025

**Councilor Leroy Rising**  
Lumberton City Council  
500 N Cedar Street  
Lumberton, NC 28359

Dear Councilor Rising,

I hope this letter finds you well. As the proud new principal of L. Gilbert Carroll Middle School, I am excited to reach out and invite you to join us as a **Partner in Education** for the 2025–2026 school year.

At Carroll Middle, we are committed to creating a safe, engaging, and academically rigorous environment where every student is empowered to succeed. Our theme for the 2025-2026 academic year, **"Every Knight. Every Day. With Pride and Purpose."**, reflects our mission to instill daily excellence and strong character in all we do. We believe that meaningful partnerships with local businesses and community members are essential in helping us fulfill that mission.

We are currently seeking financial donations to support initiatives such as:

- Student and staff recognition programs (e.g., Student of the Month, Teacher Appreciation, etc.)
- Family engagement events and academic nights
- Positive behavior and attendance incentives aligned with our PRIDE matrix

Your generous support will directly enhance student achievement, motivation, and school culture. In return, we would proudly recognize your business as an official **Partner in Education** through our school website, newsletters, social media, and displayed signage on campus.

Whether you choose to make a one-time contribution or provide ongoing support, your partnership will make a meaningful difference in the lives of our Golden Knights.

Please feel free to contact me at 910-827-4269 or [thomas.jones2@robeson.k12.nc.us](mailto:thomas.jones2@robeson.k12.nc.us) to discuss partnership opportunities further. On behalf of our students and staff, thank you for considering an investment in the future of our school and community.

With gratitude,

A handwritten signature in black ink that reads "Zach Jones".

**Zach Jones**  
Principal  
L. Gilbert Carroll Middle School

*At Carroll Middle School, we strive to create a student-centered learning environment that promotes high expectations, fosters lifelong learning, and prepares all students for future success.*

**Lumberton City Council**

Item: V.Z.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Council

**Submission Date:** 07/23/2025

**Subject:**

Transfer of Community Revitalization Funds (CRF) from Councilwoman Robinson to Councilman Rising

**Summary/Background of Subject Matter:**

Councilwoman Robinson is requesting the transfer of Community Revitalization Funds (CRF) to Councilman Rising. This transfer is intended as reimbursement for funds previously covered by Councilman Rising during Fiscal Year 2024–2025.

**Staff Recommendation:**

Approve the transfer of CRF from Councilwoman Robinson to Councilman Rising as reimbursement for FY 2024–2025 expenditures.

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** City Council

**ATTACHMENTS:**

None



**Lumberton City Council**

Item: V.AA.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Council

**Submission Date:** 07/18/2025

**Subject:** P5 - CRF Request for \$350 -103rd Anniversary Program Sponsorship

**Summary/Background of Subject Matter:**

Councilman Cantey requests \$350 of CRF for 103rd Anniversary Program Sponsorship.

**Staff Recommendation:**

Approve the request for \$350 to First Baptist Church for Program Sponsorship.

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** City Council

**ATTACHMENTS:**

None

**Lumberton City Council**

Item: V.BB.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Council

**Submission Date:** 07/21/2025

**Subject:**

Approval of a \$200 allocation from Precinct 5's Community Revitalization Funds to support the Dynamic Divas Majorettes

**Summary/Background of Subject Matter:**

Councilman John Cantey is requesting a \$200 allocation from Precinct 5's Community Revitalization Funds to support the Dynamic Divas Majorettes team. Funds will be used to provide a pizza party for the team in recognition of their ongoing participation in community events and programs. The Dynamic Divas consist of at-risk youth who exemplify positive engagement and discipline. Their involvement in structured extracurricular activities supports crime prevention and promotes community pride by keeping participants active and off the streets.

**Staff Recommendation:**

Approve the allocation of \$200 to the Dynamic Divas Majorettes team.

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** City Council

**ATTACHMENTS:**

None

**Lumberton City Council**

Item: V.CC.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Council

**Submission Date:** 07/21/2025

**Subject:** Reimbursement of Community Revitalization Funds - Community Day - Precincts 5 & 6

**Summary/Background of Subject Matter:**

At the June 9, 2025, Council Meeting, Councilman John Cantey requested \$500 and Councilman Alfred Douglas requested \$300, totaling \$800 in Community Revitalization Funds, to support a Community Day event held at Dick Taylor Plaza.

The total cost of the event was \$1,580.02, resulting in an overage of \$780.02. Councilman Douglas is requesting that \$390.01 of this overage be reimbursed to Councilman Cantey from his (Councilman Douglas's) CRF allocation, with the remaining \$390.01 to be reimbursed from Councilman Cantey's CRF allocation.

The total reimbursement requested is \$780.02.

**Staff Recommendation:**

Approve the Reimbursement of Community Revitalization Funds as stated above.

**City Manager's Comments:**

**Signature:** Laney Mitchell-McIntosh, City Clerk

**Department:** City Council

**ATTACHMENTS:**

None

**Lumberton City Council**

Item: V.DD.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Council

**Submission Date:** 06/30/2025

**Subject:** 41st Annual Clifford Bullard Memorial Tournament

**Summary/Background of Subject Matter:**

Councilmen Thomas and Chavis would like to donate \$200 each and Councilman Rising would like to donate \$100 to the following event.

On behalf of the Robeson Community College Foundation, Ms. Heather Siebles is pleased to invite the City of Lumberton to become a corporate sponsor for our 41st Annual Clifford Bullard Memorial Golf Tournament, taking place on Thursday, October 2, 2025. This premier event brings together businesses and community members dedicated to expanding educational opportunities. Our goal is to raise \$100,000 to support students whose access to higher education is limited by financial constraints.

As a sponsor, your company will benefit from:

1. **Brand Visibility:** Logo placement on signage, promotional materials, and social media
2. **Community Recognition:** Demonstrate your commitment to education and local impact
3. **Tax Deduction Eligibility:** As permitted by law

Sponsorship levels include:

1. Eagle – \$5,000
2. Birdie – \$2,500
3. Par – \$1,000
4. Green – \$500
5. Beer Cart – \$650
6. Golf Cart – \$350
7. Hole – \$175

We would be honored to partner with you for this meaningful cause.

Thank you for considering this opportunity to invest in student success and I look forward to hearing from you soon.

**Staff Recommendation:**

Approve the designation of \$500 of CRF (P8 - \$200 & P-7 \$200 & P1- \$100) to the Robeson Community College for the 41st Annual Clifford Bullard Memorial Tournament.

**City Manager's Comments:**

**Signature:**

**Department:** City Council

**ATTACHMENTS:**

None

**Lumberton City Council**

Item: V.EE.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Council

**Submission Date:** 08/01/2025

**Subject:** Downtown Lumberton Hispanic Cultural Festival

**Summary/Background of Subject Matter:**

Councilman Thomas is requesting \$150.00 of CRF be designated for the Hispanic Cultural Festival, which will be held on Saturday, September 13th, from 2:00–8:00 p.m.in Dick Taylor Plaza:

**Staff Recommendation:**

Approve the designation as stated.

**City Manager's Comments:**

**Signature:**

**Department:** City Council

**ATTACHMENTS:**

1. Downtown Lumberton Hispanic Cultural Festival Sponsorship Packet



FRIENDS  
  
— OF —  
MAIN STREET  
— LUMBERTON —

P R E S E N T S

*Hispanic Cultural Festival*  
  
*Downtown Lumberton*



## 2025 Sponsorship Packet

Proceeds from the Hispanic Cultural Festival support downtown revitalization.

# TITLE SPONSOR - \$2,000

- Corporate logo included on banner over mainstage for the festival.
- Social media posts highlighting business (sponsor to supply verbiage, graphics, pictures, and/or hashtags for posts (August - September 2025)).
- Sponsor included in announcements between opening DJ and headliner for the entire festival.
- Full inclusion in marketing initiatives (digital and print) for the entire festival.
- 10'x12' plaza interior exhibitor space in concert footprint for the festival (tent, table, and chairs provided upon request).

*Only one entity may sponsor at this level.*

# CERVEZA SPONSOR - \$1,500

- Corporate logo included on two banners on side of mainstage for the festival.
- Social media post highlighting business (sponsor to supply verbiage, graphics, pictures, and/or hashtags for post (August - September 2025)).
- Sponsor included in announcements between opening DJ and headliner for the festival.
- Full inclusion in marketing initiatives (digital and print) for the festival.
- 10'x12' plaza interior exhibitor space in concert footprint for the festival.

*Only one entity may sponsor at this level.*



# BUILDING COMMUNITY SPONSOR - \$1,000

- Corporate name included on banner in front of the mainstage for the festival.
- 10'x12' plaza exterior exhibitor space in festival footprint.
- Social media post highlighting business (sponsor to supply verbiage, graphics, pictures, and/or hashtags for post (August - September 2025)).
- Sponsor included in announcements between opening DJ and headliner for the festival.

*Only four entities may sponsor at this level.*

---

## ADVOCATE SPONSOR - \$500

- Corporate name included on banner in front of mainstage for the festival.
- 10'x12' plaza exterior exhibitor space in concert footprint at festival.
- Social media post highlighting business (sponsor to supply verbiage, graphics, pictures, and/or hashtags for post (August - September 2025)).

*Only eight entities may sponsor at this level.*

---

## FRIEND SPONSOR - \$250

- 10'x12' plaza exterior exhibitor space in concert footprint at festival.

*UNLIMITED sponsorship opportunities available.*



# Hispanic Cultural Festival

## SPONSORSHIP COMMITMENT

Company /Organization Name \_\_\_\_\_

Mailing Address, City, State Zip \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**YES! I would like to sponsor the Hispanic Cultural Festival at the following level.**

☐ Title Sponsor \$2,000

☒ **SOLD** Cerveza Sponsor \$1,500

☐ Building Community Sponsor \$1,000

☐ Advocate Sponsor \$500

☐ Friends Sponsor \$250

**Please select payment option: Check Enclosed ☐ Invoice Me ☐**

**Please return to:**  
**Friends of Main Street Lumberton**  
**PO Box 2565**  
**Lumberton, NC 28359**

**Lumberton City Council**

Item: V.FF.

**Lumberton, North Carolina**



**Request for Action**

**Meeting Date:** August 4, 2025

**Originated By:** City Council

**Submission Date:** 08/04/2025

**Subject:** Robeson County Partnership for Children Presents the 30th Anniversary Gala

**Summary/Background of Subject Matter:**

The Robeson County Partnership for Children (RCPC) is celebrating 30 years of preparing young children for kindergarten and assisting their families in learning how to make these preparations. As a fundraiser, RCPC is hosting a 30th Anniversary Gala on September 27, 2025, at Adams Banquet Hall, 101 S. Chestnut Street, Lumberton, NC.

**Staff Recommendation:**

That Council consider the request for funds.

**City Manager's Comments:**

**Signature:**

**Department:** City Council

**ATTACHMENTS:**

1. BP-70C45\_20250804\_084313



**Robeson County  
Partnership for Children, Inc.**

210 East 2<sup>nd</sup> Street, Lumberton, NC 28358 • Tel. (910) 738-6767 • Fax (910) 342-7029 • [www.robesonpartnership.org](http://www.robesonpartnership.org)

**Board of Directors**

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**Chair**

Kriston Jacobs

**Vice Chair**

Carla Clark

**Assistant Vice Chair**

Rhonda Dial

**Treasurer**

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Denita Campbell

Marie Clark

Debra Graham

Jennifer Hanna

Polly Hunt

Jason King

Vicki L. Locklear

Sonya Morris

Velvet Nixon

MaryJane Richardson

Eric Sanders

Owen Thomas

Good Afternoon Friends,

This year, 2025, Robeson County Partnership for Children is celebrating 30 years of preparing young children for Kindergarten and assisting their families in learning how to make these preparations. Over the years we have adopted “Exploration Station” as part of our educational family and have had to learn creative ways to support it and help it grow. Since 1995, Robeson County Partnership for Children has evolved to meet the needs of our community and its children. Throughout it all, we have learned to make early education work and find the resources necessary to do so.

In this our thirtieth year, while we celebrate, we realize that the future of Smart Start may involve more community funding and participation. This is why as a part of this year of celebration, we are actively raising funds for the future of Robeson County’s brand of Smart Start, and Exploration Station. Because, A Smart Start Matters!

Sincerely,

Tim Little

Fund Development Director  
Robeson County Partnership for Children  
910-734-1866



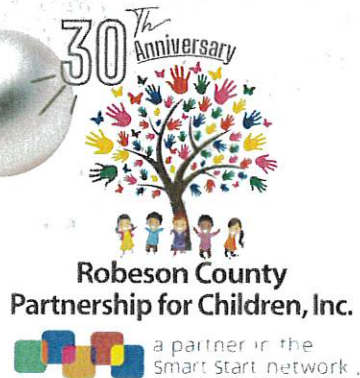
a partner in the  
Smart Start network™



# 30th Anniversary

## *Sponsorship Levels*

### **ROBESON COUNTY PARTNERSHIP FOR CHILDREN**



#### **EVENT SPONSORS**

#### **BEVERAGE & BAR SPONSOR \$300.00**

- Two Tickets
- Recognition in all event publications

#### **ENTERTAINMENT SPONSOR \$300**

- Two Tickets
- Recognition in all event publications

#### **SWEET TREAT SPONSOR \$300.00**

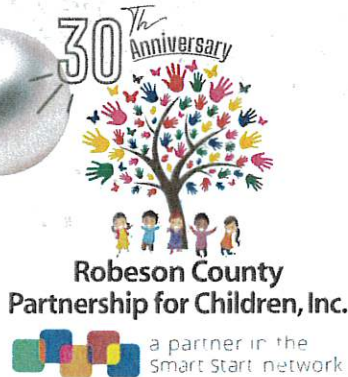
- Two Tickets
- Recognition in all event publications



# 30th Anniversary

## Sponsorship Levels

### ROBESON COUNTY PARTNERSHIP FOR CHILDREN



## Sponsorship Commitment

I/we would like to sponsor "Robeson County Partnership for Children's 30th Anniversary Gala" with the purchase of a:

- ☐ Guardian of the Pearls.....\$5,000.00
- ☐ Children's Crusader.....\$2,500.00
- ☐ Children's Champion.....\$1,000.00
- ☐ Children's Hero.....\$500.00
- ☐ Beverage & Bar Sponsor.....\$300.00
- ☐ Entertainment Sponsor.....\$300.00
- ☐ Sweet Treat Sponsor.....\$300.00

Company Name (if applicable) \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

Contact Email \_\_\_\_\_

Please return form by mail/fax/email to:

Robeson County Partnership for Children

210 E 2nd St., Lumberton, NC 28358

Fax: 910-738-4379

Email: [tlittle@rcpartnership4children.org](mailto:tlittle@rcpartnership4children.org)

Payment may be made by cash, check or credit card

If you wish to pay with a credit card, contact Kari Maynor at (910) 738-6767 ext.226

Checks may be mailed or delivered and should be made payable to Robeson County Partnership for Children, Inc.

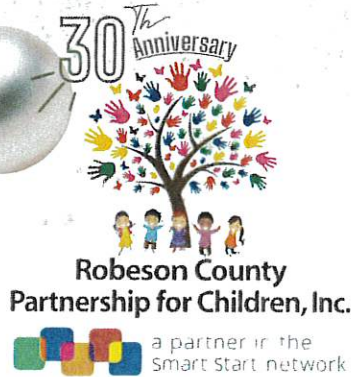
Questions? Please contact Tim Little, Fund Development Director at (910) 738-6767 ext 221

Please return this form by TBD

# 30th Anniversary

## *Sponsorship Levels*

### **ROBESON COUNTY PARTNERSHIP FOR CHILDREN**



#### **GUARDIAN OF THE PEARLS \$5,000.00**

- Two Tables (12 seats)
- Company Day at Exploration Station (closed for private use). Or use of meeting spaces.
- VIP services: VIP Parking, personal wait staff and VIP meet and greet.
- Two named field trip scholarships to the Exploration Station for an early childhood classroom
- Three named scholarships for ES memberships
- Recognition in all event publications

#### **CHILDREN'S CRUSADER \$2,500.00**

- One Table (6 seats)
- Six ES passes
- VIP services: VIP Parking, personal wait staff and VIP meet and greet.
- Two named field trip scholarships to the Exploration Station for an early childhood classroom
- Two named scholarships for ES memberships
- Recognition in all event publications

# 30th Anniversary

## *Sponsorship Levels*

### **ROBESON COUNTY PARTNERSHIP FOR CHILDREN**



#### **CHILDREN'S CHAMPION \$1,000.00**

- One table (6 seats)
- Up to six ES passes
- One named scholarship for ES membership
- Recognition in all event publications

#### **CHILDREN'S HERO \$500.00**

- Four tickets
- One named scholarship for ES membership
- Recognition in all event publications

#### **CHILDREN'S ADVOCATE \$75.00**

- One Ticket