



CITY OF LUMBERTON

CITY COUNCIL

AGENDA • JULY 13, 2026

Regular Meeting

Council Chambers

11:00 AM

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

Mayor Bruce W. Davis

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

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

STAFF:

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

I. Call to Order

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

II. Public Comment Period

III. Retirees' Recognition - Keith Jones - 35 Years of Dedicated Service as Crew Chief - Public Works - Curley Locklear - 10 Years of Dedicated Service as Crew Chief - Recreation Dept.

IV. Pride in Lumberton Awards Precinct 3: Ann Warrington - 900 Jane Street - Bettye Currin - 410 Highland Avenue

V. Public Hearings

- A. Al-khateeb rezoning for 2906 OLIVE Dr. - P7 - ArTriel Kirchner, Planning & Neighborhood Services
- B. Creating an ordinance regulating automotive establishments - ArTriel Kirchner, Planning & Neighborhood Services

VI. Consent Agenda

- A. Minutes Approval for June 8, 2026 and June 22, 2026, City Council Meetings
- B. Ratify the Designation of \$1,100 of Community Revitalization Funds to Sandy Grove

Baptist Church Vacation Bible School - Councilman Cantey, City Council

- C. Ratify the Allocation of \$900 of CRF to Godwin Heights Summer Camp - Councilman Rising, City Council
- D. Ratify Authorizing Electricities to Proceed With the Wholesale Electric Rates Study at a Cost of \$28,900 - Wayne Horne, City Manager
- E. Ratification of Approval for Acceptance and Closeout of CDBG Grant Awards and Additional Funding - Brandon Love, City Manager

VII. Agenda Items

- A. Permission to apply for *the Lumberton Community Safety and Behavioral Health Resilience Grant* - Michael McNeill, Police
- B. Lead Service Line Inventory Amendment #4 - Corey Walters, Public Works
- C. High Service Pump Motor Purchase - Corey Walters, Public Works
- D. Linkhaw Rd Rail Road Culvert Project Award - Corey Walters, Public Works
- E. Leaf Vac Trailer Purchase - Corey Walters, Public Works
- F. Lead Service Line Replacement & Sewer Improvements RFQ Award - Corey Walters, Public Works
- G. Linkhaw Farms Contiguous Annexation - P-2/ETJ - ArTriel Kirchner, Planning & Neighborhood Services
- H. Goode Farm Contiguous Annexation-ETJ/County - ArTriel Kirchner, Planning & Neighborhood Services
- I. Craig Hartman SUP 5207 Simmons Dr -P-1 - ArTriel Kirchner, Planning & Neighborhood Services
- J. Christopher Powers Special Use Permit for an Architecturally Integrated Subdivision Dawn Drive/Wellington Rd. P-8 - ArTriel Kirchner, Planning & Neighborhood Services
- K. **Megan Fowler rezoning of approximately 0.25 acres of property located at 1908 Elizabethtown Road, - P3** - ArTriel Kirchner, Planning & Neighborhood Services
- L. Resolution for Street Closing - Smart Start Day 2026 - , City Attorney
- M. Approve CRF for Community Day in Precinct 2 - Councilwoman Robinson, City Council
- N. Approve the Designation of \$500 of Community Revitalization Funds for Back-to-

School Event and Community Bash - Councilwoman Melissa Robinson, City Council

- O. Approve the Designation of \$500 of Community Revitalization Funds for Vacation Bible School - Councilwoman Melissa Robinson, City Council
- P. P4 - Request for Reimbursement - Councilwoman Higley, City Council
- Q. Approve the Designation of \$1,000 of CRF for a Community Service Banquet - John Cantey, City Council
- R. Community Revitalization Funds for First Baptist Church Homecoming - John Cantey, Alfred Douglas, City Council
- S. Approve the Allocation of CRF to the Golden Leaf Lodge - John Cantey, Alfred Douglas, City Council
- T. Approve the Designation of \$300 of Community Revitalization Funds for Back-to-School Event for School Supplies - John Cantey, City Council
- U. Approve the Designation of \$750 of CRF for Community Programming to MWPHGLNC, Inc. Masonic Lodge - John Cantey, City Council
- V. Approve the Designation of \$300 of Community Revitalization Funds for Back-to-School Event for School Supplies - Councilman Douglas, City Council
- W. Community Revitalization Funds for the 2026 Dixie Boys 14U State Champions - Councilman Eric Chavis, City Council

VIII. CLOSED SESSION: To consult with the City Attorney.

- A. Consultation with City Attorney - , City Council
- B. Consultation with City Attorney - , City Council

IX. Adjournment

Lumberton City Council

Item: V.A.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Planning & Neighborhood
Services

Submission Date: 06/18/2026

Subject: Al-khateeb rezoning for 2906 OLIVE Dr. - P7

Summary/Background of Subject Matter:

Helmi A Al-khateeb is requesting to rezone property located at 2906 Olive Drive, parcel # 321801008 & 32180100801/deed 2545 pg 211.

On February 9, 2026, Mr. Helmi A Al-khateeb asked Council to table this request and allow him to submit more information regarding the proposed development. Council voted to send this request back to the planning board on June 8th, 2026 for further review. Attached is the additional information.

Staff Recommendation:

The planning staff and Planning Board ask City Council to hold today's public hearing and approve the rezoning request.

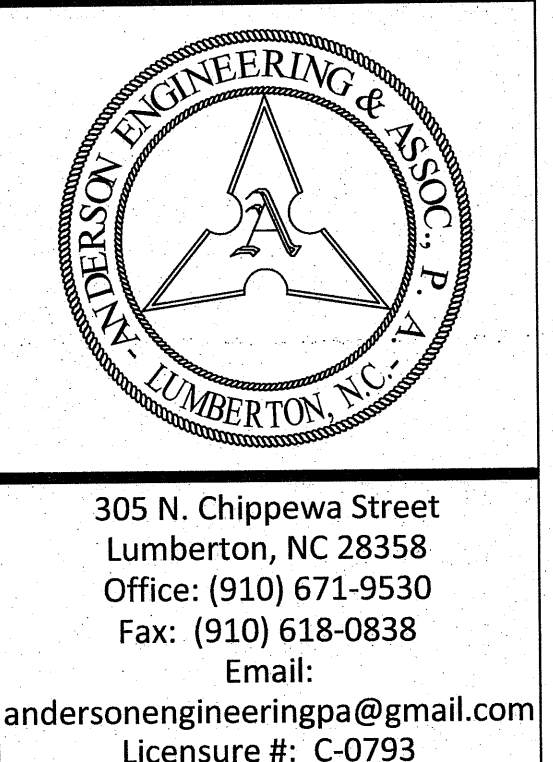
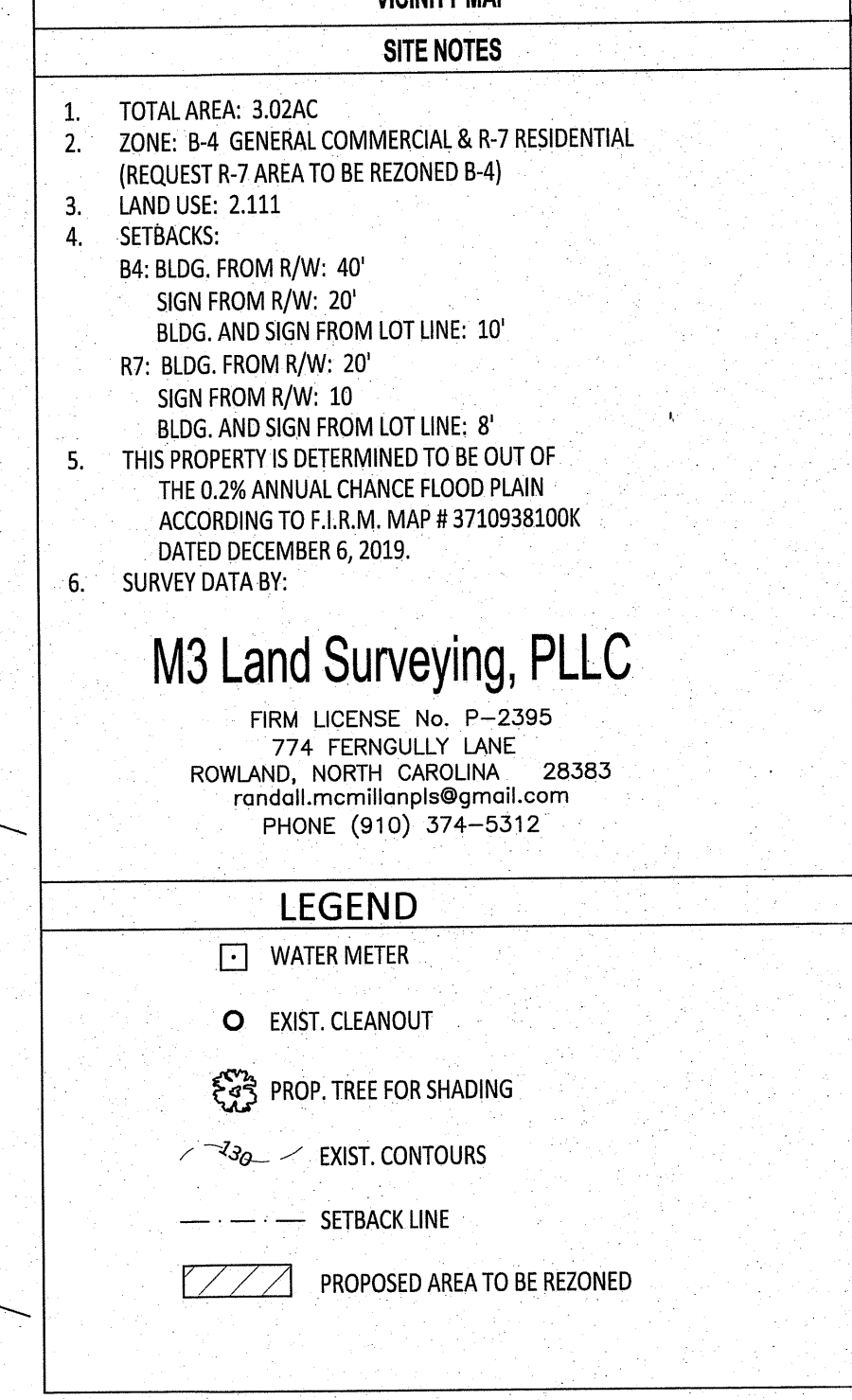
City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City
Clerk

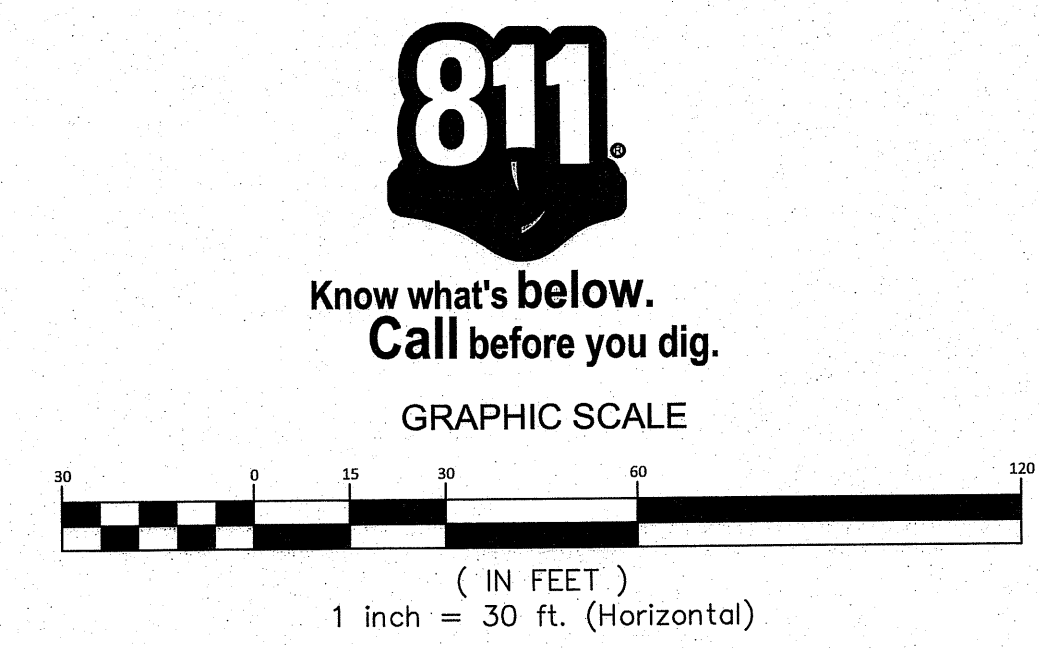
Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. H F Property Supplemental Information 6-3-2026
2. H&F Property Pro Rezoning Application - CPC (2) (4)
3. Ordinance

[illegible]

LINE	BEARING	DISTANCE
L1	N 56°21'37" E	5.22'
L2	S 63°43'59" W	4.95'
L3	N 62°21'20" E	18.00'
L4	N 61°58'33" E	30.44'
L5	N 30°34'19" W	28.37'
L6	N 60°31'17" W	71.39'



City of



Lumberton

DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
APPLICATION FOR ZONING MAP AMENDMENT

TO: THE CITY COUNCIL OF THE CITY OF LUMBERTON

The undersigned hereby respectfully requests that the Official Zoning Map of the City of Lumberton, North Carolina be amended as hereinafter described:

(NOTE: Please complete this application by typing or printing legibly.)

1. **Applicant:**

Owner:

Full Legal Name:

H & F Property LLC

Full Legal Name:

Helmi Alkhatib & Family

Mailing Address:

Mailing Address:

Telephone:

Legal Name of Business:

H & F Property LLC

EMAIL:

2. **Description of Property:**

2906 Olive Drive

(Address)

25.43

211

13-S

75

(Deed Book)

(Page)

#P 9

(Map Book)

13

(Page)

477

(Frontage)

1.28 Acres

(Area)

3. **Tax Map Identification Number (parcel number):**

3218-01-008 / 3218-01-0081

4. **Existing Zoning District Designation of Property:**

ROR R7

5. **Requested Zoning District Designation of Property:**

B-4 (Business, General Commercial)

6. **Applicant's Interest In Property (check one):** ☒ Owner

☐ Owner's Agent

☐ Lease-to-Own

☐ Tenant

☐ Family member

☐ Other (explain)

7. **Legal Description of Property:** Attach a running description of the portion of the property to be rezoned in metes and bounds sufficient to reconstruct the same on the property.

8. **Site Map:** Attach a map of the property in question.

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

1 of 3

All property owners must provide a physical address and sign their application. Additional signature page(s) are available upon request.

File # 6.241

2/6/2014

Updated 4/5/2012

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

City of



Lumberton

DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
APPLICATION FOR ZONING MAP AMENDMENT

10. Applicant's Intended Use of Property (Applicant should attach a detailed business plan which includes the intended use of the property):

Intend to rezone to have development
in the future plan.

We own the commercial land on 2901
W 5th St and the property we want to
rezone is right behind our commercial
property behind 2901 W 5th St.

* Possibly Retail units for
restaurants and other business.

801

2 of 3

***All property owners must provide a physical address and sign their application. Additional signature
page(s) are available upon request.***

File # 6-241

2/6/2014

Updated 4/5/2012

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

City of



Lumberton

DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
APPLICATION FOR ZONING MAP AMENDMENT

11. Notarized Signatures:

Applicant: Helmi Alkhateeb
Full Legal Name (type or print)

Home Address

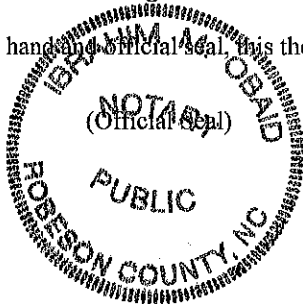
STATE OF North Carolina COUNTY OF Robeson

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

Applicant: _____

Signature

WITNESS my hand and official seal, this the 28th day of October, 2025



Official Signature of Notary

Ibrahim M Obaid, Notary Public
Notary's printed or typed name

My Commission Expires: 07/31/2026

Owner: Faehl Alkubishi
Full Legal Name (type or print)

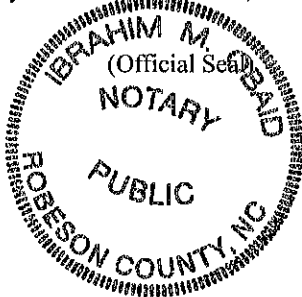
STATE OF North Carolina COUNTY OF Robeson

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

Owner: _____

Signature

WITNESS my hand and official seal, this the 28th day of October, 2025



Official Signature of Notary

Ibrahim M Obaid, Notary Public
Notary's printed or typed name

My Commission Expires: 07/31/2026

3 of 3

All property owners must provide a physical address and sign their application. Additional signature page(s) are available upon request.

File # 6.241

2/6/2014

Updated 4/5/2012

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City of *Lumberton*

Planning & Neighborhood Services

Request for Rezoning
6.241 Helmi Albobishi

PETITIONER(S):	OWNER(S):
Helmi A Al-khateeb	H & F PROPERTY PRO, LLC
	

Rezoning Request: Helmi A Al-khateeb rezoning for 2906 OLIVE DR. – P-7

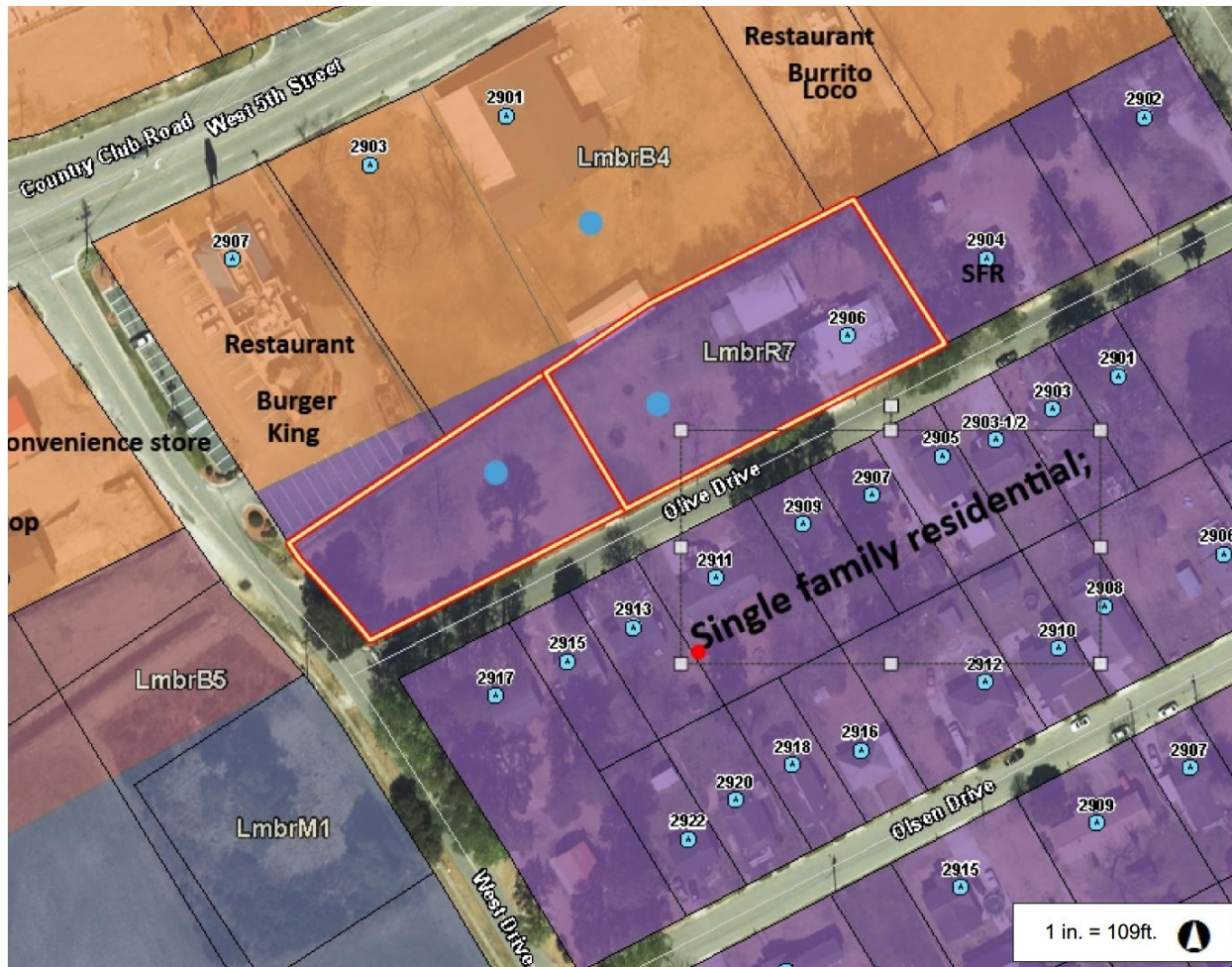
LOCATION:



Restaurant

City of Lumberton

Planning & Neighborhood Services



*Planning & Neighborhood Services***STAFF ANALYSIS****PROJECT OVERVIEW**

Rezoning Request: Helmi A Al-khateeb is requesting to rezone property located at 2906 Olive Drive, parcel # 321801008 and 32180100801/deed 2545 pg. 211. This request is to rezone the property from 'R-7', Residential single family/duplex to B-4, Business general commercial, to develop a shopping center with retail and restaurant uses.

PARCEL INFORMATION

Owner	Parcel #(s)	Zoning	Area	Limits of Construction
H & F PROPERTY PRO, LLC Fadhl Saleh Alhobishi	321801008 32180100801	R-7	~1.28 acres	~1.28 acres

ADJACENT PROPERTY SITE DATA

	Zoning	Zoning Description	Land Use
Subject Property	R-7 Request to be rezoned to B-4	- Residential single family/duplex - Request to be rezoned to Business general commercial	shopping center with retail and restaurant uses
North	B-4	Business general commercial	Business/vacant (owned by applicant) Burger King Restaurant
South	R-7	Residential single family/duplex	Olive Drive Single family residences
East	B-5 M-1 B-4	Business Highway Service Light Manufacturing Business general commercial	Vacant Vacant Lucky Stop gas station and convenience store
West	R-7	Residential single family/duplex	Single family residence

PLANNING & ZONING

Land Use Plan: The Land Use Plan designates the future use of the parcel as high intensity and is located in P-7.



HIGH INTENSITY

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

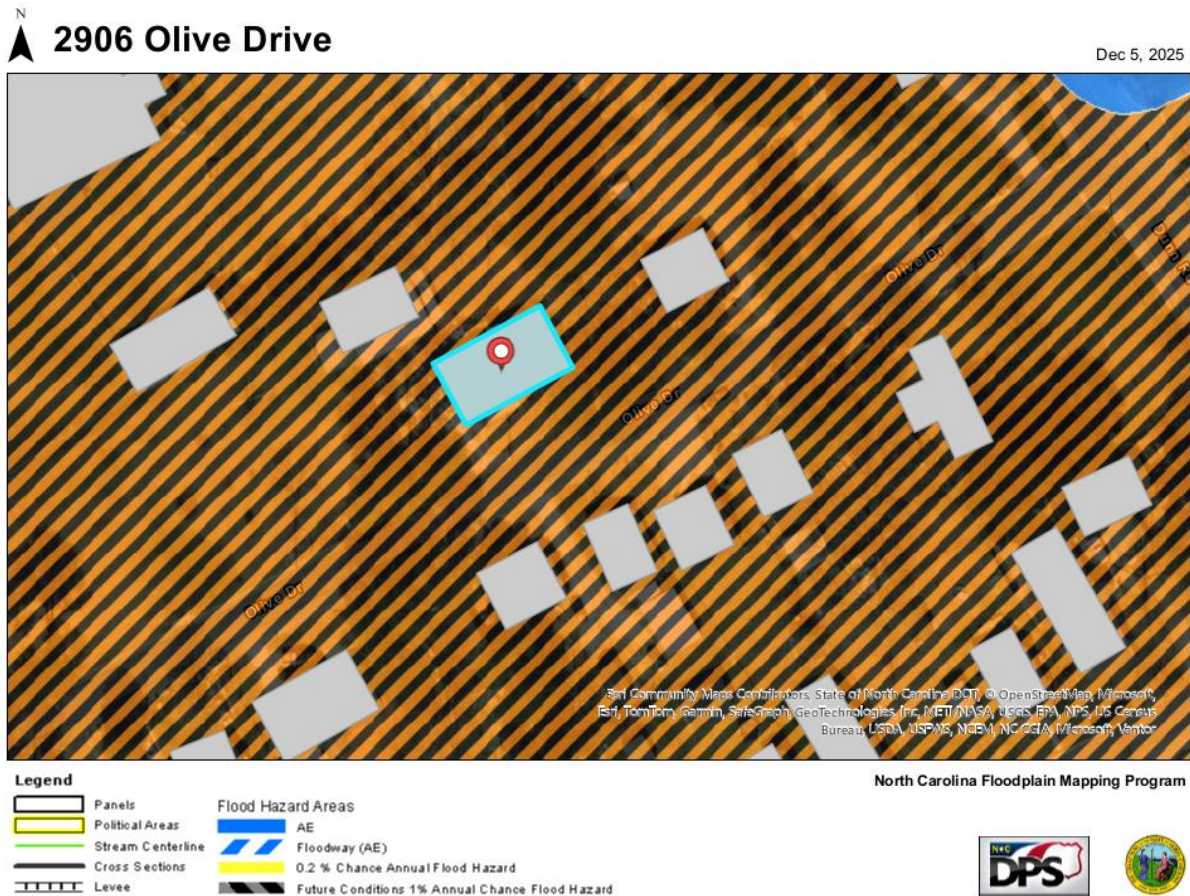
Setback and Lot Size:

Zoning District	Min. Square Footage	Min. Road Frontage	Min. Front Setback (right of way)	Min. Side Setback	Min. Rear Setback
Existing R-7	7,000	70'	20'	8'	8'
Proposed B-4	No minimum	100'	40'	10'	10'

FLOOD RISK INFORMATION SYSTEM (FRIS) INFORMATION

Not in Flood Zone: Zone X: (Protected by Levee) Moderate flood hazard area protected by levee from the 1% annual chance flood.

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





Planning & Neighborhood Services

DEVELOPMENT UPON APPROVAL

If this request is granted the applicant must submit site development plans to the City of Lumberton's Planning Department for approval.

PLANNING STAFF AND PLANNING BOARD RECOMMENDATION TO COUNCIL

The planning staff and Planning Board ask City Council to hold today's public hearing and approve the rezoning request.

The B-4 (general commercial) district is designed to accommodate the widest range of commercial activities.

I. B-4 Zoning District Permitted Uses

1.530 Hotels, motels, and similar businesses or institutions providing overnight accommodations

1.600 Temporary emergency, construction, and repair residences

2.111 Miscellaneous Sales and Rental of Goods, Merchandise and Equipment

2.113 Convenience stores

2.120 Low- volume traffic generation sales

2.130 Wholesale sales

2.210 High- volume traffic generation, Storage and display of goods outside fully enclosed building allowed

2.220 Low- volume traffic generation, Storage and display of goods outside fully enclosed building allowed

2.230 Wholesale sales, Storage and display of goods outside fully enclosed building allowed

3.110 Offices - Operations designed to attract and serve customers or clients on the premises, such as the offices of attorneys, realtors, other professions, insurance and stock brokers, travel agents, etc.

3.120 Offices - Operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use

3.130 Office or clinics of physicians or dentists

3.210 Operations designed to attract and serve customers or clients on the premises

3.220 Operations designed to attract little or no customer or client traffic other than the employees of the entity operating the principal use

4.120 Majority of dollar volume of business done without walk-in trade Manufacturing, Processing, Creating, Repairing, Renovating, Painting, Cleaning, Assembling of Goods, Merchandise and Equipment

4.200 Operations conducted within or outside fully enclosed building Manufacturing, Processing, Creating, Repairing, Renovating, Painting, Cleaning, Assembling of Goods, Merchandise and Equipment

4.400 Manufacturing, processing, creating, repairing, renovating, painting, cleaning, assembling of goods, merchandise and equipment Outside storage of recyclable materials greater in area than 400 sq. ft. and/or higher than 8 feet above the finished grade.

5.120 Trade or vocational schools

5.200 Churches, synagogues and temples (including associated residential structures for religious personnel and associated buildings but not including elementary school or secondary school buildings)

5.310 Libraries, museums, art galleries, art centers and similar uses (including associated educational and instructional activities) Located within a building designed and previously occupied as a residence or within a building having a gross floor area not in excess of 3,500 square feet

5.320 Libraries, museums, art galleries, art centers and similar uses (including associated educational and instructional activities) Located within any permissible structure

5.400 Social, fraternal clubs and lodges, union halls, and similar

6.110 Bowling alley, skating rinks, indoor tennis and squash courts, indoor athletic and exercise facilities and similar uses

6.121 Movie theatres Seating capacity of not more than 300

6.122 Movie theatres Seating capacity 301—999

6.140 Adult establishments

6.230 Golf driving ranges not accessory to golf courses, par 3 golf courses, miniature golf courses, skateboard parks, water slides, and similar uses

7.100 Hospitals or other medical (including mental health) treatment facilities

7.200 Nursing Care Institutions, Intermediate Care Institutions, Handicapped or Infirm Institutions, Child Care Institutions

8.100 Restaurants No substantial carry-out or delivery service, no drive-in service, no service or consumption outside fully enclosed structure

8.200 Restaurants No substantial carry-out or delivery service, no drive-in service, service or consumption outside fully enclosed structure

8.300 Carry-out and delivery service, consumption outside fully enclosed structure allowed

8.400 Carry-out and delivery service, drive-in service, service or consumption outside fully enclosed structure allowed

9.100 Motor vehicle sales or rentals, excluding manufactured home sales

9.200 Sales with installation of motor vehicle parts or accessories (e.g. tires, mufflers, etc.)

9.300 Motor vehicle repair and maintenance, not including substantial body work

9.500 Gas sales

9.600 Car wash

9.700 Motor vehicles, sales, service repair Outside storage of recyclable materials greater in area than 400 sq. ft. and/or higher than 8 feet above finished grade.

9.810 Manufactured home sales office without, display units.

10.100 Automobile parking garages or parking lots not located on a lot on which there is another principal use to which the parking is related

10.210 Storage of goods not related to sale or use of those goods on the same lot where they are stored within completely enclosed structures

10.300 Parking of vehicles or storage of equipment outside enclosed structures where: (i) vehicles or equipment are owned and used by the person making use of the lot, and (ii) parking or storage is more than a minor and incidental part of the overall use made of the lot

10.400 Storage and parking Outside storage of recyclable materials greater in area than 400 sq. ft. and/or higher than 8 feet above finished grade.

12.100 Veterinarian

13.610 Temporary Emergency Aid Facilities Located within an existing building and new construction

13.620 Mobile Units (including Recreational Vehicles)

14.110 Agricultural operations, farming excluding livestock

14.200 Silvicultural operations

16.000 Dry Cleaner, Laundromat

18.100 Towers and antennas fifty feet in height or less

18.200 Disguised/attached antennas

19.000 Open-Air Markets and Horticultural Sales

20.000 Funeral Homes

22.000 Nursery Schools; Day Care Centers

23.000 Temporary Structures used in Connection With the Construction of a Permanent Building or for Some Nonrecurring Purpose

24.100 Bus stations

24.200 Train stations

24.300 Taxi stands

25.000 Commercial Greenhouse Operations

27.000 Off- Premises Signs

28.200 Minor Subdivisions

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

2.112 ABC stores

3.140 Government Office Buildings

3.230 Banks with drive-in windows

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

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

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

6.150 Billiard parlors/Pool Halls & Game Centers

6.160 Electronic Gaming Operations

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

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

6.260 Drive-in movie theatres

6.270 Recreational vehicle parks and/or campgrounds

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

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

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

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

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

8.500 Bars, nightclubs

10.220 Storage inside or outside completely enclosed structures

13.100 Police stations

13.200 Fire stations

13.300 Rescue squad, ambulance service

13.400 Civil defense operation

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

14.400 Reclamation landfill

15.100 Post office

17.100 Neighborhood Utility Facilities

21.100 Cemetery

21.200 Crematorium

28.100 Major Subdivisions

28.300 Public utility facilities without direct or indirect access

The R-7 district is designed to accommodate single-family and two-family dwelling units.

I. R-7 Zoning District Permitted Uses

1.110 Single-family residences Other than mobile homes

1.210 Duplex

1.220 Two-family conversion

1.410 Homes for handicapped or infirm, Family Care Homes (Level II & III)

1.600 Temporary emergency, construction, and repair residences

1.700 Home occupations

5.200 Churches, synagogues and temples (including associated residential structures for religious personnel and associated buildings but not including elementary school or secondary school buildings)

14.110 Agricultural operations, farming Excluding livestock

14.200 Silvicultural operations

18.100 Towers and antennas fifty feet in height or less

18.200 Disguised/attached antennas

23.000 Temporary Structures used in Connection With the Construction of a Permanent Building or for Some Nonrecurring Purpose

28.200 Minor Subdivisions

II. R-7 Zoning District Requires a Special Use Permit

1.130 Single- family residences with accessory apartment

1.330 Multifamily conversion

1.420 Nursing care, intermediate care homes

1.430 Child care homes

1.440 Halfway houses

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

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

5.310 Libraries, museums, art galleries, art centers and similar uses (including associated educational and instructional activities) Located within a building designed and previously occupied as a residence or within a building having a gross floor area not in excess of 3,500 square feet

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

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

13.100 Police stations

13.200 Fire stations

13.300 Rescue squad, ambulance service

13.400 Civil defense operation

13.520 Training Facilities Activity conducted within or outside fully enclosed building

14.400 Reclamation landfill

17.100 Neighborhood Utility Facilities

21.100 Cemetery

22.000 Nursery Schools; Day Care Centers

28.100 Major Subdivisions

28.300 Public utility facilities without direct or indirect access

ORDINANCE AMENDING THE LAND USE ORDINANCE AND OFFICIAL ZONING MAP
BY REZONING PROPERTY FROM R-7, (RESIDENTIAL SINGLE
FAMILY/DUPLEX) TO B -4 (BUSINESS GENERAL COMMERCIAL)

OWNER(S): H & F PROPERTY PRO, LLC
APPLICANT(S) HELMI A AL-KHATEEB
PARCEL: 321801008 and 32180100801
DEED: DEED: 2545 PAGE: 0211

WHEREAS, a petition requesting the rezoning of certain property was filed with the Director of Planning and Neighborhood Services on October 28, 2025;

WHEREAS, the proposed amendment initiated by said petition was submitted to the Planning Board for review and recommendation and the Planning Board did make a recommendation at its June 16, 2026, meeting;

WHEREAS, the City Council set a public hearing on the proposed amendment for July 13, 2026;

WHEREAS, the public notice of said public hearing was published in a newspaper having general circulation in the City of Lumberton on January 31, 2026 and February 7, 2026;

WHEREAS, written notice of said public hearing was mailed to the owners of the property to be rezoned as well as the owners as shown on the county tax listing of all properties, any portion of which is within one hundred fifty (150) feet of the property rezoned by the amendment, pursuant to City of Lumberton Code of Ordinances Section 35-323 on June 22, 2026;

WHEREAS, a sign containing notification of said public hearing was posted on the property to be rezoned on June 22, 2026;

WHEREAS, a public hearing on the question of rezoning was held on July 13, 2026, and all persons were given an opportunity to be heard;

WHEREAS, the City Council of the City of Lumberton does hereby determine and find that in accordance with the City of Lumberton's comprehensive zoning plan and for the purpose of promoting the health, safety, morals and the general welfare of the community, the property hereinafter described is best suited to be designated as B-4, Business General Commercial, and;

WHEREAS, G.S. 160D-702 grants to the City of Lumberton the power to zone, G.S. 160D-703 permits the City of Lumberton to divide its territorial jurisdiction into districts, and G.S. 160D-601 permits the City of Lumberton to amend its zoning boundaries;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lumberton that the Land Use Ordinance and Official Zoning Map of the City of Lumberton be and the same is hereby amended by rezoning that property more fully described herein from R-7, (RESIDENTIAL SINGLE FAMILY/DUPLEX) TO B -4 (BUSINESS GENERAL COMMERCIAL), said property being described as follows:

Tract 1:

Parcel No. 3218-01-008:

All those certain lots or parcels of land situate in Lumberton Township, Robeson County, North Carolina, about 3 miles West from the City of Lumberton, and more particularly described as follows: BEING all of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11) as shown and designated on a map of "West Park", prepared by W.E. Stone, Surveyor dated October 16, 1951 and which is duly recorded in the Office of the Register of Deeds of Robeson County, North Carolina in Book of Official Maps No. Nine (9), at Page Thirteen (13) to which said map reference is hereby made for a more particular description and the same is made a part hereof.

For title reference, see Deed Book 13-S, at Page 75 and Deed Book 11-P, at Page 122.

LESS AND EXCEPT THE FOLLOWING OUT CONVEYANCES OF RECORD:

1. All of that parcel of land conveyed to Mitchell Carter and wife, Ester Ray Carter by Deed recorded in Deed Book 19-W, at Page 66.
2. All of that parcel of land conveyed to Mitchell Carter and wife, Esther T. Carter by Deed recorded in Deed Book 406, at Page 206, Robeson County Registry.
3. All of that parcel of land conveyed to Ricky Lynn Canady and wife, Jamie Lynne Lamb Canady by Deed recorded in Deed Book 600, at Page 426.

Tract 2:

Parcel No. 3218-01-00801:

Lying and being in the City of Lumberton, about 2 miles West of the Courthouse in said City, on the southeast side of West 5th Street, on the Northeast side of and adjacent to West Drive on what was original West Drive, and on the Northwest side of and adjacent to what was North Street. Bounded on the southwest by West Drive, on the southeast by North Street, on the northeast by other lands of the party of the first part, on the northwest by lands formerly owned by O.K. Barnes and more particularly described as follows, to-wit:

BEGINNING at a railroad spike in the line of the center of a ditch, O.K. Barnes' original line, said stake being in the northeast edge of West Drive and located 4.95 feet northeast of the centerline of the existing pavement of said Drive, and running thence South 57 degrees 19 minutes East 70.25 feet to an iron stake; thence South 28 degrees 03 minutes East 27.8 feet to an iron stake located 1.3 feet northwest of the curb of North Street and 22.3 feet northeast of the centerline of the existing pavement of West Drive; thence as the northwest right of way line (17.5 feet from center) of North Street, North 65 degrees 40 minutes East 216 feet to a stake; thence North 28 degrees 03 minutes West 114.32 feet to a stake in the O.K. Barnes line, a ditch; thence as that line and the center of said ditch, South 59 degrees 24 minutes West 252.12 feet to the beginning, containing 23,265 square feet.

And being a portion of the lands described in a Deed from Junios Parker Locklear and wife, Vernia Mae Hunt Locklear and Mrs. Fearby T. Hunt (also known as Mrs. Lloyd Hunt) to Tessie Lee Hunt Locklear dated August 22, 1961 and recorded in Deed Book 13-S, at Page 75, Robeson County Registry.

And being all of Lot 1, Lot 2 and a portion of Lot 3 as shown on a map of "West Park" recorded in Map Book 9, at Page 13, Robeson County Registry.

For title reference, see Estate of Tessie Lee Hunt aka Tessie Lee Hunt Locklear (14E000705-770, Robeson County Clerk of Court) and Deed Book 2542, Page 706

On motion of Councilman _____, seconded by Councilman _____, the

foregoing Amendment was adopted on the 13th day of July, 2026.

Bruce Davis, Mayor

ATTEST:

Laney Mitchell-McIntosh, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

E. Holt Moore, III, City Attorney

Ordinance No.

Lumberton City Council

Item: V.B.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Planning & Neighborhood
Services

Submission Date: 06/18/2026

Subject: Creating an ordinance regulating automotive establishments

Summary/Background of Subject Matter:

The Planning Department has conducted research on various municipalities that regulate automotive establishments. Based on the research, we have developed a draft ordinance suitable for the City of Lumberton.

The Planning Board held the public meeting on June 16, 2026, and unanimously recommended that Council approve the final draft.

Staff Recommendation:

The planning staff recommends that Council hold today's public hearing and approve the ordinance amendment.

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. Vehicle Sales and Services revised after the 3-23-26 meeting with mgmt (revised 6-22-2026)

Sec. 35-161.6. Automotive Establishments

- (A) Automotive establishments are limited in function to dispensing gasoline, oil, grease, antifreeze, tires, batteries, and automobile accessories directly related to motor vehicles; to washing, polishing and servicing motor vehicles, only to the extent of installation of the above-mentioned items; and to selling at retail the items customarily sold by service stations. These establishments may overhaul motors, provide upholstery work, auto glass work, painting, welding, bodywork, tire recapping, or auto dismantling.
- (B) Where permitted, the following shall apply to all new and existing automotive establishments:

1. Automotive Painting/Body Shop

Automobile painting/body shop uses shall comply with the following standards:

- (a) In districts where the use is permitted, the use shall be located at least 250 feet from any residential building, educational facility (except vocational schools), or child care center.
- (b) Vehicles shall not be parked or stored as a source of parts for the purpose of sale or lease/rent.
- (c) Repair and storage of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area that is no larger than 45 percent of the buildable area of the lot, located behind or to the side of the principal structure, and screened with a wooden screening fence or masonry wall in accordance with Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.
- (d) Vehicle accommodation area surfaces shall be kept in good condition (free from potholes, etc.) and parking space lines or markings shall be kept clearly visible and distinct.
- (e) All automobile parts, dismantled vehicles, and similar materials shall be stored within an enclosed building or behind a wooden fence or masonry wall in accordance with Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.

2. Automotive Parts Sales and Installation

Automobile parts sales and installation uses shall comply with the following standards:

- (a) Repair of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area that is no larger than 45 percent of the buildable area of the lot, located behind or to the side of the principal structure, and screened with a wooden fence or masonry wall in accordance with Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.

- (b) The use shall provide adequate, enclosed trash storage facilities on the site.
- (c) All automobile parts, dismantled vehicles, and similar materials shall be stored within an enclosed building or behind a wooden fence or masonry wall in accordance with Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.
- (d) Vehicle accommodation area surfaces shall be kept in good condition (free from potholes, etc.) and parking space lines or markings shall be kept clearly visible and distinct.

3. *Automotive Repair and Service (Without Painting/Bodywork)*

Automotive repair and service uses not involving painting or bodywork service shall comply with the following standards:

- (a) The use shall be designed to ensure proper functioning of the site as related to vehicle stacking, circulation, and turning movements.
- (b) Repair of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area that is no larger than 45 percent of the buildable area of the lot, located behind or to the side of the principal structure, and screened with a wooden fence or masonry wall in accordance with Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.
- (c) The use shall provide adequate, enclosed trash storage facilities on the site.
- (d) All automobile parts, dismantled vehicles, and similar materials shall be stored within an enclosed building or behind a wooden fence or masonry wall in accordance with Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.
- (e) If gasoline is sold on-site, the use shall also comply with the federal, state and local standards for gasoline sales use.
- (f) Vehicles shall not be parked or stored as a source of parts for the purpose of sale or lease/rent.
- (g) Vehicle accommodation area surfaces shall be kept in good condition (free from potholes, etc.) and parking space lines or markings shall be kept clearly visible and distinct.

4. *Automotive Wrecker Service*

Automotive wrecker service uses shall comply with the following standards:

- (a) The use shall be located at least 250 feet from any residential district, school, or child care center. In any of the districts in which this use may be located, the City Council may through a special use permit request approve a reduction in the separation requirement upon a showing of good cause with supporting evidence and mitigation of impacts.

- (b) Vehicles shall be stored to the rear of the principal structure, behind a wooden fence or masonry wall in accordance with Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.
- (c) Vehicle accommodation area surfaces shall be kept in good condition (free from potholes, etc.) and parking space lines or markings shall be kept clearly visible and distinct.
- (d) All automobile parts, dismantled vehicles, and similar materials shall be stored within an enclosed building or behind a wooden fence or masonry wall in accordance with Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.

5. *Car Wash or Auto Detailing*

Car wash and auto detailing uses shall be designed to ensure proper functioning of the site as related to vehicle stacking, circulation, and turning movements. If an automatic car wash is an accessory use to a gasoline sales use, it shall be governed by the use and dimensional standards applicable to the gasoline sales use.

- (a) All automobile parts, dismantled vehicles, and similar materials shall be stored within an enclosed building or behind a wooden fence or masonry wall in accordance with Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.

6. *Tire Sales and Mounting, Transmission or Muffler Shop*

Tire sales and mounting uses and transmission or muffler shop uses shall comply with the following standards:

- (a) Repair of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area that is no larger than 45 percent of the buildable area of the lot, located behind or to the side of the principal structure, and screened with a wooden fence or masonry wall in accordance Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.
 - (b) The use shall provide adequate, enclosed trash storage facilities on the site.
 - (c) All automobile parts, dismantled vehicles, and similar materials shall be stored within an enclosed building or behind a wooden fence or masonry wall in accordance with Section 35-312. Recyclable materials storage areas may be used alone or in conjunction with another principal use.
 - (d) The use shall not include outdoor storage lots or impound yards for towed vehicles.
- (C) No parking of vehicles shall be permitted on any public sidewalk or right-of-way. At street intersections, no parking of vehicles shall be permitted within the site triangle measured at the right-of-way for a distance of 11½ feet extending to a line six feet from edge of pavement or travel way in accordance with Section 20-10 of the Code of the City of Lumberton.

- (D) Notwithstanding any other provisions of this article, a nonconforming automotive establishment shall, within one (1) year following the effective date of this chapter, comply with the provisions of this chapter. Failure to comply with the provisions of this chapter shall subject the offender to a civil penalty of two hundred dollars (\$200.00) per day per violation until the unlawful condition(s) is/are abated and shall also be subject to enforcement and penalties outlined in Article VII. Enforcement and Review, of the Code of the City of Lumberton.
- (E) New salvage yards shall not be permitted within any Special Flood Hazard Area, except by variance as specified in the City of Lumberton's Flood Damage Prevention Ordinance.
- (F) Notwithstanding any provisions within this section, all automotive establishments must comply with applicable ordinances, plans, local, federal and state regulations.



CITY OF LUMBERTON

CITY COUNCIL

MINUTES • JUNE 8, 2026

Regular Meeting

Council Chambers

11:00 AM

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

I. Call to Order

A. Invocation – Councilman John Carroll

B. Pledge of Allegiance – Led by Councilman Alfred Douglas

II. Retiree Recognition: Vernon Johnson - 26 yrs of Dedicated Service as Captain Detective - Lumberton Police Department - No Show

III. Pride in Lumberton Awards (Precinct 3): Mr. & Mrs. Kenneth E. Currie - 3561 Rosewood Dr. -Cheryl Revels - 1307 E. 10th Street

Ms. Cheryl Revels appeared before City Council and was presented with the Pride in Lumberton Award and the City of Lumberton Pride in Lumberton lapel pin. Councilman Carroll recognized Ms. Revels for her outstanding efforts in maintaining and beautifying her property, which contributes positively to the appearance of the community.

IV. Public Comment Period - Attorney Robert Price and Mr. Tommy Vicker

Attorney Robert Price appeared before Council and requested that the City explore the development of a community litter prevention and cleanup program. He stated that many citizens are concerned about the amount of litter throughout the City and should be afforded the opportunity to volunteer their time to collect trash. Attorney Price noted that the North Carolina Department of Transportation (NCDOT) has advised that litter cannot be collected along state highways due to safety concerns; however, he expressed that citizens who wish to volunteer for litter cleanup efforts in other areas of the City should be encouraged and allowed to do so through an organized program.

Tommy Vicker, appeared before Council to comment on the Farmer's Market and its success.

V. Public Hearings

- A. Planning Board Minutes from May 19th, 2026 - , Planning & Neighborhood Services
- B. Mohamed Metwally Abou Emara special use permit for the operation of an electronic gaming center located at 4555 Fayetteville Rd. P2 - ArTriel Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the public hearing to consider the issuance of a Special Use Permit for the operation of an electronic gaming center located at 4555 Fayetteville Road. City Clerk Mitchell-McIntosh presented the Affidavit of Publication showing that it was advertised in **The Robesonian**.

Dr. Kirchner, Planning & Neighborhood Services Director, appeared before Council and stated that Mohamed Metwally Abou Emara is requesting a special use permit for the operation of an Electronic gaming center located at 4555 Fayetteville Rd, parcel #10060101003. This request will not comply with the City Code requirements. NON-COMPLIANCE WITH CITY CODE Section 35-166.5(10):

Section 35-166.5(9) – This location will not meet the required parking spaces of 63 spaces. Have 37 spaces according to the approved site plans. Parking requirements are one (1) space for every two hundred (200) square feet of gross floor area plus three (3) additional parking spaces. According to Robeson County Tax Department, the building is 11,890 square feet, which will require 62 off-street parking spaces (1 space/200sf of gross floor area +3).

Section 35-166.5(10) - This location's distance is within the following:
~290 feet of residential use,
~125 feet from a residential zoning district (B/3 Office/Residential),
~102 feet from a government building (National Guard Armory) and
~ 330 feet from Trinity Holiness Church.

Proposed hours will not comply

Planning Board Public Meeting — May 19, 2026
Legal Ad Ran on — May 30, 2026, and June 6, 2026
Property Owner Letters Sent — May 20, 2026
Sign Posted — May 30, 2026

Staff Recommendation:

The planning staff and Planning Board asked City Council to hold today's public hearing and deny the Special Use Permit request based on several factors, one being the operation will not meet the distance requirements outlined in Section 35-166.5 (10) of the Code of the City of Lumberton. Therefore, it will not be in general conformity with the Land Use Ordinance.

City Attorney Moore, if there is anyone present that would like to speak on the listed

on the non-compliance issues as stated. No one appeared to speak, and the hearing was closed.

Councilwoman Robinson made a motion to deny the Special Use Permit for an Electronic Gaming Center based on the stated non-compliance requirement that does not meet the City Code stated above.

RESULT: Passed (7 TO 0)

MOVER: Precinct 2 Robinson

SECONDER: Precinct 1 Rising

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

- C. Amend the Recreational Vehicle Parks and Campgrounds Ordinance - ArTriel
Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the public hearing to consider a request to amend the Land Use Ordinance by amending the Recreational Vehicle Parks and Campgrounds Ordinance. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that the hearing was advertised in **The Robesonian**.

Dr. Kirchner, Planning & Neighborhood Services Director, appeared before Council and stated that Planning is requesting a revision to Section 35-164.5, Recreational Vehicle (RV) Park and/or Campground Ordinance. We are asking Council to consider amending the following sections:

Sec. 35-164.5.2 General Regulations.
Subsection (c) — Dimensional Requirements.
Subsection (s) — Occupancy.
And adding subsection (v) — Violations.

Planning Board Public Meeting — May 19, 2026
Legal Ad Ran on — May 30, 2026, and June 6, 2026

Staff Recommendation:

The planning staff and Planning Board asked City Council to hold today's public hearing and approve the ordinance amendment.

Councilman Cantey asked about the distance from the schools. Dr. Kirchner stated that it's 2,000 feet from schools and nurseries.

RESULT: Passed (7 TO 0)

MOVER: Precinct 8 Thomas

SECONDER: Precinct 2 Robinson

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey,

Alfred Douglas, Owen Thomas

ABSTAIN: None

- D. Update sections of the ordinance addressing temporary screening materials. - ArTriel Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the public hearing to consider a request to amend the Land Use Ordinance by updating section of the Secs. 35-312 and 35-307. City Clerk Mitchell-McIntosh submitted the Affidavit of Publication showing that the hearing was advertised in **The Robesonian**.

Summary/Background of Subject Matter:

This request amends the following sections, prohibiting temporary type screening materials for recyclable materials' storage areas and required permanent screening.

Sec. 35-312. Recyclable materials' storage areas alone or in conjunction with another principal use.

Sec. 35-307. Descriptions of screens.

Planning Board Public Meeting — May 19, 2026

Legal Ad Ran on — May 30, 2026, and June 6, 2026

Staff Recommendation:

The planning staff and Planning Board asked City Council to hold today's public hearing and approve the ordinance amendments.

RESULT: Passed (7 TO 0)

MOVER: Precinct 5 Cantey

SECONDER: Precinct 8 Thomas

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

- E. Helmi A Al-khateeb rezoning for 2906 OLIVE DR Public Hearing Continuation. — P-7 - ArTriel Kirchner, Planning & Neighborhood Services

City Attorney Moore opened the continued public hearing to rezone the property located at 2906 Olive Drive.

Summary/Background of Subject Matter:

Helmi A Al-khateeb is requesting to rezone property located at 2906 Olive Drive, parcel #321801008 & 32180100801/deed 2545 pg 211. On February 9, 2026, Mr. Helmi A Al-khateeb asked Council to table this request and allow him to submit more information regarding the proposed development. Attached is the additional information.

Staff Recommendation:

The Planning Department requests that the Council forward this item to the June 16, 2026, Planning Board meeting for further review and continue the public hearing to the Council's next meeting.

RESULT: Passed (7 TO 0)

MOVER: Precinct 8 Thomas

SECONDER: Precinct 5 Cantey

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

VI. Consent Agenda

- A. Approval of City Council Meeting Minutes for May 11, 2026 City Council Meeting
- B. Ratify the Designation of \$200.00 of CRF to Unite Education Foundation, Inc. for the Juneteenth Gala - Owen Thomas, City Council

VII. Agenda Items

- A. 2025 BVP Grant - Michael McNeill, Police

Police Chief McNeill appeared before the Council and stated that the Lumberton Police Department is requesting permission to apply for and accept the 2025 Bulletproof Vest Partnership (BVP) program in the amount of \$46,345. This grant will fund approximately 65 armored vests (45 male and 20 female), at 50% of the total cost.

Staff Recommendation:

The Lumberton Police Department is requesting permission to accept the 2025 Bulletproof Vest Partnership (BVP) grant in the amount of \$46,345.00.

- B. Consideration of additional parking on Elm Street - Sarah Ward, City Manager

Summary/Background of Subject Matter:

Sarah Ward, Downtown Coordinator appeared before the Council and stated that City staff seeks authorization from City Council to explore the feasibility of reducing Elm Street to one travel lane to accommodate angled parking between 1st Street and 2nd Street. The concept is intended to support existing and future businesses, increase parking availability, improve visitor access, and enhance the overall economic vitality

of Downtown Lumberton. If authorized to proceed, staff will evaluate parking capacity, traffic impacts, safety considerations, estimated costs, and potential design alternatives. Staff will return to the City Council in August with a detailed recommendation for consideration.

Staff Recommendation:

City staff seeks authorization from City Council to explore the feasibility of reducing Elm Street to one lane to accommodate angled parking between 1st and 2nd Streets. If approved, city staff will bring back a detailed recommendation in August.

Councilman Cantey asked where exactly this reduction would be to one lane between 1st and 2nd Streets? The Downtown Coordinator stated that there would be the Fire Station, Library (backside), RC History Museum and the car lot. She stated that it would increase walkability.

RESULT: Passed (7 TO 0)

MOVER: Precinct 5 Cantey

SECONDER: Precinct 4 Higley

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

C. Residential Sewer Clean-out - Corey Walters, Public Works

Summary/Background of Subject Matter:

Currently, Public Works have a backlog of 63 residential sewer clean-outs (behind the curb at the right-of-way) to be installed. Given the current demands of public works crews, the department feels it would be best to contract out this backlog to be caught up with installations. Public works have sought 3 quotes from local contractors to perform this work. TNH Locklear LLC quoted \$1000 per clean-out, Hickman Utilities Inc quoted \$1800 per clean-out, and Lock Plumbing quoted \$2500 per clean-out.

Staff Recommendation:

Public Works recommends council approval of TNH Locklear LLC to install 63 residential sewer clean-outs in the amount of \$1000 per clean-out for a total of \$63,000.00 with payment being made from the water and sewer operations code 60-00-7121-2961.

RESULT: Passed (7 TO 0)

MOVER: Precinct 3 - Mayor Pro Team Carroll

SECONDER: Precinct 8 Thomas

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

D. Cherokee Street Water Main Replacement - Corey Walters, Public Works

Summary/Background of Subject Matter:

In recent months, the sewer main on Cherokee Street between Carolina Ave and Rozier Street has failed and been replaced. During this same time, public works crews have had several leaks on the water main in this same section of street and needed to perform point repairs. Public Works has sought a quote from TNH Locklear LLC to replace this section of water main prior to re-paving the street. TNH Locklear LLC has provided a quote of \$37,150.00 to perform this replacement.

Staff Recommendation:

Public Works recommends council approval of the water main replacement on Cherokee Street between Carolina Ave and Rozier Street by TNH Locklear LLC in the amount of \$37,150.00 with payment coming from Water and Sewer Operations code 60-00-7121-3520.

RESULT: Passed (7 TO 0)

MOVER: Precinct 5 Cantey

SECONDER: Precinct 4` Higley

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

E. Agreement for Operation of Bladenboro Wastewater Treatment Plant - , City Attorney

Summary/Background of Subject Matter:

As part of the regionalization program whereby the City receives sewer from Bladenboro, the City will take over the operation of the Bladenboro WWTP. The attached agreement is designed to cover that transfer of the operation. The parties would sign when all is ready in that regard. There is a separate agreement which has not been finalized as to the remainder of the regionalization project.

Councilman Rising asked if there will be additional employees. Corey Walters, Interim Public Works Director, stated that we will be bringing on one operator. He will be a City employee but will remain at that location.

F. Lumberton Production Wells, 11, 12, and 13 Bids - Corey Walters, Public Works

Summary/Background of Subject Matter:

Interim Public Works Director Walters appeared before the Council and stated that The Lumberton Well Project (Production Wells 11, 12, and 13) was advertised for bids on April 1, 2026, in The Robesonian, with a bid opening scheduled for April 30, 2026. The Advertisement for Bids was also distributed through several plan rooms, including Dodge Construction Network, ConstructConnect, and The Wooten Company Plan

Room.

A pre-bid meeting was held on April 15, 2026, in the Community Room at Lumberton City Hall. The initial bid opening took place on April 30, 2026; however, fewer than three (3) bids were received.

As a result, the project was re-advertised on May 6, 2026, in The Robesonian, with a second bid opening held on May 14, 2026. Only one bid was received during the second solicitation.

After reviewing the bid results and current project costs, The Wooten Company recommends rejecting the sole bid received as it was not within the fund range budgeted for the project. The recommendation includes revising the project scope to reduce construction costs and rebidding the project in approximately five months in hopes of attracting greater contractor interest and obtaining more competitive pricing.

Staff Recommendation:

Public Works and The Wooten Company recommend rejecting the bid and revising the project to reduce cost and rebidding the contract in approximately 5 months.

RESULT: Passed (7 TO 0)

MOVER: Precinct 8 Thomas

SECONDER: Precinct 1 Rising

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

- G. 202 W. 15th Street - Revert zoning back to R7-Residential Single Family - ArTriel
Kirchner, Planning & Neighborhood Services

Summary/Background of Subject Matter:

On August 25, 2003, 202 W. 15th St. (3227-04-039) was rezoned to PCU B-3, family-oriented counseling center use only, with the condition that when this property is no longer being used as a counseling center, the property shall revert to R7 (residential-single family/Duplex) zoning district. The property is currently being used as a church. Therefore, we ask Council to revert the property back to its original zoning district, R-7. The current property owner, Southeastern Indigenous Investments, LLC Attn: Gabriel Micah Locklear, Manager, was notified by certified and first-class mail.

Staff Recommendation:

Approve the reversion from PCU-B-3 family-oriented counseling center only to R7 (residential-single family/Duplex) zoning district.

Councilman Douglas asked if it was originally built as a church and was the house

beside built as part of the church. Planning Director Dr. Kirchner stated that she is not sure if it was, but it has no relevancy to the property.

RESULT: Passed (7 TO 0)

MOVER: Precinct 6 Douglas

SECONDER: Precinct 8 Thomas

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

H. Budget Amendments - Wayne Horne, Hank Lewis, Finance

Summary/Background of Subject Matter:

Hank Lewis, Finance Director, appeared before the Council and stated that budget amendments will be needed for the year-end closing of fiscal year 2026. City Manager Wayne Horne and Finance Director Hank Lewis are requesting authorization to perform budget amendments for year-end.

Staff Recommendation:

Recommend that Council authorize the City Manager and Finance Director to perform budget amendments for year-end closing effective June 30, 2026.

RESULT: Passed (7 TO 0)

MOVER: Precinct 5 Cantey

SECONDER: Precinct 8 Thomas

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

I. Delinquent Receivables - Hank Lewis, Finance

Summary/Background of Subject Matter:

Hank Lewis, Finance Director, appeared before the Council and stated that a list of delinquent receivables is attached for review and consideration for write-off. This is standard accounting practice to write-off accounts receivable that are three years old and taxes receivable that are ten years old and continue our efforts to collect them.

Staff Recommendation:

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

J. ElectriCities - NC Railroad Grant - Brandon Love, City Manager

RESULT: Passed (7 TO 0)

MOVER: Precinct 5 Cantey

SECONDER: Precinct 4' Higley

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

Summary/Background of Subject Matter:

Deputy City Manager Brandon Love appeared before the Council and stated that the City of Lumberton has applied for and been awarded a site identification and evaluation grant from NC Railroad in conjunction with ElectriCities of North Carolina. The overall cost of the program is \$30,000 with the NC Railroad grant funding \$15,000 and ElectriCities paying the balance of \$15,000. The intention of this project is to identify potential rail sites within the City of Lumberton, which are currently served by Public Power, for the purposes of economic development. North Carolina has indicated that certified rail sites are highly desirable by companies looking to locate within the state. ElectriCities will contract with The Timmons Group on behalf of the City of Lumberton to identify and evaluate these potential rail sites.

Staff Recommendation:

Staff recommends that City Council accept the \$15,000 NC Railroad grant and authorize the execution of the necessary grant documentation.

RESULT: Passed (7 TO 0)

MOVER: Precinct 5 Cantey

SECONDER: Precinct 4' Higley

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

- K. Five Mile Branch - CDDL No Cost Extension - Brandon Love, City Manager

Summary/Background of Subject Matter:

Deputy City Manager Brandon Love appeared before the Council and stated that on June 7, 2023, the Lumberton City Council approved a project administration agreement with the NCSU Coastal Dynamics Design Lab (CDDL) to administer the \$2.8 million North Carolina Land and Water Fund Grant. This project is proceeding well, with property acquisitions complete and the schematic site design underway. Because of the complexity of the project, the period of performance has been extended through August 2027. In order to more closely align with the project parameters, a "No Cost Extension" to the contract with CDDL is being requested. Once approved, the NCSU Coastal Dynamics Design Lab's administration agreement shall be extended to August 10, 2027, at no additional cost to the City of Lumberton.

Staff Recommendation:

Approve the No Cost Extension (NCE) with the NCSU Coastal Dynamics Design Lab through August 10, 2027.

RESULT: Passed (7 TO 0)

MOVER: Precinct 1 Rising

SECONDER: Precinct 4` Higley

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

- L. Meadow Branch - CDDL No Cost Extension - Brandon Love, City Manager

Summary/Background of Subject Matter:

Deputy City Manager Brandon Love appeared before the Council and stated that on September 8, 2025, the Lumberton City Council approved a project administration agreement with the NCSU Coastal Dynamics Design Lab (CDDL) to administer the various grant funds associated with the Meadow Branch Stream Restoration. This project involves property acquisitions, stream restoration, and greenway improvements along the Meadow Branch canal, adjacent to the Best Drive/Highland Avenue neighborhood. The City of Lumberton has a pending HMGP grant application, a re-released \$1.9 million BRIC grant and a \$600k NCEM allocation for engineering which is currently underway. The period of performance has been extended through January 2027. In order to more closely align with the project parameters, a "No Cost Extension" to the contract with CDDL is being requested. Once approved, the NCSU Coastal Dynamics Design Lab's administration agreement shall be extended to January 29, 2027, at no additional cost to the City of Lumberton.

Staff Recommendation:

Approve the No Cost Extension (NCE) with the NCSU Coastal Dynamics Design Lab through January 29, 2027.

RESULT: Passed (7 TO 0)

MOVER: Precinct 3 - Mayor Pro Team Carroll

SECONDER: Precinct 2 Robinson

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

- M. Reappointment(s) to ABC Board - Holt Moore, City Attorney

Summary/Background of Subject Matter:

City Attorney Holt Moore stated that the terms of Alexis Jacobs and Mr. Richard Pait are due to expire this month. The ABC Board is asking the City Council to reappoint Alexis Jacobs and Richard Pait to the Board with a three-year term to expire in June 2029.

Staff Recommendation:

Consider reappointment(s) to ABC Board.

Summary/Background of Subject Matter:

The terms of Alexis Jacobs and Mr. Richard Pait are due to expire this month. The ABC Board is asking the City Council to reappoint Alexis Jacobs and Richard Pait to the Board with a three-year term to expire in June 2029.

Staff Recommendation:

Consider reappointment(s) to ABC Board.

RESULT: Passed (0 TO 0)

MOVER: Precinct 5 Cantey

SECONDER: Precinct 8 Thomas

AYES: None

ABSTAIN: None

- N. Declare Parcel No. 324002020 Surplus & Authorize Sale. - , City Attorney

Summary/Background of Subject Matter:

City Attorney Holt Moore stated that tax parcel number 324002020, or 508 Lumbee Street, a vacant lot, was purchased by the City through tax foreclosure. An adjacent property owner is interested in purchasing and staff recommends selling to return the parcel to the tax rolls. Staff recommends Council declare the parcel surplus, and authorize staff to obtain the best price possible by sealed bid.

Staff Recommendation:

Adopt a Resolution declaring tax parcel number 324002020, 508 Lumbee Street as surplus and authorize staff to obtain the best price by sealed bid.

RESULT: Passed (0 TO 0)

MOVER: Precinct 4` Higley

SECONDER: Precinct 3 - Mayor Pro Team Carroll

AYES: None

ABSTAIN: None

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

Summary/Background of Subject Matter:

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

Staff Recommendation:

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.

RESULT: Passed (7 TO 0)

MOVER: Precinct 1 Rising

SECONDER: Precinct 8 Thomas

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

- P. P2 — Request \$200 of CRF to be given to Greater Chrysolite Church for Vacation Bible School

Summary/Background of Subject Matter:

Councilwoman Robinson would like to designate \$200 to Greater Chrysolite in support of the Vacation Bible School in Precinct 2 from July 6 - 10.

Staff Recommendation:

Approve the designation of \$200 CRF as indicated above. Make check payable to: Greater Chrysolite AME Zion Church, 1307 Meadow Road, Lumberton, NC.

RESULT: Passed (7 TO 0)

MOVER: Precinct 2 Robinson

SECONDER: None

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

- Q. Approve the designation of \$300 for the Juneteenth Celebration as follows: P5–P6 \$150 each. - Wayne Horne, City Manager

Summary/Background of Subject Matter:

Members of Council Cantey and Douglas would like to designate \$150 each for the Juneteenth Celebration.

Staff Recommendation:

Approve the designation as follows:

P1 - \$100 P2 - \$100 P3 - \$1100 P4 - \$100 P5 - \$150 P6 - \$150 P7 - \$100 P8 - \$00 for a total of \$900.00.

RESULT: Passed (7 TO 0)

MOVER: Precinct 5 Cantey

SECONDER: Precinct 6 Douglas

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

- R. Gridiron Camp — Lumberton High School Registration June 27, 2026 - Owen Thomas, City Council

Summary/Background of Subject Matter:

Councilman Thomas requests \$250 of CRF for the Gridiron Camp sponsored by Vontae Leach with registration on Saturday, June 27, 2026.

Staff Recommendation:

Approve the designation of \$1,000 of CRF for the Gridiron Camp as follows: P1 - \$100 P2 - \$50 P3 - \$100 P4 - \$100 P5 -- \$100 P6 - \$100 P7 - \$100 P8 - \$250 and Mayor - \$100 for a total of \$1,000.00.

RESULT: Passed (7 TO 0)

MOVER: Precinct 8 Thomas

SECONDER: Precinct 2 Robinson

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Owen Thomas

ABSTAIN: None

VIII. Adjournment

[MIN_SIGNATURES]



CITY OF LUMBERTON

CITY COUNCIL

MINUTES • JUNE 22, 2026

Regular Meeting

Council Chambers

9:00 AM

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

I. Call to Order

- A. Invocation – Councilman Carroll
- B. Pledge of Allegiance – Councilman Cantey

II. Public Hearings

- A. Proposed 2026-2027 Fiscal Year Budget - Wayne Horne, City Manager

Mayor Davis opened the public hearing to consider the adoption of the FY2026/2027 Municipal Operating and Capital Budget. City Clerk Mitchell-McIntosh presented the Affidavit of Publication showing that it was advertised in the Robesonian.

City Manager Wayne Horne stated that the proposed 2026-2027 Fiscal Year Budget was presented to the City Council on Monday, June 8, 2026, Budget Workshop.

* NCGS 159-12 requires no earlier than 10 days after the budget is presented that City Council hold a public hearing to allow for public comments on the proposed budget before it is adopted.

* The proposed budget has been placed in; the City Clerk's Office, the East Lumberton Resource Center, Dr. Robert L. Jones Resource Center, and Robeson County Public Library.

Notice of the public hearing was advertised in the Robesonian.

Several Council members, Cantey and Rising, along with others expressed their gratitude to the City staff and employees for all the hard work they do.

RESULT: Passed (8 TO 0)

MOVER: Precinct 5 Cantey

SECONDER: Precinct 7 Chavis

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey,

Alfred Douglas, Eric Chavis, Owen Thomas
ABSTAIN: None

III. Agenda Items

A. Change Order Request for AMI Project - Greg Prevatte`, Corey Walters, Electric Utilities

Corey Walters, Public Works Interim Director, along with City Attorney Moore, provided an overview of changes made to the Advanced Metering Infrastructure (AMI) Project related to electric and water meters and installation quantities. These modifications resulted from adjustments identified during project implementation and have required revisions to the original scope outlined in the Request for Proposals (RFP).

As the project progressed, additional electric service locations were identified, resulting in an increase in the number of electric meters required. At the same time, the scope of water meter installations was adjusted to reflect current system needs.

The following meter changes were made:

- Electric: Addition of 1,207 electric meters
- Water: Reduction of 10 large water meters

The following installation quantity adjustments were made:

- Water meter installations decreased by 889 meters
- Electric meter installations increased by 1,207 meters

As a result of these modifications, the project reflects a net cost increase of \$95,199.62.

These changes are necessary to ensure the AMI Project accurately reflects the number of meters needed and supports the City's long-term utility infrastructure goals. Approval of this change order will allow the project to proceed in accordance with the updated requirements.

During the discussion regarding the Advanced Metering Infrastructure (AMI) project and the installation of water and electric meters that were not included in the initial deployment, Councilman Cantey asked which master list was used, expressing concern about how so many meters were missed.

City Manager Horne explained that some of the omitted meters were associated with new housing developments on Dunn Road that were not yet online when the project began. He further stated that the additional cost would be covered by the project's contingency fund and remain well within the budgeted contingency amount.

Councilman Carroll asked whether the customers associated with the missed meter installations had also not been billed for utility services.

Councilman Rising commented that the additional meters likely include accounts where residents have moved out and the meters had not yet been replaced or updated.

RESULT: Passed (8 TO 0)

MOVER: Precinct 7 Chavis

SECONDER: Precinct 5 Cantey

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Eric Chavis, Owen Thomas

ABSTAIN: None

- B. Declare discarded electrical equipment from I-95 surplus for negotiated sale - , City Attorney

Attorney Holt Moore stated that EUD has some scrap wire and a break switch which was taken out with the I-95 project and they would like to sell and dispose of those.

Staff Recommendation: Declare equipment surplus for sale.

RESULT: Passed (8 TO 0)

MOVER: Precinct 1 Rising

SECONDER: Precinct 3 - Mayor Pro Team Carroll

AYES: Leroy Rising, Melissa Robinson, John Carroll, Karen Higley, John Cantey, Alfred Douglas, Eric Chavis, Owen Thomas

ABSTAIN: None

IV. Adjournment

[MIN_SIGNATURES]

Lumberton City Council

Item: VI.B.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 06/10/2026

Subject: Ratify the Designation of \$1,100 of Community Revitalization Funds to Sandy Grove Baptist Church Vacation Bible School

Summary/Background of Subject Matter:

Councilman Cantey requested CRF to be designated for a United Vacation Bible School held at Sandy Grove Baptist Church, 1601 MLK Jr. Drive.

Staff Recommendation:

Ratify the allocation of CRF as follows: P1 - \$100 P2 - \$200 P3 - \$100 P4 - \$100 P5 - \$200 P6 - \$200 P7 - \$100 and P8 - \$100 for a total of \$1,100.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: VI.C.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 06/10/2026

Subject: Ratify the Allocation of \$900 of CRF to Godwin Heights Summer Camp

Summary/Background of Subject Matter:

Councilman Rising requested \$200 of CRF to be given to Godwin Heights for its Summer Camp.

Staff Recommendation:

Ratify the allocation of \$900 of CRF as follows: P1- \$200 P2 - \$100 P3 - \$100 P4 - \$100 P5 - \$100 P6 - \$100 P7 - \$100 P8 - \$100 for a total of \$900.00.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: VI.D.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Manager

Submission Date: 06/10/2026

Subject: Ratify Authorizing Electricities to Proceed With the Wholesale Electric Rates Study at a Cost of \$28,900

Summary/Background of Subject Matter:

Staff recently met with Rick Vander Maas, Rate and Settlement Specialist with Electricities, to discuss Dukes' adjustments in wholesale electric rates. There was a 3.5% adjustment in FY25 that we were able to absorb, through credits received from the final settlement of asset buyout. The path forward and its impact on the member cities is a concern and the reason we need to move forward with the rate study that Council discussed in the current year's budget. The projected wholesale electric rate adjustments are: FY26, 4.5%; FY27, 5.5%; FY28, 4.5%; FY 9, 4.5%. The study would address these adjustments and look at the allocation of costs between classes of customer, residential, commercial and industrial. Duke currently has a rate adjustment proposal before The NC Utility Commission that, if approved, would increase their retail residential rates for 1,000 Kw \$28.06 per month in the first year and \$6.59 in the second year.

Staff Recommendation:

Ratify Council's approval to authorize Electricities to proceed with the rate study at a cost of \$28,900 with a completion time of 3-6 months.

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: City Manager

ATTACHMENTS:

None

Lumberton City Council

Item: VI.E.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Manager

Submission Date: 07/07/2026

Subject: Ratification of Approval for Acceptance and Closeout of CDBG Grant Awards and Additional Funding

Summary/Background of Subject Matter:

Staff requested Council's approval of the following matters:

Community Development Block Grant (CDBG) Actions

1. Approval to close out CDBG Grant No. 20-D-3636 in the amount of \$3,500,000, as requested by the North Carolina Department of Commerce.
2. Acceptance of the award letter for CDBG Grant No. 19-D-3654 in the amount of \$1,500,000, and approval to open and subsequently close the grant in accordance with the requirements of the North Carolina Department of Commerce.

CSX Additional Funding Request

Staff is also requesting Council approval of the following items related to the Floodgate (CSX) project so that an application for additional funding can be submitted before the end of the day:

1. Approval of the request for an additional \$600,000 to cover:
 - Signal and Communication work;
 - Track work; and
 - Contract work.
2. Approval of the Administrative Contract with McGill & Associates in the amount of \$150,000 (10%) for project administration services.

Staff Recommendation:

Ratify the approval of Council on the matters as stated above.

City Manager's Comments:

Signature:

Department: City Manager

ATTACHMENTS:

1. - CSX - NC0979 Supp FAE 260618

2. 4702 - Lumberton_Agreement_for_Grant_Admin_Services_CDBG-NR_19-D-3654_07022026
3. Lumberton_Funding_Approval_CDGBNR_07022026

ESTIMATE SUBJECT TO REVISION AFTER: 6/10/2027		DOT NO.: 631024F
CITY: Lumberton	COUNTY: Robeson	STATE: NC
DESCRIPTION: Supplemental request for additional flagging, CEI services, track work and signal work in connection with Proposed Flood Gate installation across VFW Road and CSXT (adjacent to I-95)		
DIVISION: Carolinas	SUB-DIV: Wilmington	MILE POST: SE 295.19
AGENCY PROJECT NUMBER: West Lumberton Flood Gate		

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$	50,000
Subtotal	\$	50,000

CONSTRUCTION ENGINEERING/INSPECTION:

Contracted & Administrative Engineering Services	\$	175,350
Subtotal	\$	175,350

FLAGGING SERVICE: (Contract/CSX Labor)

Engineering Labor (Foreman/Inspector/Flagman)	202	Days @	\$ 700.00	\$	141,400
Additive	240.40%	(Engineering Department)		\$	339,926
Subtotal				\$	481,326

<u>SIGNAL & COMMUNICATIONS WORK:</u>	\$	262,078
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<u>TRACK WORK:</u>	\$	174,467
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<u>CONTRACT WORK:</u>	\$	-
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<u>PROJECT SUBTOTAL:</u>	\$	1,143,220
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<u>CONTINGENCIES:</u> 10.00%	\$	114,322
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<u>PROJECT TOTAL:</u>	*****	\$	1,257,542
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<u>CURRENT AUTHORIZED BUDGET:</u>	*****	\$	672,641
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<u>TOTAL SUPPLEMENT REQUESTED:</u>	*****	\$	584,901
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DIVISION OF COST:

Agency	100.00%	\$	584,901
Railroad	0.00%	\$	-
		\$	584,901

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: Benesch - JT

Approved by: _____ CSXT Public Project Group

DATE: 06/10/26

REVISED: _____

DATE: _____

AGREEMENT FOR CONSULTING SERVICES

This AGREEMENT, made and entered into this the 2nd day of July 2026, by and between **City of Lumberton** (OWNER) and **McGill Associates, P.A.** (CONSULTANT).

WHEREAS, the OWNER, through an advertised, qualifications-based selection process, has selected and desires to retain CONSULTANT to provide services for the accomplishment of certain TASKS toward the accomplishment of the Project entitled **City of Lumberton, NC Department of Commerce, Rural Economic Development Administration, CDBG- NR Floodgate Project**, which has been assigned as generally described in Attachment "A", and

WHEREAS, the CONSULTANT desires to provide grant administration services in accordance with this Agreement, which is being funded by a CDBG-NR grant, and therefore the conditions included in Attachment "C" apply;

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The CONSULTANT shall:

- 1.1 The CONSULTANT shall, as directed by the OWNER, provide professional consulting services for the OWNER in all phases of the Project; serve as OWNER's professional consulting representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder. The CONSULTANT shall designate a representative to be the central point of contact with the OWNER during the work included herein.
- 1.2 The CONSULTANT shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the CONSULTANT or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services. None of the services covered by this Agreement shall be subcontracted without the prior approval of the OWNER.
- 1.3 The CONSULTANT shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.4 The CONSULTANT shall comply with all existing federal, state, and local laws and regulations regarding equal employment opportunity. The CONSULTANT is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

ITEM	SCHEDULE
1. Attend all program Workshops and Training.	
2. Assist the City in developing and/or revising Compliance Documents and Plans, including but not limited to: a) Equal Opportunity and Procurement Plan, b) Uniform Relocation Assistance and Real Property Acquisition Policy, c) Energy Consideration and Production Act, d) Compliance with Local Construction Requirements, e) Title VI of the Civil Rights, f) Age Discrimination, g) Executive Order 13166 – Improving Access to Services for Person with limited English Proficiency, h) Title exemption for Religious Organizations, i) Conflict of Interest and Ethics Statement, j) Compliance Procedures, k) Procurement-related Conflict of Interest, l) Code of Conduct Resolution, m) Labor Standards Compliance n) Section 504 Self-evaluation Survey and Transition Plan, o) Section 504 ADA Grievance, and Transition Plan, and p) Complaint, Grievance, and Compliance Statement.	
3. Maintain all official Grant records and project management files.	On-going
4. Coordinate with City for the solicitation of contractor for construction and other sub-contract as required.	On-going
5. Document and Report Minority and Female, and Local Contractor Solicitation and Participation . .	On-going
6. Complete the Pre-construction Conference and Meeting Minutes with Engineering Firm	Complete
7. In coordination with the City's Project Manager, complete site monitoring, review and approval of all change orders, and process all requests for payments	On-going
8. Complete all Davis Bacon Requirements including: a. Secure Wage rates, b. Complete Employee Interviews, and c. Review all Payroll Reports.	On-going
9. Assist in resolving and responding to citizens' complaints,	On-going

concerns and questions.

10. Assist City Staff in responding to CDBG-NR questions and/or procedures On-going
 - a. Contact for questions/procedures,
 - b. Interpretation of regulations and bulletins,
 - c. Preparation for monitoring visits and responding to findings,
 - d. Preparation of required reports, financial requisitions, and reports in conjunction with the City's financial staff, including annual report.
11. Prepare all required reports for City review and submission: On-going
 - a. Performance Reports,
 - b. Labor Standards Reports,
 - c. Annual Debarment Report,
12. Prepare all Funding Requisition for City review and submission: On-going
 - a. Review all Invoices and Pay Requests,
 - b. Review all Required Timesheets, and
 - c. Create and Process all CDBG-NR Reimbursements.
13. Prepare grant closeout documents and closeout procedure for the City review and submission. On-going

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the CONSULTANT will furnish or obtain from others additional services of the following types, which are not considered Basic Services under this Agreement.

- 3.1** Services outside of those specifically noted in Section 2 of this Agreement.
- 3.2** If the duration of the project extends beyond the TERM of this Agreement, as detailed in Section 5, CONSULTANT shall be compensated for Additional Services based on mutual agreement.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Resolving and responding to citizens' complaints, concerns, and questions.
- 4.2 Review and execute requisition reports for NC Department of Commerce (CDBG-NR).
- 4.3 Provide full information as to the requirements for the Project. Assist the CONSULTANT by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to the evaluation, design, and construction of the Project.
- 4.4 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.5 Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform his services under this Agreement.
- 4.6 Managing financial requisition, reporting, and audit requirements. Arranging for annual audit and final audit for the project. Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.7 Furnish, or direct the CONSULTANT to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.8 Bear all costs incident to compliance with the requirements of this Section 4, except where CONSULTANT may assume responsibility for the same by agreement of the parties in advance of incurring any such costs.

SECTION 5 - PERIOD OF SERVICES

- 5.1 It is understood that work under this Agreement will commence upon execution and is expected to end upon completion of project closeout or the end of the funding contract, currently set to March 11, 2027, or as may be amended from time to time ("TERM").
- 5.2 Unless this Agreement has been terminated as provided in paragraph 7.1, the CONSULTANT will be obligated to render services hereunder during the TERM. The CONSULTANT may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving written authorization to proceed, the CONSULTANT shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.3 If the Project is delayed significantly for reasons beyond the CONSULTANT's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE CONSULTANT

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER agrees to pay the CONSULTANT for Basic Services as outlined in Section 2 the following lump sum fees, inclusive of all reimbursable expenditures.
Grant Administration \$150,000.00

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the CONSULTANT for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the CONSULTANT assigned to the Project in accordance with the attached CONSULTANT's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the CONSULTANT's monthly statements for services rendered under this Agreement.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the CONSULTANT on account of his services and expenses within sixty days after receipt of the CONSULTANT's bill therefor, the CONSULTANT may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the CONSULTANT on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the CONSULTANT shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the CONSULTANT will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work designed or specified by the CONSULTANT, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the CONSULTANT shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if the CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing ten (10) days written notice to the CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days the CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the CONSULTANT shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 INSURANCE AND CLAIMS

- 7.2.1 The CONSULTANT shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Such insurance shall be provided by Insurer(s) satisfactory to the OWNER, and evidence of such insurance in the form of an industry-standard ACORD Certificate of Insurance satisfactory to the OWNER shall be delivered to the OWNER on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall require that the OWNER be given written notice at least thirty (30) days in advance of any modification or termination of any insurance coverage.
- 7.2.2 AUTOMOBILE LIABILITY – Bodily injury and property damage liability insurance shall be carried covering all owned, non-owned, and hired automobiles for a limit of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence.
- 7.2.3 COMMERCIAL GENERAL LIABILITY – Bodily injury and property damage liability shall be carried to protect the CONSULTANT performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this agreement, whether such operations are performed by CONSULTANT or anyone directly or indirectly working for or on CONSULTANT'S behalf. The amounts of such insurance shall not be less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$2,000,000. This insurance shall include coverage for product / completed operations liability, personal and advertising injury liability, and contractual liability.

7.2.4 **WORKERS' COMPENSATION** – Workers' Compensation Insurance coverage shall be carried meeting the statutory requirements of the State of North Carolina, even if the CONSULTANT is not required by law to maintain such insurance. Said Workers' Compensation Insurance coverage shall have at least the following limits of Employer's Liability coverage - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

7.2.5 **EXCESS / UMBRELLA LIABILITY** – Excess or Umbrella Liability coverage shall be carried providing coverage above the above stated limits of Automobile Liability, Commercial General Liability, and Workers' Compensation (Employer's Liability) in an amount of not less than \$3,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$3,000,000.

7.3 **SUCCESSORS AND ASSIGNS**

The OWNER and the CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the CONSULTANT will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the CONSULTANT.

7.4 **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

7.5 **SEPARABLE PROVISION**

Should any provision of this Agreement be held to be judicially unenforceable for any reason, the remaining provisions shall have full force and effect.

7.6 **NOTICES**

- a. All notices to the City shall be sent to:
Brandon Love
Deputy City Manager
City of Lumberton
500 North Cedar Street
Lumberton, NC 28358
910-671-3806
blove@lumberton.nc.us.us

- b. All notices to CONSULTANT shall be sent to:
Michael Hanson
Principal/Regional Manager
McGill Associates, PA
5400 Trinity Road, Suite 107
Raleigh, NC 27607
919-378-9111
michael.hanson@mcgillassociates.com

7.7 DESIGNATED AGENTS

- a. The designated agent for contact and all matters related to this Agreement for the City:
Corey Walters
Interim Public Works Director
City of Lumberton
500 North Cedar Street
Lumberton, NC 28358
910-671-3806
blove@lumberton.nc.us.us
- b. The designated agent for contact and all matters related to this Agreement for McGill Associates:
Karen A. Kiehna
Client Relations - Funding
McGill Associates
55 Broad St.
Asheville, NC 28801
828-252-0575
karen.kiehna@mcgillassociates.com

7.8 SAFETY

The parties hereby acknowledge that safety issues are of key importance to the City and therefore CONSULTANT agrees to comply with all applicable safety policies and procedures of CONSULTANT, as well as those that are standard in the industry or service that is the subject of this Agreement, and CONSULTANT hereby agrees to fully indemnify City and hold it harmless for any claims, liabilities, debts, or causes of action arising from CONSULTANT'S actions or inactions that are outside of the scope of this limited authority.

7.9 E-VERIFY PROVISION

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the CONSULTANT named below and the CONSULTANT'S sub-Consultants, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25

employees in North Carolina to verify the wo. authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

7.10 INDEMNIFICATION

- a. To the extent allowed by law, the CONSULTANT agrees to indemnify, hold harmless and defend the City as well as its directors, officers, employees, and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the CONSULTANT or its employees or agents in performing or failing to perform any of its obligations under this Agreement.
- b. To the extent allowed by law, the City agrees to indemnify, hold harmless and defend the CONSULTANT as well as its directors, officers, employees, and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the City or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

7.11 SEVERABILITY

The provisions of this Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

7.12 EXCUSABLE DELAY

If performance of service is affected by causes beyond ENGINEER control, project schedule and compensation shall be equitably adjusted.

7.13 CHOICE OF LAW

This Agreement shall be governed by the internal laws of the State of North Carolina.

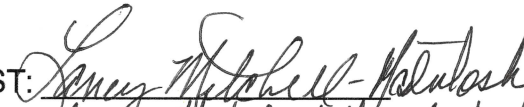
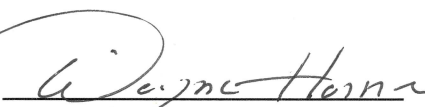
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGill ASSOCIATES, PA.

By: 
Michael Hanson
Principal/Regional Manager

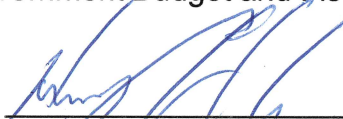


CITY OF LUMBERTON

ATTEST:  By: 
Lucy Mitchell-McIntosh Wayne Horne
City Clerk City Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: 
Henry G. Lewis, Sr.
Finance Director

APPROVED AS TO LEGAL FORM:

By: 
City Attorney

ATTACHMENT "A"
PROJECT UNDERSTANDING
City of Lumberton Floodgate Project

Project Description

The City of Lumberton - CDBG-NR project includes construction of a permanent floodgate system to prevent flooding to area businesses and protect critical infrastructure to major industries in the Lumberton area.

This project is being funded by a Community Development Block Grant – Neighborhood Revitalization grant \$1,500,000. Project benefit area Census Tracts 9606.01, 9606.02, 9607.01, 9608.01, 9608.02, 9609, 9610, 9611, 9612, 9613.01, 9613.02 Block Groups 1,2/1/2/1,2/1,2/1.2,3/1/1/1,2/4,5 with a low- to moderate-income rate of 52.40%, or 10,060 of a total project area population of 19,205, which exceeds the HUD 51% Low-and Moderate-income persons base line.

ATTACHMENT "B"
STANDARD RATE AND FEE SCHEDULE

Professional Fees	I	II	III	IV
Senior Principal	\$ 345			
Principal – Regional Manager – Director	\$ 275	\$ 290	\$ 2315	\$ 325
Planner – Consultant – Designer	\$ 145	\$ 160	\$ 180	\$ 200
Grant Administrator	\$ 135	\$ 150	\$ 160	\$ 170
Environmental Specialist	\$ 115	\$ 125	\$ 130	\$ 135
Administrative Assistant	\$ 90	\$ 100	\$ 110	\$ 125

1. EXPENSES

Mileage – \$0.75/mile

Robotics / GPS Equipment – \$35/hr.

Aquatic Surveying Equipment – Vessel \$250/day.

Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES

Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plusten (10) percent.

ATTACHMENT "C"
REQUIRED SUPPLEMENTARY CLAUSES, TERMS AND CONDITIONS

1. Conflict of Interest (2 CFR Part §200.318 General procurement standards)

Interest of Members, Officers, Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

2. Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

3. Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

No qualified person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

4. Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability

No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

5. Access to Records and Record Retainage Clause

- a. In general, all official project records and documents must be maintained during the operation of this project and for a period of five (5) years following closeout in compliance with 24 CFR §570.490.
- b. The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Environmental Quality, or any of their

duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

6. Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

7. Legal Remedies Provision and Termination Provision

- a. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts under Federal Awards Contracts. Other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
 - i. If, for any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination fifteen days before such effective date. During the fifteen-day notification period, the Consultant shall have the opportunity to remedy any failures or violations to avoid

termination of the Contract. If termination occurs, the Consultant shall be entitled to receive just and equitable compensation for all satisfactory work completed.

- b. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts under Federal Awards. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
 - i. If, for any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination fifteen days before such effective date. During the fifteen-day notification period, the Consultant shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Consultant shall be entitled to receive just and equitable compensation for all satisfactory work completed.
 - ii. If, for any reason which is beyond control of the Consultant, it is unable to fulfill the obligations under this Contract, the City shall have the right to terminate the contract by giving 30 days' notice to the to the Consultant. If termination occurs, the Consultant shall be entitled to receive just and equitable compensation for all satisfactory work completed.

8. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this contract which the City requests to be kept confidential shall not be made available to any individual or organization other than the City, unless the Consultant is required by law to make said item or items available.

Further, the parties acknowledge and agree that the very nature of an independent contracting relationship exposes the City to an even greater risk of improper disclosure of confidential information. Therefore, Consultant agrees not only not to disclose any of this information, but to take all measures necessary to ensure that an inadvertent disclosure of such information is not possible.

9. Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to

ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

10. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- b. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



Community Development Block Grant Neighborhood Revitalization Program Funding Approval

1. Name and Address of Recipient

City of Lumberton
500 Ceder Street
Lumberton, North Carolina 28359

2. Grant Number and Funding Approval Date

Grant Number: **20-C-3636 / 20-D-3636/19-D-3654**
Date of Original Funding Approval: 2/4/2022
Date of Amended Funding Approval: 6/25/2025
Date of Amended Funding Approval: 6/25/2026

3. Approved Projects

	Approved Amount
C1 City of Lumberton CDBG NR Housing Project	\$950,000.00
C1 City of Lumberton CDBG NR Flood Gate (1 st Request)	\$3,500,000.00
C1 City of Lumberton CDBG NR Flood Gate (2 nd Request)	\$1,500,000.00
Total Grant Award	\$5,950,000.00

4. Funding Approval Condition

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project(s) listed in item (3) above:

A. Administration Contracts/Inter-local agreements Condition:

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

B. Use of Experienced CDBG Administrator:

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

C. Performance Based Contract Condition:

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to REDD one copy of the properly completed Performance Based Contract signed by the CEO.

D. Section 3 Requirements:

No funds may be obligated or expended in any project activity except for the administration activity, if applicable, until the recipient provides a statement to REDD on its letterhead acknowledging receipt of the new Section 3 requirements for CDBG grants.

5. Signature of Authorized Official

Signed by:

0703BA80299D413...

Name

Lorenzo S. Claxton

CDBG Director

Title

29-Jun-2026

Date

6. Signature of Authorized Local Official


Bruce W. Davis

Name

Mayor

Title

02-July-2026

Date

Lumberton City Council

Item: VII.A.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Police

Submission Date: 07/10/2026

Subject: Permission to apply for *the Lumberton Community Safety and Behavioral Health Resilience Grant*

Summary/Background of Subject Matter:

The Lumberton Crisis Response and Stabilization Mobile Team, a primary collaboration of Lumberton Police Department and qualified staff from the NC Youth Violence Prevention Center, will reduce reliance on law-enforcement-only response, improve outcomes for individuals and families experiencing behavioral health crises, and strengthen Lumberton's broader crisis continuum. This is a five-year grant, with a proposal of \$750,000.00 per year.

Staff Recommendation:

It is recommended that permission be granted to apply for the Lumberton Community Safety and Behavioral Health Resilience Grant.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: Police

ATTACHMENTS:

1. Grnt attachment 071026

Lumberton Community Safety and Behavioral Health Resilience Grant

1. Lumberton Community Safety and Behavioral Health Resilience Partnership – 5 years \$750,000 per year. The Lumberton Behavioral Health and Community Safety Partnership will reduce the behavioral health impacts of crime, violence, and disorder in Lumberton, North Carolina by building a coordinated city-led coalition that links public safety, behavioral health, recovery support, youth-serving systems, workforce development, faith partners, and community organizations. Lumberton is a small city in Robeson County, a Tier 1 rural county with persistent poverty, severe behavioral health provider shortages, and violent crime rates far above state benchmarks. The proposed project will focus on youth and young adults ages 14-24, and their families, who have been exposed to violence, impacted by crime or disorder, disconnected from school or work, referred by police/court/school/community partners, or identified through outreach as needing behavioral health support, recovery and resilience support, or employment stabilization. The City of Lumberton will serve as the eligible applicant and accountable funded entity. NC-YVPC will serve as a defined subrecipient responsible for CPSS-led community safety navigation, behavioral health screening and referral, post-trauma response, Passport to Success employment stabilization, community outreach, and performance data support. The project will establish a Behavioral Health and Community Safety Coalition within three months, execute MOUs within six months, complete a Community Needs and Resources Assessment within six months, develop a Community Strategic Plan within nine months, and begin integrated services within nine months. The model rebrands prior violence interrupter and credible messenger work as a Certified Peer Support Specialist (CPSS) and recovery/resilience navigation strategy that uses lived experience, structured supervision, referral protocols, and behavioral health partnerships to engage individuals who are least likely to seek office-based care. The project will serve 250 youth/young adults and family members in Year 1 and 350 annually in Years 2-5; contact at least 1,000 individuals annually through outreach; provide mental health, peer support, or recovery/resilience services to 250-350 individuals annually; train at least 250 community stakeholders annually; and sustain a citywide behavioral health and community safety infrastructure distinct from any existing system-of-care.

2. Lumberton Crisis Response and Stabilization Mobile Team – 4 years, \$750,000 per year. The City of Lumberton will establish the Lumberton Crisis Response and Stabilization Mobile Team, a behavioral-health-led mobile crisis partnership serving Lumberton, North Carolina. Lumberton is a small rural city in Robeson County with high poverty, transportation barriers, limited behavioral health access, overdose and suicide risk, and substantial exposure to crime, violence, and community trauma. Residents experiencing mental health or substance-use crises often rely on family members, law enforcement, EMS, hospital emergency departments, or no care at all rather than timely community-based crisis response.

The project will serve children, youth, adults, and families experiencing mental health or substance-use crises, including people with suicidal ideation, overdose risk, serious mental illness, co-occurring disorders, trauma reactions, grief, family conflict, housing instability, justice-system contact, or limited access to behavioral health care. The population planned to be served includes all age groups, with emphasis on residents who are least likely to access office-based care and most likely to experience law-enforcement-only response, emergency department use, involuntary commitment, or no follow-up after crisis.

The City of Lumberton will serve as applicant and grant-accountable entity. The NC Youth Violence Prevention Center will serve as the core behavioral health implementation subrecipient. The project will formalize partnerships with 988, Robeson County 911/PSAP, Lumberton Police, EMS/fire, hospitals, Trillium Health Resources/LME-MCO, crisis stabilization providers, outpatient mental health and substance-use providers, schools, DSS/public health, faith/community partners, veteran-serving resources, and recovery supports.

Grant activities will establish a mobile crisis team that provides rapid dispatch, clinical triage, in-person response when feasible, suicide and overdose screening, de-escalation, stabilization, crisis and safety planning, warm handoffs, transport coordination, and follow-up within 72 hours. The preferred response model will pair a licensed or credentialed behavioral health practitioner with a Certified Peer Support Specialist or crisis responder, with telehealth clinical backup when needed. The project will request a specialized, non-militarized mobile crisis vehicle suitable for rural response, privacy, documentation, telehealth connection, and community-based stabilization. The vehicle will not be used for routine law enforcement, surveillance, general municipal transportation, or non-project purposes.

Project goals are to: develop a Mobile Crisis Team Services Implementation Plan within four months; establish mobile crisis response capacity within six months; reduce reliance on law-enforcement-only response, emergency departments, arrest, jail, and involuntary commitment when safe and clinically appropriate; strengthen suicide and overdose screening, referral, and follow-up; execute written agreements or joint protocols with crisis-system partners; and implement continuous quality improvement and sustainability planning. By Year 2, the project will complete at least 350 mobile crisis responses annually, screen at least 85 percent of clinically appropriate encounters for suicide and overdose risk, and aim to resolve or link at least 60 percent of encounters to non-emergency-department community-based services when safe and clinically appropriate.

The project will collect SAMHSA-required performance measures and mobile crisis key performance indicators, including crisis contacts, mobile crisis responses, unduplicated individuals served, suicide-risk screenings, follow-up contacts, response times, referral origins, presenting concerns, safety incidents, law-enforcement diversions, disposition, referrals, and customer satisfaction. Data will be reviewed through CQI to improve response times, partner coordination, safety, linkage, follow-up, and sustainability.

Submitted by: Mr. Paul Smokowski, Ph.D., LCSW, TF-CBT
Executive Director
NC Youth Violence Prevention Center

Lumberton City Council

Item: VII.B.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Public Works

Submission Date: 07/08/2026

Subject: Lead Service Line Inventory Amendment #4

Summary/Background of Subject Matter:

Public Works has applied for and received 5 grants related to lead service inventories of water piping as required by the US EPA. These are related to a requirement for any water service installed prior to 1986 to be inspected to verify pip materials on each side of the meter. This amendment is for a current contract with the Wooten Company, who has been administering the work related to the previous 4 phases of this project. This amendment will allow the Wooten company to continue to perform the same administrative and field work for the newly awarded phase 5 part of this project.

This new amendment is for \$995,000.00, which will be paid for out the DWI grant which was \$1,000,000.00.

Staff Recommendation:

Public Works recommends council approval of the contract amendment #4 with the Wooten Company for the lead service inventory project, with funds being made available from the recently awarded phase 5 DWI grant.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: Public Works

ATTACHMENTS:

1. 260619 - Lumberton - Amendment 4 LSI Phase 5

AMENDMENT NO. 4
TO THE
ENGINEERING SERVICES AGREEMENT DATED OCTOBER 9, 2024
BETWEEN
THE CITY OF LUMBERTON
AND
THE WOOTEN COMPANY
FOR
LEAD SERVICE INVENTORY – PHASE 5
TWC Project 2799-DF

The following Amendment shall become a part of the Contract Agreement.

1. The work covered by the Amendment includes Field Investigation and Report Preparation services. Field Verification includes pothole excavation of approximately 1,386 water services in the Phase 5 portion of the City's water distribution system to comply with State and EPA requirements.

2. FEE SUMMARY

Description of Work	Original Contract Amount	Amend#1 Amount	Amend#2 Amount	Amend#3 Amount	Amend#4 Amount	New Total Contract
Historical Records Review	\$30,000					\$30,000
Field Work (Excavation, Potholing, Material Identification)	\$890,000	\$925,000	\$925,000	\$925,000	\$925,000	\$4,590,000
Data Entry	\$30,000	\$20,000	\$20,000	\$20,000	\$20,000	\$110,000
Field Coordination	\$15,000	\$20,000	\$20,000	\$20,000	\$20,000	\$95,000
Final Report	\$25,000	\$25,000	\$25,000	\$20,000	\$20,000	\$115,000
Funding Admin.	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Total Project Cost	\$1,000,000	\$1,000,000	\$1,000,000	\$995,000	\$995,000	\$4,990,000

3. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

CITY OF LUMBERTON

**LE WOOTEN & COMPANY dba
THE WOOTEN COMPANY**

Wayne Horne
City Manager

Date


W. Brian Johnson, PE
Vice President

 6/19/26
Date

PRE-AUDITED STATEMENT

This instrument has been pre-audited in a manner required by the Local Government Budget and Fiscal Control Act.

Print Name: Henry (Hank) G. Lewis, Jr.

Title: Director of Finance

By (Signature): _____

Date Signed: _____

Lumberton City Council

Item: VII.C.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Public Works

Submission Date: 07/09/2026

Subject: High Service Pump Motor Purchase

Summary/Background of Subject Matter:

Council has previously approved the purchase of a spare high service pump motor for the water treatment plant with a budget of \$40,000.00.

Public works staff have received a quote from American Pump Corp. in the amount of \$38,042.32 for the sole source item.

Staff Recommendation:

Public works recommends council approval of the purchase of a spare high service pump motor from American Pump Corp. in the amount of \$38,042.32 with funds being made available in the capital code of 60-00-8220-5860.

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: Public Works

ATTACHMENTS:

1. BP-50C31_20260709_100024



Glenn Vaught
843-618-8747
glenn@americanpumpcorp.com

2313 Laurens Circle
Florence S.C. 29501
www.americanpumpcorp.com

02/20/25

Lumberton WWTP
Lumberton N.C.

Attention Jim Bullock

Nidec 350HP Vertical solid Shaft high thrust
Frame 447zvpbz
1800RPM 460V 3Phase

Replacement Cost for Emerson 350 hp

	\$ 34854.00
Freight	\$ 400.00
S.C Tax	\$ 2788.32
Total	\$ 38042.32

Marked up extra 10% as requested

Lumberton City Council

Item: VII.D.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Public Works

Submission Date: 07/08/2026

Subject: Linkhaw Rd Rail Road Culvert Project Award

Summary/Background of Subject Matter:

The project was advertised on April 22, 2026, in The Robesonian for a bid opening of Tuesday, May 26, 2026. The Advertisement for Bids was also submitted to the following plan rooms: Dodge Company, Construct Connect, and The Wooten Company Plan Room.

On May 26, 2026 less than 3 Bids were received, so the project was re-advertised in The Robesonian on May 30 for a bid opening on June 10, 2026, in the City of Lumberton Community Room. The re-advertisement was issued to all plan holders, plan rooms and the Owner.

The Bid Opening for the Linkhaw Road Flood Mitigation project was held on Tuesday, June 10, 2026, and two (2) bids were received.

The following bids were received:

BCM Construction Management, Inc. of Lumberton, NC \$749,501.00

The Tara Group of Lumberton, Inc. of Lumberton, NC \$756,000.00

The bid received from BCM Construction Management, Inc. was considered non-responsible, as they lack the appropriate General Contractor classification. The Instructions to Bidders stated that the:

“Bidders must have a General Contractors license with one of the following classifications with a limitation appropriate to the bid amount.

1.

Classifications:

a.

Unclassified

b.

Highway

2.

Limitations ...”

The low bidder’s license did not have either Highway or Unclassified designation. The second low bidder pointed out this license discrepancy and through conversations with the NC Licensing Board for General Contractors they agreed that BCM’s license did not meet the requirement for Highway or Unclassified. The City may formally determine the low bidder is non-responsive and reject the bid on those grounds. In review of the license held by The Tara Group, it was verified they do have the Highway classification, therefore, the Bid submitted by The Tara Group of Lumberton, Inc. becomes the lowest responsible, responsive Bid.

The City of Lumberton received \$747,800 in financial assistance for a flood resiliency project

from the Division of Water Resources Water Resources Development Grant Program and The North Carolina Golden Leaf Foundation has awarded the City \$250,000 for the construction component of the project, for a total of \$997,800 in funding. Therefore the project costs are within the funded budget.

Staff Recommendation:

Based on all information included in this discussion, Public Works and The Wooten Company offers no objection to the rejection of the non-responsible bid received from BCM Construction Management, Inc. and to the award of the Linkhaw Rd. Flood Mitigation project to The Tara Group of Lumberton, Inc. of Lumberton, NC in the bid amount of \$756,000.00

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: Public Works

ATTACHMENTS:

1. 260617_Certified Bid Tab_2799-CR
2. 260617_Discussion of Bids_2799-CR
3. Notice of Award-260618

CERTIFIED BID TABULATION

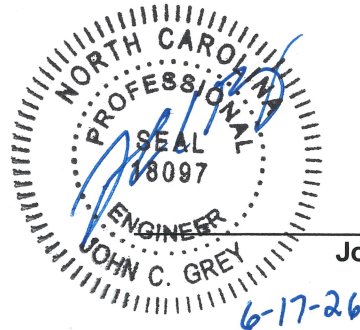
Lumberton – Linkhaw Road Flood Mitigation City of Lumberton

BID DATE/TIME: Tuesday, June 9, 2026 @ 2:00 pm

TWC No. 2799-CR

Contractors	Lic. #	Class	Bid Bond	Base Bid	Remarks
BCM Construction Management, Inc. 7801 S. Roberts Ave. Lumberton, NC 28358	109032	UL	5%	\$749,501.00	Contractor's license is classified as H and PU. Highway Classification was listed as required on Instructions to Bidders, so this Bid is being rejected
Tara Group, Inc. 2700 NC Hwy 72 West Lumberton, NC 28360	41562	UL	5%	\$756,000.00	Lowest Responsible, Responsive Bid

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 9th day of June 2026, in the Lumberton City Hall Community Room, located at 500 North Cedar St., Lumberton, NC 28358, and that all said bids were accompanied by either a certified check or bidder's bond except as otherwise noted.



John C. Grey, P.E.

Wooten

119 Brookstown Ave., Suite 100
Winston-Salem, NC 27101
License No. F-0115

DISCUSSION OF BIDS

CITY OF LUMBERTON

LINKHAW ROAD FLOOD MITIGATION

BIDS RECEIVED JUNE 10, 2026

TWC PROJECT 2799-CR

I. INTRODUCTION

The project was advertised on April 22, 2026, in *The Robesonian* for a bid opening of Tuesday, May 26, 2026. The Advertisement for Bids was also submitted to the following plan rooms: Dodge Company, Construct Connect, and The Wooten Company Plan Room.

On May 26, 2026 less than 3 Bids were received, so the project was re-advertised in *The Robesonian* on May 30 for a bid opening on June 10, 2026, in the City of Lumberton Community Room. The re-advertisement was issued to all plan holders, plan rooms and the Owner.

The Bid Opening for the Linkhaw Road Flood Mitigation project was held on Tuesday, June 10, 2026, and two (2) bids were received.

The Bid Opening results are the subject of this Discussion of Bids.

II. PROPOSAL REQUESTED

The following construction proposal was requested:

Removal and reinstallation of railroad , ballast and ties for installation of two (2) – 60 LF long 7' x 4' box culverts with concrete headwalls. Installation of bioswale and native grasses planted along existing channel.

No addenda were issued.

III. REVIEW OF PROPOSALS

The following bids were received:

BCM Construction Management, Inc. of Lumberton, NC	\$749,501.00
The Tara Group of Lumberton, Inc. of Lumberton, NC	\$756,000.00

The bid received from BCM Construction Management, Inc. was considered non-responsible, as they lack the appropriate General Contractor classification. The Instructions to Bidders stated that the:

“Bidders must have a General Contractors license with one of the following classifications with a limitation appropriate to the bid amount.

1. Classifications:

- a. Unclassified
- b. Highway

2. Limitations ...”

The low bidder's license did not have either Highway or Unclassified designation. The second low bidder pointed out this license discrepancy and through conversations with the NC Licensing Board for General Contractors they agreed that BCM's license did not meet the requirement for Highway or Unclassified. The City may formally determine the low bidder is non-responsive and reject the bid on those grounds. In review of the license held by The Tara Group, it was verified they do have the Highway classification, therefore, the Bid submitted by The Tara Group of Lumberton, Inc. becomes the lowest responsible, responsive Bid.

IV. PROJECT COST AND FUNDING

Considering the Bid submitted by The Tara Group of Lumberton, Inc. and other known expenses, we provide the following summary of project costs and funding:

Project Costs:

Low Bid	\$756,000.00
5% Contingency	\$37,800.00
Subtotal:	\$793,800.00
Engineering Services:	
Update Survey Data	\$2,000.00
Engineering Design and Permitting Services	\$30,280.00
Engineering H/H Analysis	\$10,000.00
Bidding and Negotiation Services	\$7,000.00
Construction Administration	\$41,000.00
Construction Observation	\$39,000.00
Grant Administration	\$30,600.00
Engineering Services Subtotal:	\$159,880.00
Total Project Cost	\$953,680.00

Project Funding:

The City of Lumberton received **\$747,800** in financial assistance for a flood resiliency project from the Division of Water Resources *Water Resources Development Grant Program* and The North Carolina Golden Leaf Foundation has awarded the City **\$250,000** for the construction component of the project, for a total of **\$997,800** in funding. Therefore the project costs are within the funded budget.

V. INFORMATION ON LOW BIDDER

The Tara Group of Lumberton, Inc. included with their Bid the required E-Verify Affidavit, Bid Bond, and MWBE Documentation. Attached is a copy of the License Detail from the NC Licensing Board for General Contractors.

VI. CONCLUSION

Based on all information included in this Discussion, The Wooten Company offers no objection to the rejection of the non-responsible bid received from BCM Construction Management, Inc.

and to the Award of the Linkhaw Road Flood Mitigation project to The Tara Group of Lumberton, Inc. of Lumberton, NC in the Bid amount of \$756,000.00.

This Discussion of Bids is respectfully submitted this 17th day of June 2026.



John C. Grey, P.E.

Attachments: Licensing Details

Verify License/Qualifier Search

Contact

Name
The Tara Group of Lumberton, Inc.

Address
2700 NC Hwy 72 West
Lumberton, NC 28360

Phone
9107398199

License

License #
L.41562

Account Type
License

First Issued Date
04/14/1998

Expiration Date
12/31/2026

Status
Active

License Limitation
Unlimited

Active Classifications

Highway
PU(Water Lines & Sewer Lines)
PU(Water Pur. & Sewage Disp.)

Qualifiers

Name	Qualifier #	Status
Charles David Andrews	Q.11930	Active
Timothy C. Arnette	Q.11929	Active

NOTICE OF AWARD

Date of Issuance: June 18, 2026	
Owner: City of Lumberton	Owner's Project No.: n/a
Engineer: The Wooten Company	Engineer's Project No.: 2799-CR
Project: Linkhaw Road Flood Mitigation	
Contract Name: Linkhaw Road Flood Mitigation	
Bidder: The Tara Group of Lumberton, Inc.	
Bidder's Address: 2700 NC Hwy 72 West, Lumberton, NC 28360	

You are notified that Owner has accepted your Bid dated Tuesday, June 10, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Removal and reinstallation of railroad , ballast and ties for installation of two (2) – 60 LF long 7' x 4' box culverts with concrete headwalls. Installation of bioswale and native grasses planted along existing channel.

The Contract Price of the awarded Contract is \$756,000.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): n/a

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Lumberton	Contractor: The Tara Group of Lumberton, Inc.
By (signature): _____	By (signature): _____
Name (print): <u>Corey J. Walters</u>	Name (print): <u>Charles D. Andrews</u>
Title: <u>Public Works Interim Director</u>	Title: <u>Vice President</u>
Date: _____	Date: _____

copy: Engineer

END OF SECTION

Lumberton City Council

Item: VII.E.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Public Works

Submission Date: 07/08/2026

Subject: Leaf Vac Trailer Purchase

Summary/Background of Subject Matter:

Council has previously approved the purchase of a leaf vac trailer for public works staff to use to supplement Waste Management equipment in the current budget. The budgeted amount was \$121,000.00

Public works staff requested a quote from Joe Johnson Equipment of Charlotte NC.

Staff Recommendation:

Public works recommends council approval of the purchase of a leaf vac trailer from Joe Johnson equipment of Charlotte NC, in the amount of \$120,545.00 with funds being made available from the capital code 67-00-8147-4710.

City Manager's Comments:

Signature: Wayne Horne, City Manager

Department: Public Works

ATTACHMENTS:

1. City of Lumberton_ODB Leaf Trailer Proposal_7-1-26



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



July 1, 2026

City of Lumberton
215 S Cedar Street
Lumberton, NC 28358

RE: American Roads Machinery ALC Trailer Vacuum Leaf Collector Quotation

Dear City of Lumberton,

We would like to take this opportunity to thank you for your continued interest in Joe Johnson Equipment (JJE) and American Road Machinery Company's industry leading line of innovative leaf collection products.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Nick Davis

Nick Davis
Regional Sales Manager
Joe Johnson Equipment LLC
Cell: 704-318-3190
ndavis@jjeusa.com

Quotation

To provide one (1) new American Road Machinery ALC Trailer Mounted Leaf Collector standard equipped as described below:

General Specifications:

ALC 25 yard Trailer with 24k Tandem Axles, Electric Brakes

- 74HP Kohler 2504TCR Final Tier 4 Diesel Engine
- Electronic Type Throttle and Digital Engine Gauges
- 25 Cubic Yard Hopper with 3 Stage Telescopic Dump Cylinder
- Pneumatic Tires
- 24,000 lb. Dual Tandem Axles
- Heavy Duty Truck Springs
- Electric Brakes with Safety Break Away
- LED Lighting
- Conspicuity Tape
- Rear Mount Bumper

Includes the following additional enhancements:

- Hydraulic Jack Kit
- ARM 30" Blower Housing with Engine with Twin Disc Clutch
- Single LED Strobe Light
- Over Center Clamp

Purchase Price \$120,545.00

Terms & Conditions

Strictly Subject to Availability and Prior Sale

Subject to revision based on events beyond our control due to wildly fluctuating material prices

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

Payment Terms: Due upon receipt

Purchase order required

Delivery: To be confirmed at time of order

Quotation valid for 7 days



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



- Pricing does not include title or plating fees.
- Quote is valid for 7 days from the date of quote
- Please note that the prices quoted are subject to applicable tariffs and duties, which may affect the final cost.

I/we have read and understand the terms outlined below and on the reverse and agree to them as part of this order as if they were printed above my/our signature(s). The above and the terms below and on the reverse shall comprise the entire agreement affecting this purchase and no other agreement, understanding, representation, condition or warranty either expressed or implied by law or otherwise is part of this transaction. Unless otherwise specified the Purchase price is payable in cash on the date of delivery of the Equipment to the carrier. It is understood and agreed that the Purchase Price is subject to increase at anytime without notice by JJE to the extent that JJE has incurred increased cost between the date hereof and the delivery date caused by increases in manufacturers' list prices, government regulations, freight rates, labour costs and other causes beyond JJE's control. The Purchaser acknowledges having received a true copy hereof. This agreement is not subject to annulment or cancellation by the Purchaser without prior written consent of JJE.

City of Lumberton

Joe Johnson Equipment LLC

X

Signature

X

Signature

Name: _____

Date: _____

Name: _____

Date: _____

Clean Air. Clean Water. Clean Streets.

Terms and Conditions

1. **Payment in full is required at time of delivery.** The sale price specified on page one of this Agreement does not include taxes or shipping and other transportation charges. Unless otherwise specified, all shipments are F.O.B. Monroe, NC. The Purchaser shall pay all insurance, taxes, shipping charges, and other costs or expenses relating to the sale and transfer of the Equipment, it being the intent that the sales price shall be net to the JJE of any and all costs or expenses. In the event of cancellation of this agreement, the Purchaser shall assume all costs associated with the cancellation. All Purchaser supplied chassis must meet the requirements of the body manufacturer and Joe Johnson Equipment ("JJE"). The costs of any chassis modifications or repairs shall be borne by the Purchaser. All warranty work is F.O.B. JJE, Monroe, NC.
2. **PRICES.** All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. JJE, Monroe, NC. Joe Johnston Equipment reserves the right to increase the order price set forth in this Equipment Quote at any time before delivery to Buyer to reflect any increase in JJE's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of JJE. JJE shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase."
3. **RISK OF LOSS.** After delivery of the Equipment in good order to the Carrier of Purchaser's choice, risk of loss shall be with the Purchaser and JJE's responsibility shall cease. As long as JJE remains unpaid it shall have a lien on the Equipment and shall have a right to repossession and disposal of the Equipment notwithstanding delivery to the Carrier.
4. **SHIPPING.** a) If shipment is delayed beyond the time stipulated pursuant to this Agreement by any cause beyond the control of JJE, the delivery date shall be extended for a period equal to the delay due to such cause. JJE will in no way be held liable for loss or damages, direct or consequential, due to delays in delivery cause by events outside our direct control. B) If shipment is delayed by fault of the Purchaser, payment of the Purchase Price shall not be delayed thereby and the Equipment shall be at the Purchaser's risk of damage or loss from any cause whatsoever and any expense incurred in handling, storage or insuring the Equipment shall be paid by the Purchaser.
5. **WAIVER OF CLAIMS.** Acceptance of the Equipment by the Purchaser from the Carrier will constitute a waiver of all claims against JJE for damage or delay from any cause.
6. **TITLE.** Title to the Equipment and to all repairs, replacements of and accessions to the Equipment shall not pass to the Purchaser after delivery but shall remain in JJE until payment in full of the Purchaser Price together with all other amounts due hereunder.
7. **DEFAULT.** If the Purchaser defaults in compliance with any term or condition of this Agreement, or defaults in payment of any installment of the Purchase Price or any applicable taxes or charges relating to the Equipment, or uses the Equipment for an illegal purpose, or if levy is made upon the Equipment, or if any bankruptcy, receivership, winding-up or insolvency proceedings are instituted by or against the Purchaser, or if at any time JJE deems itself insecure in respect of the foregoing then and in any such events the entire balance of the Purchase Price and all notes given therefore together with all expenses, costs and solicitors fees incurred by JJE in the collection of the Purchase Price shall become immediately due and payable on account of the Purchase Price shall remain the property of JJE as payment for the use and depreciation of the Equipment and not as a penalty.
8. **REPOSSESSION AND REMEDIES.** Subject to the applicable laws:
 - a) JJE, in addition to all remedies available at law or hereunder, may take possession of the Equipment without notice or demand and without legal process and for the purpose of taking possession of and removing the Equipment JJE or its assigns or agents may enter into or upon the Purchaser's lands and premises using such forces as is necessary in the circumstances. The Purchaser hereby waives all claims for damages arising out of the re-possession, removal or re-sale of the Equipment as against to Purchaser or Purchaser's assigns.
 - b) If the Equipment comes into possession of JJE through the re-possession, voluntary surrender thereof by the Purchaser or otherwise, JJE may at its option sell the Equipment for its own account or may re-sell the Equipment on behalf of the Purchaser either at a public or private sale in such manner and for such amount and upon such terms as JJE may deem proper with or without notice, and prior to any sale JJE may house or store the Equipment and repair or re-condition the same; and JJE may bid and purchase on any sale. From the proceeds of any sale JJE may deduct all expenses for the re-taking, housing, storing, repairing, re-conditioning and selling of the Equipment including the costs of JJE's solicitors as between solicitor and client.
 - c) JJE shall also have the right to sue the Purchaser for any amount which is due and unpaid and such rights shall not be affected by the re-possession and sale of the Equipment nor shall the right of re-possession and sale be merged in any judgment JJE may recover on any notes given for the Purchase Price for any security therefore. The execution and delivery of promissory notes or the entry of judgment for any amount which is due and unpaid or the taking of additional security therefore shall not constitute payment or a waiver of any term, provision or condition herein contained. JJE shall have the right to enforce one or more remedies successively or concurrently and such action shall not operate to stop or prevent JJE from pursuing any other remedy which it may have.
9. **LIABILITY AND INDEMNIFICATION.** JJE shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of the Equipment, nor for any damages resulting to Purchaser by reason of any delays or any alleged failure of the Equipment to operate. Purchaser shall defend, indemnify and hold harmless JJE, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Purchaser, as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with this order.
10. **INTERPRETATION / CHOICE OF LAW.** The Purchaser and JJE agree that this Agreement shall be interpreted, construed and be governed by and in accordance with the laws of the State of North Carolina. The Purchaser and JJE further agree that should any term or condition, or any part thereof, contained in this Agreement be unenforceable or prohibited by present or future provincial or federal laws, then such term or condition, or part thereof, shall be ineffective to the extent of such unenforceability or prohibition. Failure at any time by JJE to exercise any of its rights under this Agreement shall not constitute a waiver thereof nor prejudice JJE's right to enforce it thereafter.
11. **ENTIRE AGREEMENT.** It is acknowledged and agreed that this Agreement constitutes the entire agreement between JJE and Purchaser and there are no representations, warranties, conditions or guarantees, expressed or implied, statutory or otherwise, other than contained herein.
12. **DISCLAIMER.** Except as may be expressly set out in the Description of Equipment term of this Agreement there are no expressed or implied warranties on the part of JJE as to the quality, merchantability, capability or fitness for a particular purpose of the equipment which is the subject of this agreement.
13. **INTEREST.** Interest or any overdue payment shall be at the rate of eighteen (%) percent per annum, without prejudice to any other conditions of this Agreement.
14. **INSURANCE.** The Purchaser hereby undertakes to keep the Equipment fully insured against loss by reason of accident, fire, theft and all other risks to an amount not less than the amount owed to JJE, such insurance being payable to JJE, until the Purchase Price of the Equipment together with all interest and costs which may have been incurred, have been paid. The Purchaser undertakes to supply evidence of such insurance satisfactory to JJE upon demand. If the Purchaser does not place such insurance on the Equipment, JJE shall have the right to affect such insurance at the expense of the Purchaser, who hereby undertakes to pay the premium for the same.
15. **TRADE-INS.** The Purchaser hereby warrants and represents that all equipment and machinery granted, sold or assigned to JJE in connection with this Agreement in satisfaction of the Purchase Price or otherwise shall be free and clear of all liens, levies, charges and encumbrances. The Purchaser further agrees to indemnify and hold harmless JJE from and against liens, levies, charges and encumbrances that the Purchaser may be required to pay or discharge in respect of such machinery or equipment.
16. **FURTHER ASSURANCES.** This Agreement may be assigned by JJE without notice to Purchaser. Purchaser may not assign this Agreement without JJE's consent, which may be withheld at JJE's sole discretion. The Purchaser hereby authorizes JJE to file such financing statements and do such acts, matters and effects as JJE may deem appropriate to protect its interests in the Equipment until payment in full of the Purchase Price together with all amounts due hereunder.

Lumberton City Council

Item: VII.F.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Public Works

Submission Date: 07/08/2026

Subject: Lead Service Line Replacement & Sewer Improvements RFQ Award

Summary/Background of Subject Matter:

Public works advertised an RFQ for the Lead Service Line Replacement and Sewer Improvements projects on 11 May 2026 with responses due on Tuesday 16 June 2026. Public works received two responses to the RFQ from The Wooten Company and McGill Associates, PA. City staff have evaluated the two proposals using the scope categories provided in the RFQ and provided the following scoring matrixis:

The Wooten Company: 97, 98, 85 (out of 100)

McGill Associates: 93, 94, 60 (out of 100)

Staff Recommendation:

Based on the scoring matrixis public works recommends council approval of the RFQ award to The Wooten Company.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: Public Works

ATTACHMENTS:

1. RFQ_Scoring_Matrix_07072026
2. BP-50C31_20260708_074642

RFQ - Engineering Services

Lead Service Line Replacement & Sewer Improvements

Firm

Evaluation Criteria	Max Points	The Wooten Company	Mcgill Associates		
Technical Approach/Understanding of Program	25	25	23		
Work Management Plan/Experience of Proposed Personnel	25	24	23		
Engineering Experience of the Firm	25	24	24		
Familiarity with the Locality	25	25	24		
Total	100	98 -0-	94 -0-		

* The RFQ was posted on the City's website and appropriately advertised

* No other proposals were received

H. Dandson for
7/7/2026

RFQ - Engineering Services
Lead Service Line Replacement & Sewer Improvements

Firm

Evaluation Criteria	Max Points	The Wooten Company	Mcgill Associates				
Technical Approach/Understanding of Program	25	24	20				
Work Management Plan/Experience of Proposed Personnel	25	23	24				
Engineering Experience of the Firm	25	25	25				
Familiarity with the Locality	25	25	24				
Total	100	97	93				

- * The RFQ was posted on the City's website and appropriately advertised
- * No other proposals were received

Handwritten signature
 7-7-2020

RFQ - Engineering Services
Lead Service Line Replacement & Sewer Improvements

Firm

Evaluation Criteria		Firm			
	Max Points	The Wooten Company	Mcgill Associates		
Technical Approach/Understanding of Program	25	20	15		
Work Management Plan/Experience of Proposed Personnel	25	20	15		
Engineering Experience of the Firm	25	20	20		
Familiarity with the Locality	25	25	10		
Total	100	85	60		

- * The RFQ was posted on the City's website and appropriately advertised
- * No other proposals were received

Dany Smith

7-8-2026

Lumberton City Council

Item: VII.G.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Planning & Neighborhood
Services

Submission Date: 06/25/2026

Subject: Linkhaw Farms Contiguous Annexation - P-2/ETJ

Summary/Background of Subject Matter:

Linkhaw Farms request for contiguous annexation of parcels 1009-01-005,1009-01-00509,1009-01-00509A,1009-01-00509B,1009-01-020,1010-02-001

Staff Recommendation:

Recommend City Council direct the City Clerk to investigate said petition

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City
Clerk

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. Annexation Petition Linkhaw Farms - shortened application

PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY

NORTH CAROLINA

CITY OF LUMBERTON

ROBESON COUNTY

**IN THE MATTER OF THE ANNEXATION)
OF CERTAIN LANDS INTO THE CITY)
OF LUMBERTON)**

P E T I T I O N

TO THE CITY COUNCIL OF LUMBERTON

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Lumberton.

2. The area to be annexed is contiguous to the City of Lumberton and the boundaries of such territory are described in the attached legal description labeled as Exhibit "A".

3. A map showing the area to be annexed is attached hereto as Exhibit "B".

4. Tax Parcel Number: _____
(Map #) (Block #) (Parcel #)
100901005, 10090100509, 10090100509
A, 10090100509B, 100901020, 101002001

5. Deed Book: _____ Page: _____

This the 23 day of June, 2026.

PROPERTY OWNER(S)

Name: DBC Partners, LLC

Address: 430 Exton Square Parkway

Telephone: [REDACTED]

P.O. Box 1191 Exton, PA 19341

Signature:  Managing Director

Name: John Harper III

Address: 221 Namar Ave

Telephone: [REDACTED]

Exton, PA 19341

Signature: 

Email Address(s): Jharper@DBCPartnersLLC.Com

City of



Lumberton

Planning & Neighborhood Services

Linkhaw Farms Contiguous Annexation Request

DEVELOPER(S):	OWNER(S):
DBC Partners, LLC Attn: John Harper, III PO Box 1191 Exton, PA 19341 [REDACTED]	DBC Partners, LLC Attn: John Harper, III PO Box 1191 Exton, PA 19341 [REDACTED]

STAFF ANALYSIS

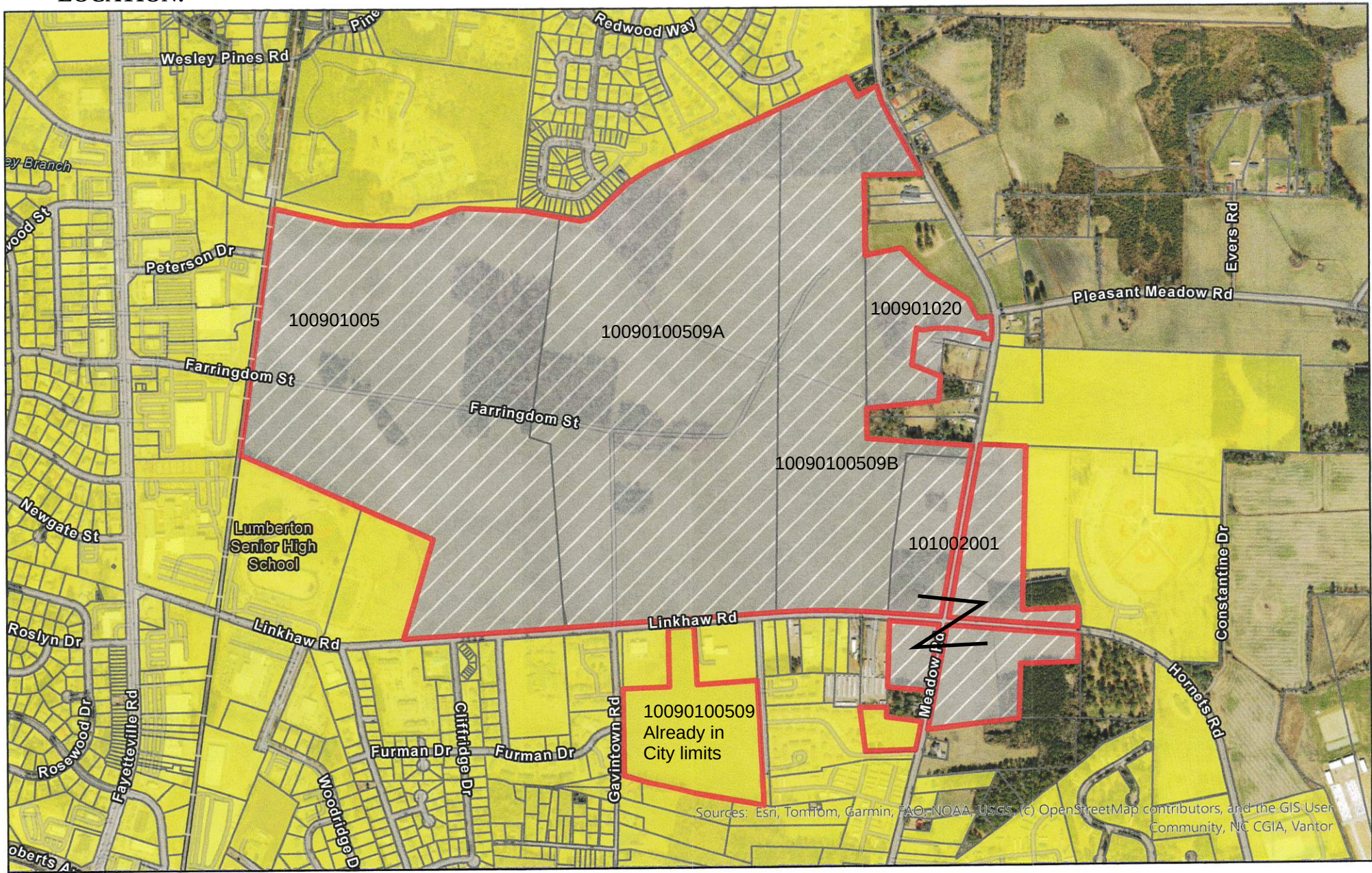
Analysis: Contiguous Annexation- John Harper, III with DBC Partners, LLC annexation request for property located on Linkhaw Road and Meadow Road.

The proposed development is a mixed-use subdivision which may include retail, general commercial, professional offices, a school and a mix of residential uses.

PARCEL INFORMATION

Project Name	Parcel #(s)	Zoning	Area	Limits of Construction
Linkhaw Farms Project	1009-01-005; 1009-01-00509A; 1009-01-00509B; 1010-02-001; and 1009-01-020 (1009-01-00509 already in city limits)	Various - R-20 - B-2 - B-3 - PCU-B4 (expired)	~395.51 Acres	~395.51 Acres

LOCATION:



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, NC CGIA, Vanior



22 S. Park Square,
Suite 800
Asheville North
Carolina, 28801
Tel: 828.683.8500
www.rviplanning.com

LINKHAW FARMS • ANNEXATION MAP

- City of Lumberton, NC
- Date: 6/22/2026
- # P26007734
- DBC Partners



Subject Boundary
Parcels

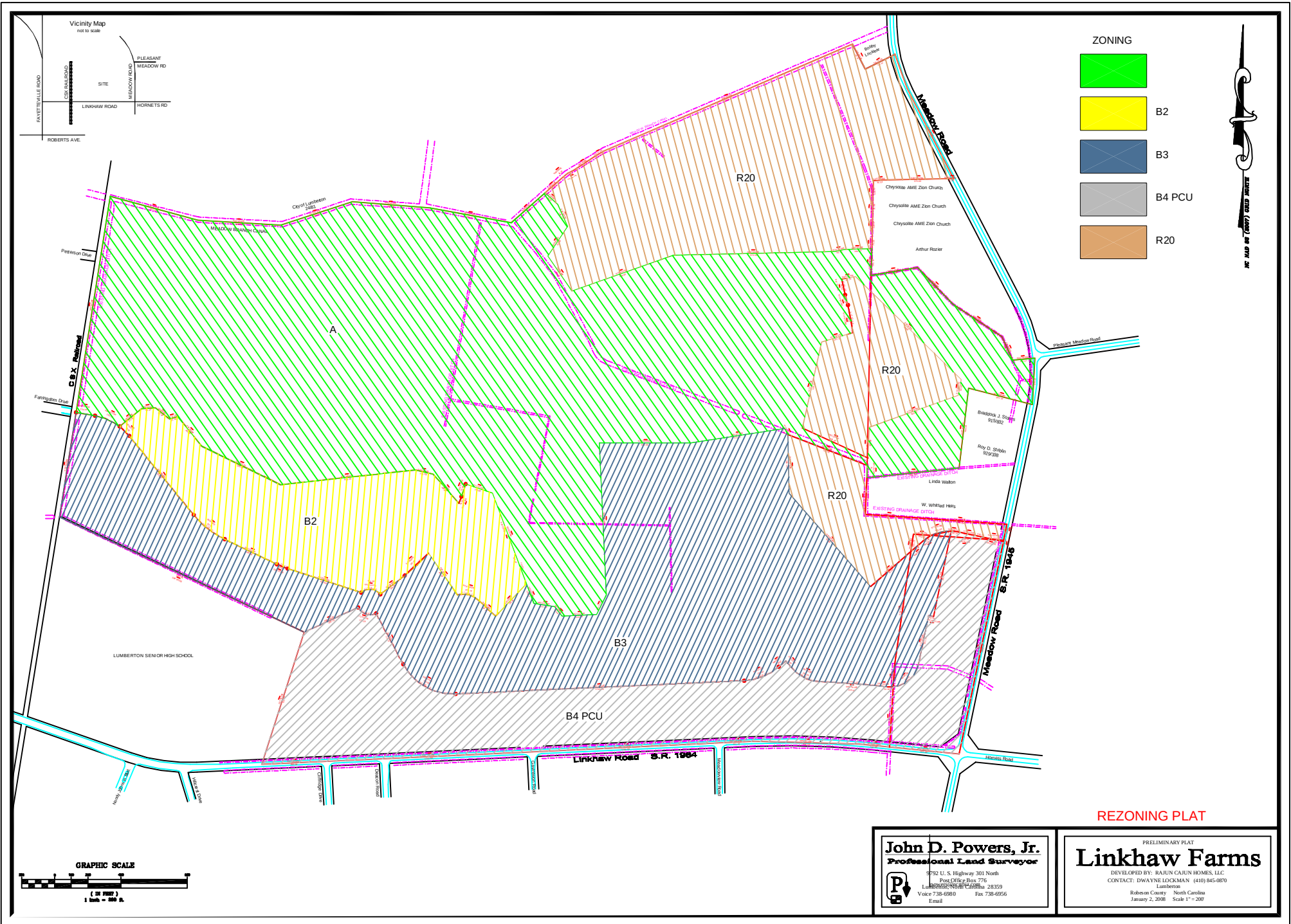


City of Lumberton Jurisdiction
Area to be Annexed



0 280 560 1,120
Feet

Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.





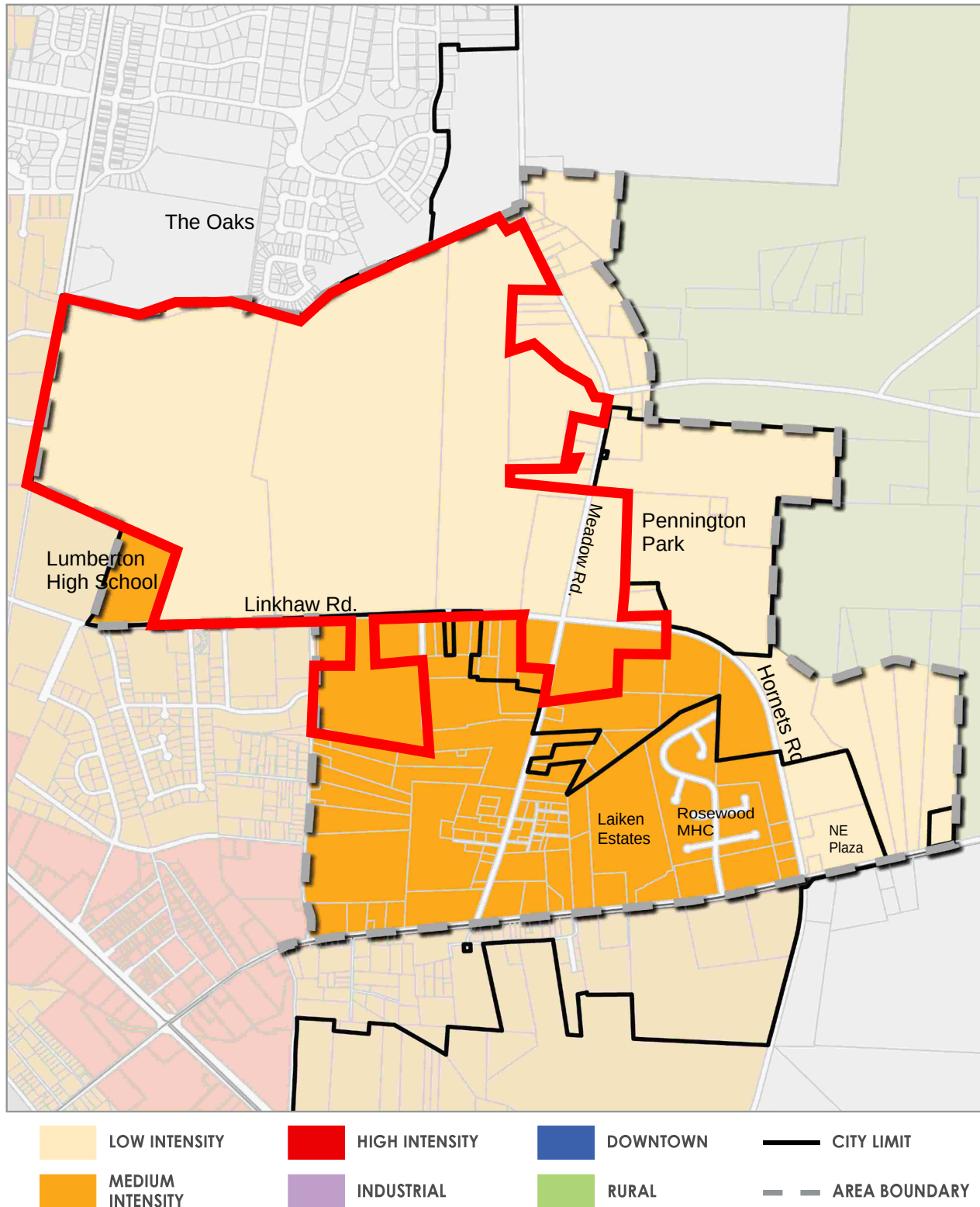
Planning & Neighborhood Services

ADJACENT PROPERTY SITE DATA		
	Zoning	Land Use
Subject Property	- Various: - R-20, Residential Single Family - B-2, Business Community - B-3, Office Residential - PCU-B4, Business General Commercial (expired)	- Combination/Mixed Use Subdivision
North	- B-3, Office Residential	- Mixed Residential Subdivision - Oakridge Subdivision - Wesley Pines Retirement Home
South	- 'A' Agriculture - B-3, Office Residential - B-2, Business Community - B-4, Business General Commercial - M-1, Light Manufacturing	- Multifamily Family Residential - Highland Acres Retirement Home - Medical (Kidney Care) - Church - Daycare - Dance Studio - Pool Supplies - Lawn Care - Storage Units
East	- R-6 Residential Single Family - 'A' Agriculture	- Single Family Residential - Farmland - Northeast Park
West	- R-15, Residential Single Family - B-4, Business General Commercial - B-3, Office Residential	- Lumberton High - Bank - Retail Complex - Railroad

Land Use Plan: The Land Use Plan designates the future use of the parcels as low and medium intensity (area 3), furthermore, this property is located within Precinct 2 and the ETJ.

AREA 3 FUTURE LAND USE

MAP 3.144 AREA 3 FUTURE LAND USE



FUTURE LAND USE

The Future Land Use Map is intended to serve as a guide for the City's elected leaders, the Planning Board, planning staff, property owners and developers as the City moves forward with the implementation of the Land Use Plan. This map supports the City's vision and goals for its future by establishing a spatial plan for the ongoing growth, development and redevelopment of the City that focuses on its core assets and takes advantage of past investments in utility and transportation infrastructure. This, in turn, will allow the City to maximize its return on those investments and better plan for additional strategic investments that are coordinated with its vision for growth.

LAND USE CATEGORIES

LOW INTENSITY

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

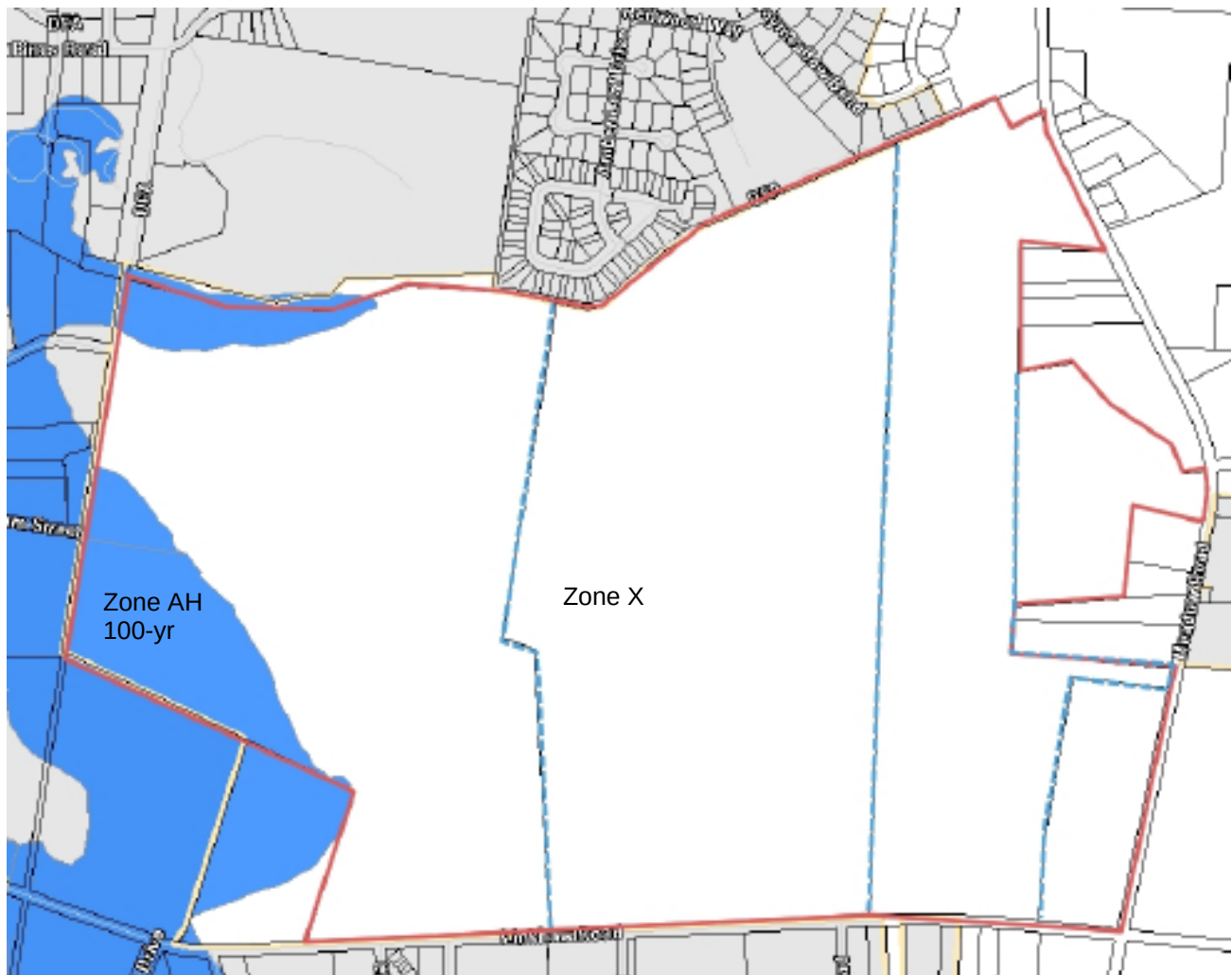
MEDIUM INTENSITY

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

FLOOD RISK INFORMATION SYSTEM (FRIS) INFORMATION

Flood Zone: ~ 25.26 acres - Zone AH is the flood insurance rate zone used for areas of 1-percent-annual-chance shallow flooding with a constant water-surface elevation (usually areas of ponding) where average depths are between 1 and 3 feet. BFEs derived from detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Map Number: 3720030200K **Panel Effective Date:** 12/6/2019



Linkhaw Farms Contiguous Annexation Application

June 26, 2026

PREPARED FOR:
DBC Partners, LLC

SUBMITTED TO:
City of Lumberton
Planning and Neighborhood Services
500 N. Cedar St.
Lumberton, NC 28359



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COVER LETTER & NARRATIVE STATEMENT



LINKHAW FARM SITE ANNEXATION Request Statement

I. REQUEST

DBC Partners, LLC. ("Applicant") requests the annexation of five parcels, containing 452.9± acres located contiguous to the City of Lumberton. The properties are generally located at the intersection of Linkhaw Rd. and Meadow Rd. within the City of Lumberton's Extra-Territorial Jurisdiction (ETJ). The properties included in this request have been collectively known as Linkhaw Farms and include the following tax map numbers:

- 100901005,
- 10090100509,
- 10090100509A,
- 10090100509B,
- 100901020, and
- 101002001.

The properties are located within the Low Intensity and Medium Intensity Future Land Use Categories (FLUC) and have various zoning designations, including "A" Agriculture, "R-20" Residential Single Family, "B-2" Business Community, "B-3" Office Residential, and "PCU-B4" Business General Commercial (expired). The Applicant is seeking to annex the five properties into the City of Lumberton to provide an innovative mix of commercial, office, residential, and agricultural uses within a master planned community. Approximately 26 acres of the overall 452.9± acre project are currently within the city limits (parcel 10090100509 and a portion of parcel 101002001), while the remaining 433± acres are in unincorporated Robeson County within the City of Lumberton ETJ.

A meeting was held on October 5, 2023, with further discussion between May-June, 2026, it was understood that the City is generally favorable to the annexation of these properties. The annexation request, if approved, will form a contiguous and logical city boundary and provide the City with greater control over the form of development. The request complies with the intent and processes identified in the North Carolina General Statutes, City of Lumberton Land Use Ordinance, and the City's long-term plan for expansion as evidenced by the inclusion of the properties within the Lumberton ETJ.

The proposed annexation allows for the property to connect to City utilities. As a result, this annexation request also ensures continuity of public services throughout the entire project and compliance with all State and local requirements for annexations.

II. PROPERTY HISTORY & EXISTING CONDITIONS

The Linkhaw Farm Site properties have been historically used for agricultural purposes. The Property is largely cleared with some existing vegetated areas. Remnants of historic tobacco processing buildings are found in the central area of the Property. The Ivey Branch has been channelized along the northern boundary of the Property, and portions of the Lumber River Floodplain on site.

The property was rezoned in 2008 from "A" Agriculture to "A" Agriculture, "R-20" Residential Single Family, "B-2" Business Community, "B-3" Office Residential, and "PCU-B4" Business General Commercial (expired) to allow for the development of a mixed-use subdivision. While the zoning approvals do not expire, the subdivision plat was not recorded and the Parallel Conditional Use Permits expired in 2009.

The property is surrounded by a mix of commercial, office, residential and agricultural uses. The Property is also adjacent to the Lumberton High School and Northeast Park. Surrounding uses are further identified in Table 1 below and in the attached Surrounding Uses Map.

Table 1: Inventory of Surrounding Lands

	Future Land Use	Zoning	Current Land Use
North	Low Intensity	B-3 (Office/Residential);	Wesley Ridge Apartments; Wesley Pines ALF; The Oaks (Mixed Residential Subdivision)
South	Medium Intensity	CUP B-3 (Conditional Use Permit - Office/Residential)	Multi-Family Apartments; Childcare Facility; Medical (Kidney Care); Highland Acres Retirement Home; Churches; Professional Office Uses; Dance Studio; Pool Supplies; Self-Storage
East	Low Intensity	B3 (Office/Residential);	Single-Family Residential; Church; Farmland; Northeast Park
West	Medium Intensity	A (Agricultural);	CSX Railroad; Commercial Shopping Center; Lumberton High School

III. PUBLIC INFRASTRUCTURE

Roads

The property has direct access to the following public roads:

- Linkhaw Rd., a two-lane road,
- Meadow Rd., a two-lane road,
- Farringdom St., a multi-lane road containing both paved and unpaved portions,
- Gavintown Rd. Extension, an unpaved road, and
- Hornets Rd., a two-lane road.

Utilities

The Property is not currently served by potable water or sanitary sewer services; however, the City Public Works Department is amenable to extending water and sanitary sewer service to this site. Since water and sewer service is proposed to be extended to the Property, LDC Section 23-60 requires the submittal of a petition for annexation. Extensions of existing service required to connect the site to City water and sewer will be through developer funded improvements.

IV. DECISION-MAKING COMPLIANCE

Proposed annexations shall be reviewed in accordance with the requirements of NC General Statutes Chapter 160A – Article 4A – Extension of Corporate Limits.

G.S. 160A-31. Annexation by petition.

(a) The governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all the real property located within such area. The petition shall be signed by each owner of real property in the area and shall contain the address of each such owner.

APPLICANT: The attached application includes signatures by all owners of all the real property located within the project boundary.

(b) The petition shall be prepared in substantially the following form:

DATE:

To the _____ (name of governing board) of the (City or Town) of _____

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of _____

2. The area to be annexed is contiguous to the (City or Town) of _____ and the boundaries of such territory are as follows:

APPLICANT: The attached application satisfies the required format of annexation petitions.

(c) Upon receipt of the petition, the municipal governing board shall cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation. For petitions received under subsection (b1) or (j) of this section, the clerk shall receive the evidence provided under subsection (l) of this section before certifying the sufficiency of the petition. Upon receipt of the certification, the municipal governing board shall fix a date for a public hearing on the question of annexation, and shall cause notice of the public hearing to be published once in a newspaper having general circulation in the municipality at least 10 days prior to the date of the public hearing; provided, if there be no such paper, the governing board shall have notices posted in three or more public places within the area to be annexed and three or more public places within the municipality.

APPLICANT: Acknowledged.

(d) At the public hearing persons resident or owning property in the area described in the petition and persons resident or owning property in the municipality shall be given an opportunity to be heard. The governing board shall then determine whether the petition meets the requirements of this section. Upon a finding that the petition that was not submitted under subsection (b1) or (j) of this section meets the requirements of this section, the governing board shall have authority to pass an ordinance annexing the territory described in the petition. The governing board shall have authority to make the annexing ordinance effective immediately or on the June 30 after the date of the passage of the ordinance or the June 30 of the following year after the date of passage of the ordinance.

APPLICANT: Acknowledged.

(d1) Upon a finding that a petition submitted under subsection (j) of this section meets the requirements of this section, the governing body shall have the authority to adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(d2) Upon a finding that a petition submitted under subsection (j) of this section meets the requirements of this section, the governing body shall have the authority to adopt an annexation

ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

APPLICANT: This petition is not submitted under subsection (j).

(d3) Municipal services shall be provided to an area annexed under subsections (b1) and (j) of this section in accordance with the requirements of Part 7 of this Article.

APPLICANT: Extensions of existing municipal services, including centralized water and sewer, will be through developer funded improvements and as established in the proposed Developers Agreement with the City of Lumberton.

(e) From and after the effective date of the annexation ordinance, the territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in such municipality and shall be entitled to the same privileges and benefits as other parts of such municipality. Real and personal property in the newly annexed territory on the January 1 immediately preceding the beginning of the fiscal year in which the annexation becomes effective is subject to municipal taxes as provided in G.S. 160A-58.10. If the effective date of annexation falls between June 1 and June 30, and the effective date of the privilege license tax ordinance of the annexing municipality is June 1, then businesses in the area to be annexed shall be liable for taxes imposed in such ordinance from and after the effective date of annexation.

APPLICANT: Acknowledged.

(f) For purposes of this section, an area shall be deemed "contiguous" if, at the time the petition is submitted, such area either abuts directly on the municipal boundary or is separated from the municipal boundary by the width of a street or street right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other political subdivision, or lands owned by the State of North Carolina. A connecting corridor consisting solely of a street or street right-of-way may not be used to establish contiguity. In describing the area to be annexed in the annexation ordinance, the municipal governing board may include within the description any territory described in this subsection which separates the municipal boundary from the area petitioning for annexation.

APPLICANT: All properties are located abutting the corporate limits, separated from the corporate limits only by a street right-of-way, or by other property in common ownership with the site to be serviced.

(g) The governing board may initiate annexation of contiguous property owned by the municipality by adopting a resolution stating its intent to annex the property, in lieu of filing a petition. The resolution shall contain an adequate description of the property, state that the property is contiguous to the municipal boundaries and fix a date for a public hearing on the question of annexation. Notice of the public hearing shall be published as provided in subsection (c) of this section. The governing board may hold the public hearing and adopt the annexation ordinance as provided in subsection (d) of this section.

APPLICANT: Acknowledged.

(h) A city council which receives a petition for annexation under this section may by ordinance require that the petitioners file a signed statement declaring whether or not vested rights with respect to the properties subject to the petition have been established under G.S. 160D-108 or

G.S. 160D-108.1. If the statement declares that such rights have been established, the city may require petitioners to provide proof of such rights. A statement which declares that no vested rights have been established under G.S. 160D-108 or G.S. 160D-108.1 shall be binding on the landowner and any such vested right shall be terminated.

APPLICANT: Acknowledged.

(i) A municipality has no authority to adopt a resolution or petition itself under this Part for annexation of property it does not own or have any legal interest in. For the purpose of this subsection, a municipality has no legal interest in a State-maintained street unless it owns the underlying fee and not just an easement.

APPLICANT: The request is for an annexation by petition of the landowners and not by the City of Lumberton. No portion of any State-maintained street is included in this annexation request.

(j) Using the procedures under this section, the governing board of any municipality may annex by ordinance any distressed area contiguous to its boundaries upon presentation to the governing board of a petition signed by at least one adult resident of at least two-thirds of the resident households located within such area. For purposes of this subsection, a "distressed area" is defined as an area in which at least fifty-one percent (51%) of the households in the area petitioning to be annexed have incomes that are two hundred percent (200%) or less than the most recently published United States Census Bureau poverty thresholds. The municipality may require reasonable proof that the petitioner in fact resides at the address indicated.

APPLICANT: The request is not for annexation of a distressed area.

(k) The petition under subsection (j) of this section shall be prepared in substantially the following form:

DATE:

To the _____ (name of governing board) of the (City or Town) of _____

1. We the undersigned residents of real property believe that the area described in paragraph 2 below meets the requirements of G.S. 160A-31(j) and respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of _____

2. The area to be annexed is contiguous to the (City or Town) of _____, and the boundaries of such territory are as follows:

APPLICANT: Acknowledged.

(l) For purposes of determining whether the percentage of households in the area petitioning for annexation meets the poverty thresholds under subsections (b1) and (j) of this section, the petitioners shall submit to the municipal governing board any reasonable evidence that demonstrates the area in fact meets the income requirements of that subsection. The evidence presented may include data from the most recent federal decennial census, other official census documents, signed affidavits by at least one adult resident of the household attesting to the household size and income level, or any other documentation verifying the incomes for a majority of the households within the petitioning area. Petitioners may select to submit name, address, and social security number to the clerk, who shall in turn submit the information to the Department of Revenue. Such information shall be kept confidential and is not a public record. The Department shall provide the municipality with a summary report of income for households in the petitioning area. Information for the report shall be gleaned

from income tax returns, but the report submitted to the municipality shall not identify individuals or households.

APPLICANT: Acknowledged.

VII. CITY OF LUMBERTON ORDINANCE COMPLIANCE

In accordance with the City of Lumberton General and Land Use Ordinances, the proposed annexation complies with the following sections:

Section 23-60. Petition for Annexation.

Any person that petitions for water and/or sewer services for a proposed or existing residential, commercial or industrial building situated upon property abutting the corporate limits or separated from the corporate limits only by either a street right-of-way or by other property in common ownership with the site to be serviced, or a combination thereof, shall first petition the city council for annexation of the area consisting of the property whereupon the building to be serviced is situated and all tracts of land in common ownership with the property to be serviced which about said property.

APPLICANT: The companion rezoning application All properties are located abutting the corporate limits, separated from the corporate limits only by a street right-of-way, or by other property in common ownership with the site to be serviced.

Section 35-346. Voluntary Annexation.

A petition for annexation filed with the city under G.S. 160A-31 or G.S. 160A-58.1 shall contain a signed statement declaring whether or not any zoning vested right with respect to the properties subject to the petition has been established under G.S. 160A-385.1 or G.S. 153A-344.1. A statement that declares that no zoning vested right has been established under G.S. 160A-385.1 or G.S. 153A-344.1, or the failure to sign a statement declaring whether or not a zoning vested right has been established, shall be binding on the landowner and any such zoning vested right shall be terminated.

APPLICANT: Acknowledged.

VIII. CONCLUSION

The proposed annexation has demonstrated that it meets the state and local requirements for approval. Due to the Property's designation in the Lumberton Tomorrow Land Use Plan and the Lumberton ETJ, the annexation into the City of Lumberton implements the planned growth of the City.

Annexing will maintain cost-effective delivery of public services by connecting to City utilities, create a logical extension of the City boundary, and increase the City's supply of commercial space, and increase opportunities for housing diversity within the City as a potential mixed-use development with multi-family housing.

For these reasons, the Applicant respectfully requests approval of this annexation request as proposed.

COMPLETED PETITION

Lumberton City Council

Item: VII.H.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Planning & Neighborhood
Services

Submission Date: 06/25/2026

Subject: Goode Farm Contiguous Annexation-ETJ/County

Summary/Background of Subject Matter:

Goode Farm request for contiguous annexation of parcel 100402078

Staff Recommendation:

Recommend City Council direct the City Clerk to investigate said petition

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City
Clerk

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. SIGNED_Goode Farm Annexation Application shortened

PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY

NORTH CAROLINA

CITY OF LUMBERTON

ROBESON COUNTY

IN THE MATTER OF THE ANNEXATION)
OF CERTAIN LANDS INTO THE CITY)
OF LUMBERTON)

P E T I T I O N

TO THE CITY COUNCIL OF LUMBERTON

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Lumberton.

2. The area to be annexed is contiguous to the City of Lumberton and the boundaries of such territory are described in the attached legal description labeled as Exhibit "A".

3. A map showing the area to be annexed is attached hereto as Exhibit "B".

4. Tax Parcel Number: 100402078 _____
(Map #) (Block #) (Parcel #)

5. Deed Book: 445 Page: 149 A portion of Blocks 9 & 10

This the 23 day of June, 2026.

PROPERTY OWNER(S)

Name: GOODE DAVID J /

Address: _____

Telephone: _____

Signature: _____

Signature.

David J Goode (Jun 25, 2026 16:33:03) Charlotte, NC 28210

Name: Susan Goode Batten

Address: _____

Telephone: _____

Signature: _____

Email Address(s): _____

Dan Batten: _____

PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY

NORTH CAROLINA

CITY OF LUMBERTON

ROBESON COUNTY

IN THE MATTER OF THE ANNEXATION)
OF CERTAIN LANDS INTO THE CITY)
OF LUMBERTON)

P E T I T I O N

TO THE CITY COUNCIL OF LUMBERTON

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Lumberton.

2. The area to be annexed is contiguous to the City of Lumberton and the boundaries of such territory are described in the attached legal description labeled as Exhibit "A".

3. A map showing the area to be annexed is attached hereto as Exhibit "B".

4. Tax Parcel Number: 100402078 _____
(Map #) (Block #) (Parcel #)

5. Deed Book: 445 Page: 149 A portion of Blocks 9 & 10

This the 23 day of June, 2026.

PROPERTY OWNER(S)

Name: GOODE DAVID J /s/

Address: _____

Telephone: _____

Signature: _____

Charlotte, NC 28210

Name: Susan Goode Batten

Address: _____

Telephone: _____

Signature: Susan Goode Batten
Susan Goode Batten (Jun 25, 2026 17:14:27 EDT)

Email Address(s): _____

Dan Batten: _____

City of



Lumberton

Planning & Neighborhood Services

Goode Farms Contiguous Annexation Request

DEVELOPER(S):	OWNER(S):
Susan Batten	Susan Batten
David Goode	David Goode

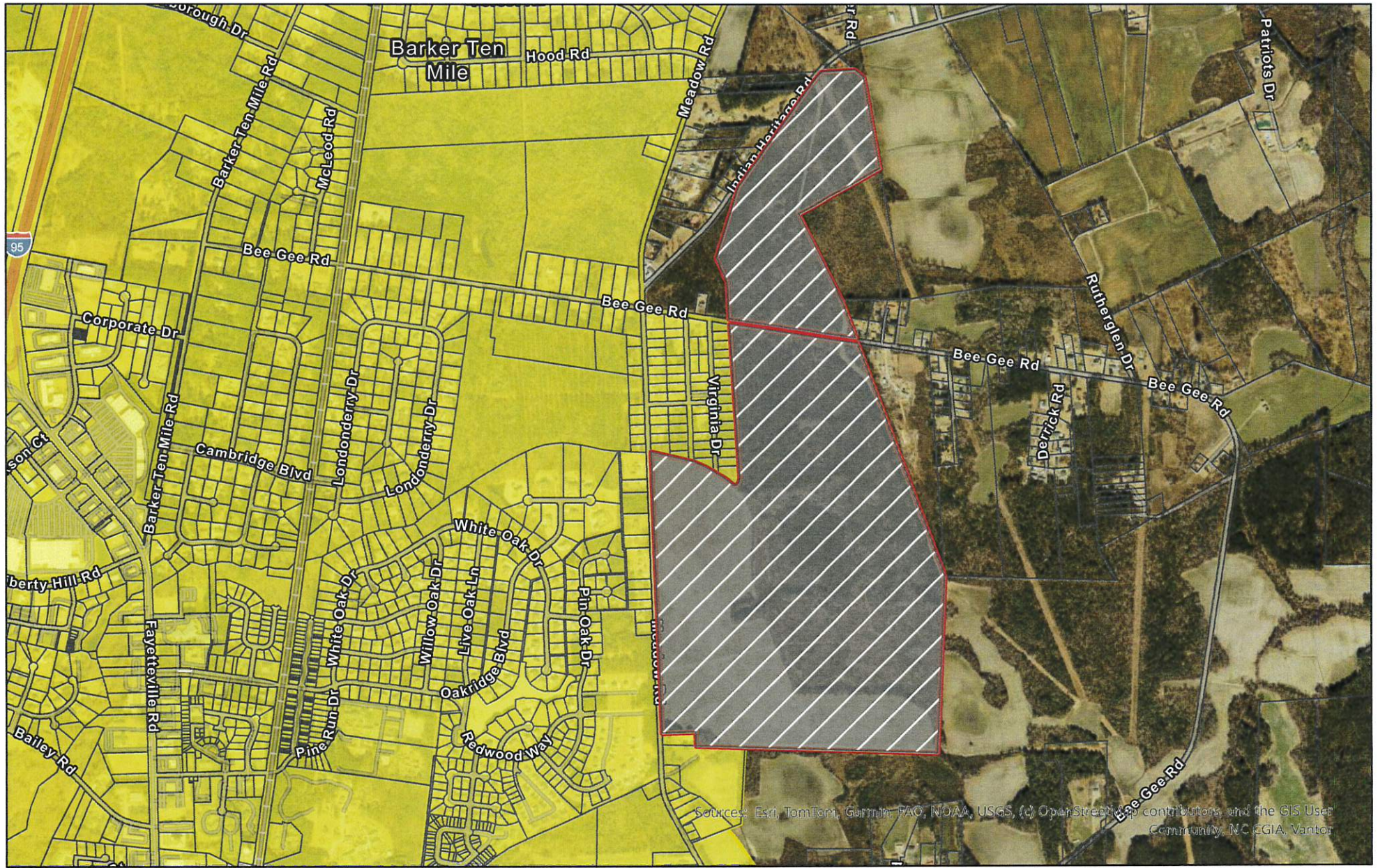
STAFF ANALYSIS

Analysis: Contiguous Annexation- David Goode & Susan Batten annexation request for property located on Meadow Road. We request the portion located within the County be zoned M-2, Heavy manufacturing.

The proposed development is a planned residential community.

PARCEL INFORMATION

Project Name	Parcel #(s)	Zoning	Area	Limits of Construction
Goode Farms Project	100402078	M2 Heavy Manufacturing	~388.39 Acres	~388.39 Acres



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, NC EGIA, Vantor



22 S Pack Square,
Suite 800
Asheville, North
Carolina, 28801
Tel: 828.683.8500
www.rviplanning.com

GOODE FARMS • ANNEXATION MAP

📍 City of Lumberton, NC

📅 Date: 6/22/2026

P26007734

👤 DBC Partners

▭ Parcels

▭ SUBJECT BOUNDARY

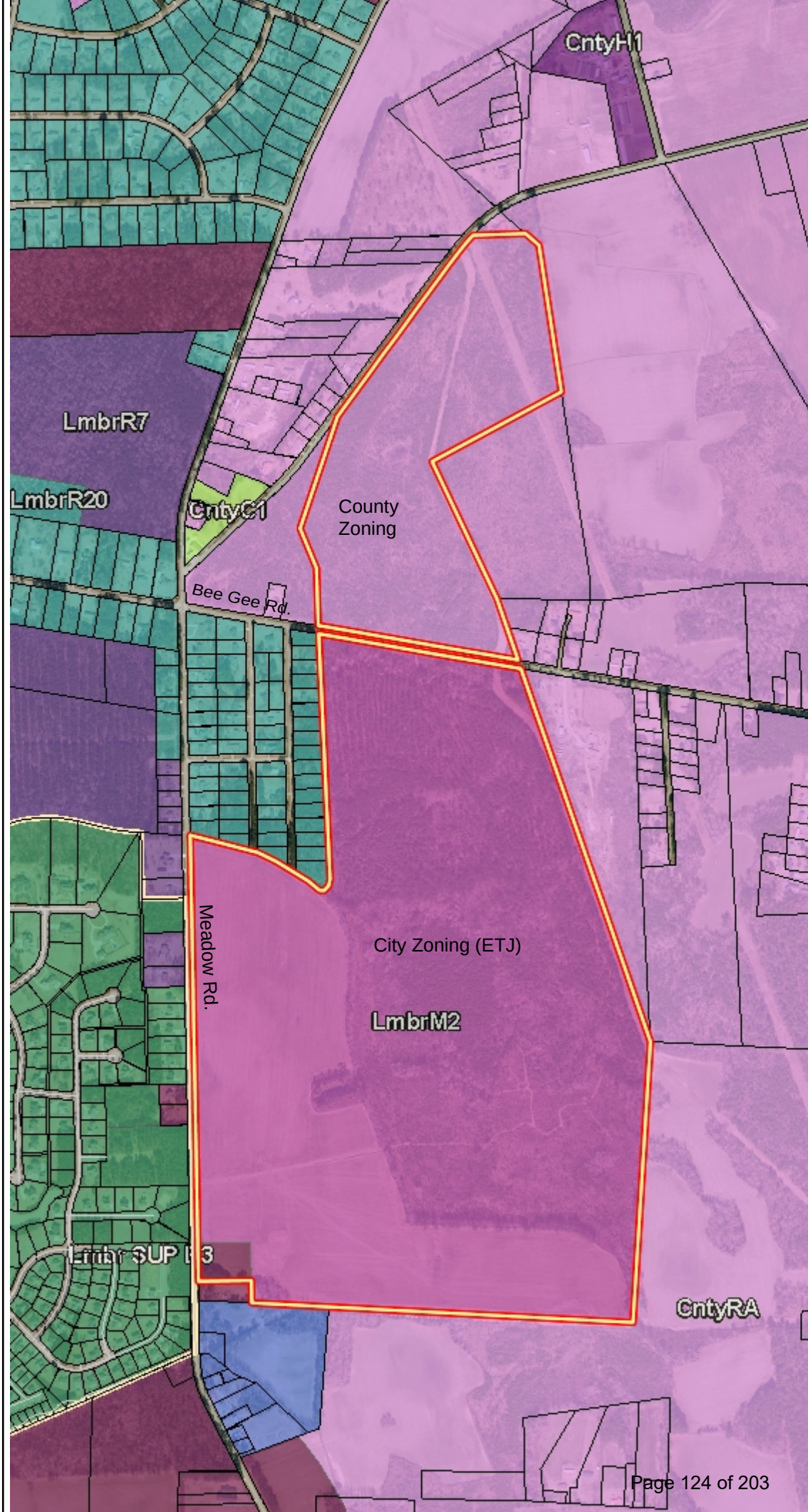
▨ AREA TO BE ANNEXED

▭ CITY OF LUMBERTON LIMITS



0 420 840 1,680
Feet

Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.



CntyH1

LmbrR7

LmbrR20

CntyC1

County
Zoning

Bee Gee Rd.

City Zoning (ETJ)

LmbrM2

Meadow Rd.

Lmbr SUP 13

CntyRA

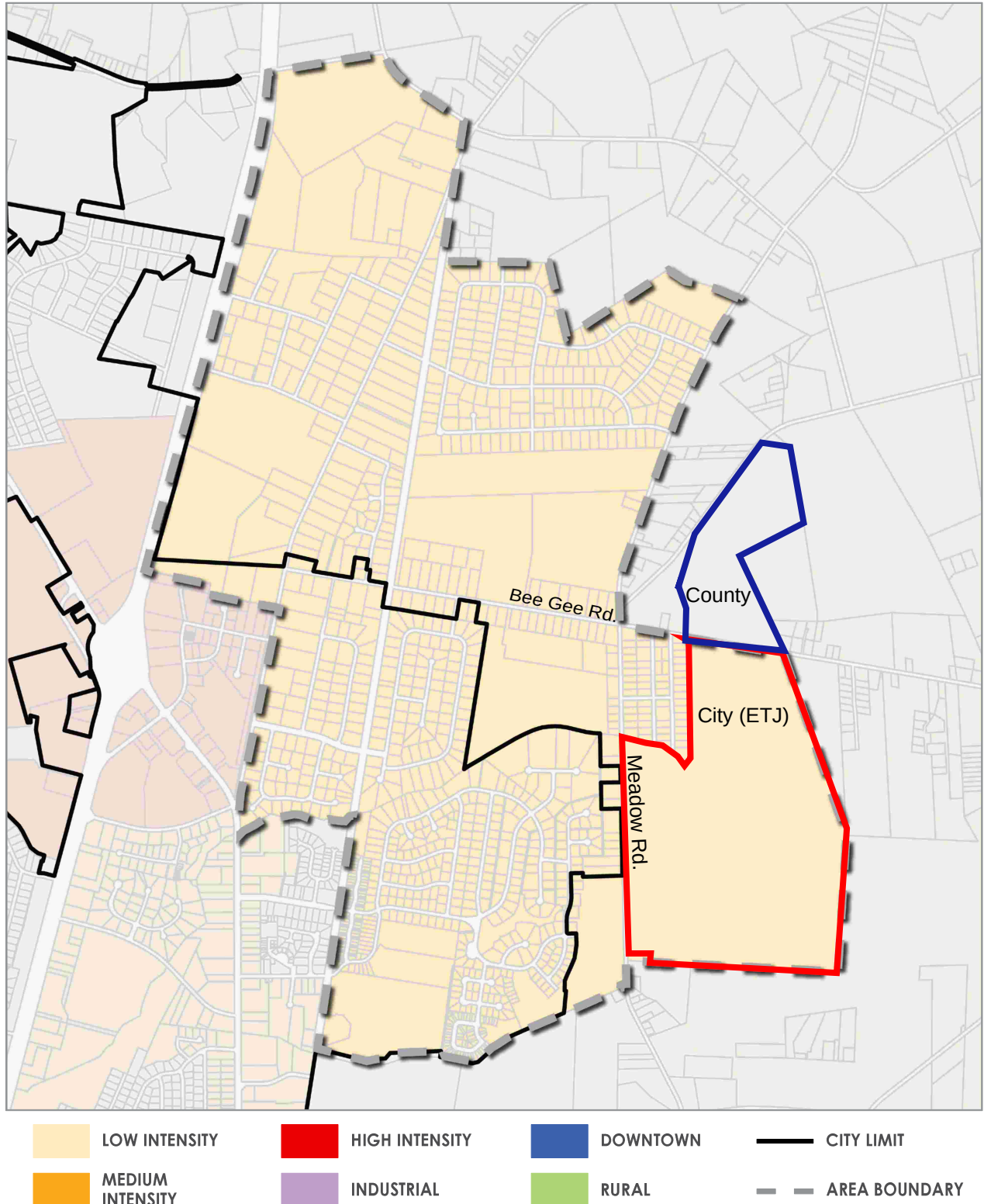
*Planning & Neighborhood Services*

ADJACENT PROPERTY SITE DATA		
	Zoning	Land Use
Subject Property	- M-2, Heavy manufacturing - County residential agriculture	- Planned Residential Subdivision
North	- County residential agriculture	- Single Family Residential - Farmland
South	- County residential agriculture - R-6, class 'A' manufactured homes - Agriculture	- Single Family Residential - Farmland
East	- County residential agriculture	- Single Family Residential - Farmland
West	- R-20, residential single family - R-7, residential single family/duplex - County residential agriculture - B-3, office residential - Agriculture - R-6, class 'A' manufactured homes	- Single Family Residential - Farmland

Land Use Plan: The Land Use Plan designates the future use of the parcels as low intensity (area 2), furthermore, this property is located within the ETJ and County.

AREA 2 FUTURE LAND USE

MAP 3.143 AREA 2 FUTURE LAND USE



FUTURE LAND USE

The Future Land Use Map is intended to serve as a guide for the City's elected leaders, the Planning Board, planning staff, property owners and developers as the City moves forward with the implementation of the Land Use Plan. This map supports the City's vision and goals for its future by establishing a spatial plan for the ongoing growth, development and redevelopment of the City that focuses on its core assets and takes advantage of past investments in utility and transportation infrastructure. This, in turn, will allow the City to maximize its return on those investments and better plan for additional strategic investments that are coordinated with its vision for growth.

LAND USE CATEGORIES

LOW INTENSITY

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

FLOOD RISK INFORMATION SYSTEM (FRIS) INFORMATION

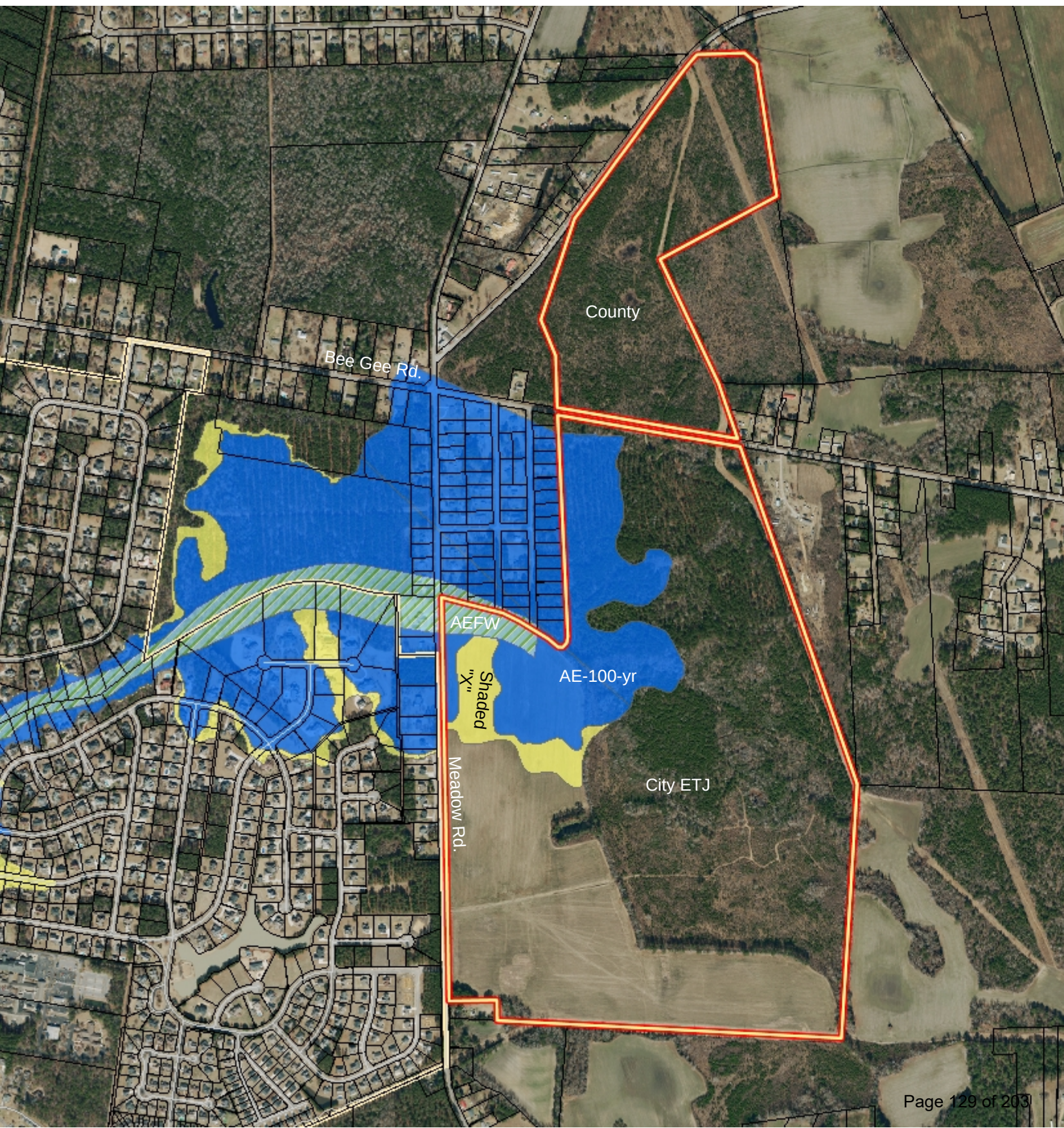
Flood Zones:

~ 46 acres - Zone AE Special Flood Hazard Area inundated by the 100-year flood; base flood elevations are determined.

~ 4.22 acres AE (Floodway)

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Map Number: 3720030300K **Panel Effective Date:** 12/6/2019



Goode Farms

Contiguous Annexation Application

June 26, 2026

PREPARED FOR:
DBC Partners, LLC

SUBMITTED TO:
City of Lumberton
Planning and Neighborhood Services
500 N. Cedar St.
Lumberton, NC 28359



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GOODE FARMS ANNEXATION Request Statement

I. REQUEST

DBC Partners, LLC. ("Applicant") requests the annexation of two parcels containing 388.39± acres located contiguous to the City of Lumberton. The properties are generally located at the intersection of Meadow Rd. and Bee Gee Rd. within the City of Lumberton's Extra-Territorial Jurisdiction (ETJ). The property included in this request has been collectively known as Goode Farms and includes the following tax map number: 100402078.

The property is located within the Low to Medium Intensity Future Land Use Category (FLUC) and has a zoning designation of M-2 (heavy manufacturing) and County Residential Agriculture. The Applicant is seeking to annex the property into the City of Lumberton to provide an innovative multi-family master planned community. The parcel in question is part of unincorporated Robeson County within the City of Lumberton ETJ.

A discussion was held in June 2026, and it was understood that the City is generally favorable to the annexation of this property. This annexation request, if approved, will form a contiguous and logical city boundary and provide the City with greater control over the form of development. The request complies with the intent and processes identified in the North Carolina General Statutes, City of Lumberton Land Use Ordinance, and the City's long-term plan for expansion as evidenced by the inclusion of the properties within the Lumberton ETJ.

The proposed annexation allows for the property to connect to City utilities. As a result, this annexation request also ensures continuity of public services throughout the entire project and compliance with all State and local requirements for annexations.

II. PROPERTY HISTORY & EXISTING CONDITIONS

The Goode Farms property is divided in two by Bee Gee Rd. The parcel facing Meadow Rd. is zoned M2, whereas the parcel located north and facing Bee Gee Rd. is zoned County Residential Agricultural (RA-20).

The property is surrounded by a mix of commercial, office, residential and agricultural uses. Surrounding uses are further identified in Table 1 below.

Table 1: Inventory of Surrounding Lands

	Future Land Use	Zoning	Current Land Use
North	Low Intensity	R-20 (Residential); County Residential Agriculture	Single Family Housing
South	Low Intensity	R-20 (Residential); County Residential Agriculture; R6 (Residential)	Single Family Housing; Farmland
East	Low Intensity	B3 (Office/Residential); CUP B-3 (Conditional Use Permit - Office/Residential)	Multi-Family Apartments; Professional Office Uses; Single-Family Residential; Church; Farmland

West	Medium Intensity	County Residential Agriculture;	Single Family Housing
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III. PUBLIC INFRASTRUCTURE

Roads

The property has direct access to the following public? roads:

- Bee Gee Rd., a two-lane road,
- Meadow Rd., a two-lane road,
- Indian Heritage Rd., a two-lane road.

Utilities

The Property is not currently served by potable water or sanitary sewer services; however, The City Public Works Department is amenable to extending water and sanitary sewer service to this site. Since water and sewer service is proposed to be extended to the Property, LDC Section 23-60 requires the submittal of a petition for annexation. Extensions of existing service required to connect the site to City water and sewer will be through developer funded improvements.

VI. DECISION-MAKING COMPLIANCE

Proposed annexations shall be reviewed in accordance with the requirements of NC General Statutes Chapter 160A – Article 4A – Extension of Corporate Limits.

G.S. 160A-31. Annexation by petition.

(a) The governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all the real property located within such area. The petition shall be signed by each owner of real property in the area and shall contain the address of each such owner.

APPLICANT: The attached application includes signatures by all owners of all the real property located within the project boundary.

(b) The petition shall be prepared in substantially the following form:

DATE:

To the _____ (name of governing board) of the (City or Town) of _____

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of _____

2. The area to be annexed is contiguous to the (City or Town) of _____ and the boundaries of such territory are as follows:

APPLICANT: The attached application satisfies the required format of annexation petitions.

(c) Upon receipt of the petition, the municipal governing board shall cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation. For petitions received under subsection (b1) or (j) of this section, the clerk shall receive the evidence provided under subsection (l) of this section before certifying the sufficiency of the petition. Upon receipt of the certification, the municipal governing board shall fix a date for a public hearing on the question of annexation, and shall cause notice of the public hearing to be published once in a



newspaper having general circulation in the municipality at least 10 days prior to the date of the public hearing; provided, if there be no such paper, the governing board shall have notices posted in three or more public places within the area to be annexed and three or more public places within the municipality.

APPLICANT: Acknowledged.

(d) At the public hearing persons resident or owning property in the area described in the petition and persons resident or owning property in the municipality shall be given an opportunity to be heard. The governing board shall then determine whether the petition meets the requirements of this section. Upon a finding that the petition that was not submitted under subsection (b1) or (j) of this section meets the requirements of this section, the governing board shall have authority to pass an ordinance annexing the territory described in the petition. The governing board shall have authority to make the annexing ordinance effective immediately or on the June 30 after the date of the passage of the ordinance or the June 30 of the following year after the date of passage of the ordinance.

APPLICANT: Acknowledged.

(d1) Upon a finding that a petition submitted under subsection (j) of this section meets the requirements of this section, the governing body shall have the authority to adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(d2) Upon a finding that a petition submitted under subsection (j) of this section meets the requirements of this section, the governing body shall have the authority to adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

APPLICANT: This petition is not submitted under subsection (j).

(d3) Municipal services shall be provided to an area annexed under subsections (b1) and (j) of this section in accordance with the requirements of Part 7 of this Article.

APPLICANT: Extensions of existing municipal services, including centralized water and sewer, will be through developer funded improvements.

(e) From and after the effective date of the annexation ordinance, the territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in such municipality and shall be entitled to the same privileges and benefits as other parts of such municipality. Real and personal property in the newly annexed territory on the January 1 immediately preceding the beginning of the fiscal year in which the annexation becomes effective is subject to municipal taxes as provided in G.S. 160A-58.10. If the effective date of annexation falls between June 1 and June 30, and the effective date of the privilege license tax ordinance of the annexing municipality is June 1, then businesses in the area to be annexed shall be liable for taxes imposed in such ordinance from and after the effective date of annexation.

APPLICANT: Acknowledged.

(f) For purposes of this section, an area shall be deemed "contiguous" if, at the time the petition is submitted, such area either abuts directly on the municipal boundary or is separated from the municipal boundary by the width of a street or street right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other

political subdivision, or lands owned by the State of North Carolina. A connecting corridor consisting solely of a street or street right-of-way may not be used to establish contiguity. In describing the area to be annexed in the annexation ordinance, the municipal governing board may include within the description any territory described in this subsection which separates the municipal boundary from the area petitioning for annexation.

APPLICANT: All properties are located abutting the corporate limits, separated from the corporate limits only by a street right-of-way, or by other property in common ownership with the site to be serviced.

(g) The governing board may initiate annexation of contiguous property owned by the municipality by adopting a resolution stating its intent to annex the property, in lieu of filing a petition. The resolution shall contain an adequate description of the property, state that the property is contiguous to the municipal boundaries and fix a date for a public hearing on the question of annexation. Notice of the public hearing shall be published as provided in subsection (c) of this section. The governing board may hold the public hearing and adopt the annexation ordinance as provided in subsection (d) of this section.

APPLICANT: Acknowledged.

(h) A city council which receives a petition for annexation under this section may by ordinance require that the petitioners file a signed statement declaring whether or not vested rights with respect to the properties subject to the petition have been established under G.S. 160D-108 or G.S. 160D-108.1. If the statement declares that such rights have been established, the city may require petitioners to provide proof of such rights. A statement which declares that no vested rights have been established under G.S. 160D-108 or G.S. 160D-108.1 shall be binding on the landowner and any such vested right shall be terminated.

APPLICANT: Acknowledged.

(i) A municipality has no authority to adopt a resolution or petition itself under this Part for annexation of property it does not own or have any legal interest in. For the purpose of this subsection, a municipality has no legal interest in a State-maintained street unless it owns the underlying fee and not just an easement.

APPLICANT: The request is for an annexation by petition of the landowners and not by the City of Lumberton. No portion of any State-maintained street is included in this annexation request.

(j) Using the procedures under this section, the governing board of any municipality may annex by ordinance any distressed area contiguous to its boundaries upon presentation to the governing board of a petition signed by at least one adult resident of at least two-thirds of the resident households located within such area. For purposes of this subsection, a "distressed area" is defined as an area in which at least fifty-one percent (51%) of the households in the area petitioning to be annexed have incomes that are two hundred percent (200%) or less than the most recently published United States Census Bureau poverty thresholds. The municipality may require reasonable proof that the petitioner in fact resides at the address indicated.

APPLICANT: The request is not for annexation of a distressed area.

(k) The petition under subsection (j) of this section shall be prepared in substantially the following form:



DATE:

To the _____ (name of governing board) of the (City or Town) of _____

1. We the undersigned residents of real property believe that the area described in paragraph 2 below meets the requirements of G.S. 160A-31(j) and respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of _____

2. The area to be annexed is contiguous to the (City or Town) of _____, and the boundaries of such territory are as follows:

APPLICANT: Acknowledged.

(l) For purposes of determining whether the percentage of households in the area petitioning for annexation meets the poverty thresholds under subsections (b1) and (j) of this section, the petitioners shall submit to the municipal governing board any reasonable evidence that demonstrates the area in fact meets the income requirements of that subsection. The evidence presented may include data from the most recent federal decennial census, other official census documents, signed affidavits by at least one adult resident of the household attesting to the household size and income level, or any other documentation verifying the incomes for a majority of the households within the petitioning area. Petitioners may select to submit name, address, and social security number to the clerk, who shall in turn submit the information to the Department of Revenue. Such information shall be kept confidential and is not a public record. The Department shall provide the municipality with a summary report of income for households in the petitioning area. Information for the report shall be gleaned from income tax returns, but the report submitted to the municipality shall not identify individuals or households.

APPLICANT: Acknowledged.

VII. CITY OF LUMBERTON ORDINANCE COMPLIANCE

In accordance with the City of Lumberton General and Land Use Ordinances, the proposed annexation complies with the following sections:

Section 23-60. Petition for Annexation.

Any person that petitions for water and/or sewer services for a proposed or existing residential, commercial or industrial building situated upon property abutting the corporate limits or separated from the corporate limits only by either a street right-of-way or by other property in common ownership with the site to be serviced, or a combination thereof, shall first petition the city council for annexation of the area consisting of the property whereupon the building to be serviced is situated and all tracts of land in common ownership with the property to be serviced which about said property.

APPLICANT: The companion rezoning application All properties are located abutting the corporate limits, separated from the corporate limits only by a street right-of-way, or by other property in common ownership with the site to be serviced.

Section 35-346. Voluntary Annexation.

A petition for annexation filed with the city under G.S. 160A-31 or G.S. 160A-58.1 shall contain a signed statement declaring whether or not any zoning vested right with respect to the properties subject to the petition has been established under G.S. 160A-385.1 or G.S. 153A-344.1. A statement that declares that no zoning vested right has been established under G.S. 160A-385.1 or G.S. 153A-344.1, or the failure to sign a statement declaring whether or not a zoning vested right has been established, shall be binding on the landowner and any such zoning vested right shall be terminated.



APPLICANT: Acknowledged.

VIII. CONCLUSION

The proposed annexation has demonstrated that it meets the state and local requirements for approval. Due to the Property's designation in the Lumberton Tomorrow Land Use Plan and the Lumberton ETJ, the annexation into the City of Lumberton implements the planned growth of the City.

Annexing will maintain cost-effective delivery of public services by connecting to City utilities, create a logical extension of the City boundary, and increase opportunities for housing diversity.

For these reasons, the Applicant respectfully requests approval of this annexation request as proposed.

COMPLETED PETITION

Lumberton City Council

Item: VII.I.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Planning & Neighborhood
Services

Submission Date: 06/26/2026

Subject: Craig Hartman SUP 5207 Simmons Dr -P-1

Summary/Background of Subject Matter:

Craig Hartman is requesting a Special Use Permit to construct a 3,600 square foot accessory structure for the property located at 5207 Simmons Dr.

Staff Recommendation:

Council review the request, refer the petition to the July 21, 2026 Planning Board meeting for their review, and authorized the Planning Director to set the date of the public hearing.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City
Clerk

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. STAFF REPORT SUBMITTED

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

TO: THE CITY COUNCIL OF THE CITY OF LUMBERTON

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

1. Applicant:

Owner:

Legal Name: CRAIG K HARTMAN

Legal Name: PAUL F. HARTMAN

LUMBERTON, NC 28360

CLIFTON FORGE, VA 24432

LUMBERTON, NC 28359

CLIFTON FORGE, VA 24422

Name of Business: N/A

Business Address: N/A

Description of Property:

2. 5207 SIMMONS DR.

(Address)

2525

(Deed Book)

610

(Page)

14

(Map Book)

48

(Page)

178' SIMMONS DR

(Frontage)

1.81 AC

(Area)

3. Tax Map Identification (parcel number): 100203064

4. Proposed Use of Property: ADDITION OF STORAGE BUILDING

5. Zoning District Designation of Property: R-20

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

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

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

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

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

File # 7.206

1 of 2
5/28/21

ADDRESS:

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

BUILD 3600SQ FT ACCESSORY STORAGE BUILDING
THAT DOES NOT COMPLY WITH 35-186C

11. Notarized Signatures:

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

Applicant: CRAIG K HARTMAN
Name

Physical Address

Applicant:

[Signature]

Signature

LUMBERICK, NC 28360

STATE OF

NC

COUNTY OF

ROBESON

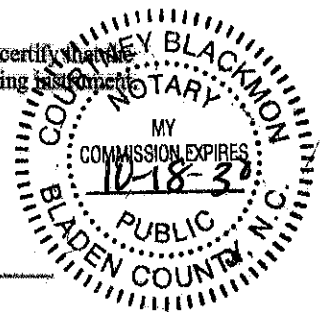
I, COURTNEY BLACKMON, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 26th day of June, 2020

Courtney Blackmon

Notary Public Signature

My Commission Expires: 10-18-2030



Owner: Paul F Hartman

Name

Physical Address

Owner:

[Signature]

Signature

STATE OF

Virginia

COUNTY OF

Alleghany

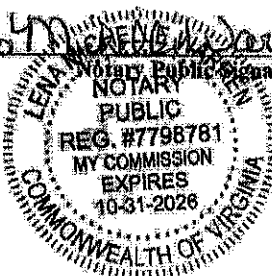
I, Lena Michelle Warren, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 26th day of June, 2020

Lena Michelle Warren

Notary Public Signature

My Commission Expires: 10-31-2026



File #

2 of 2

5/28/21

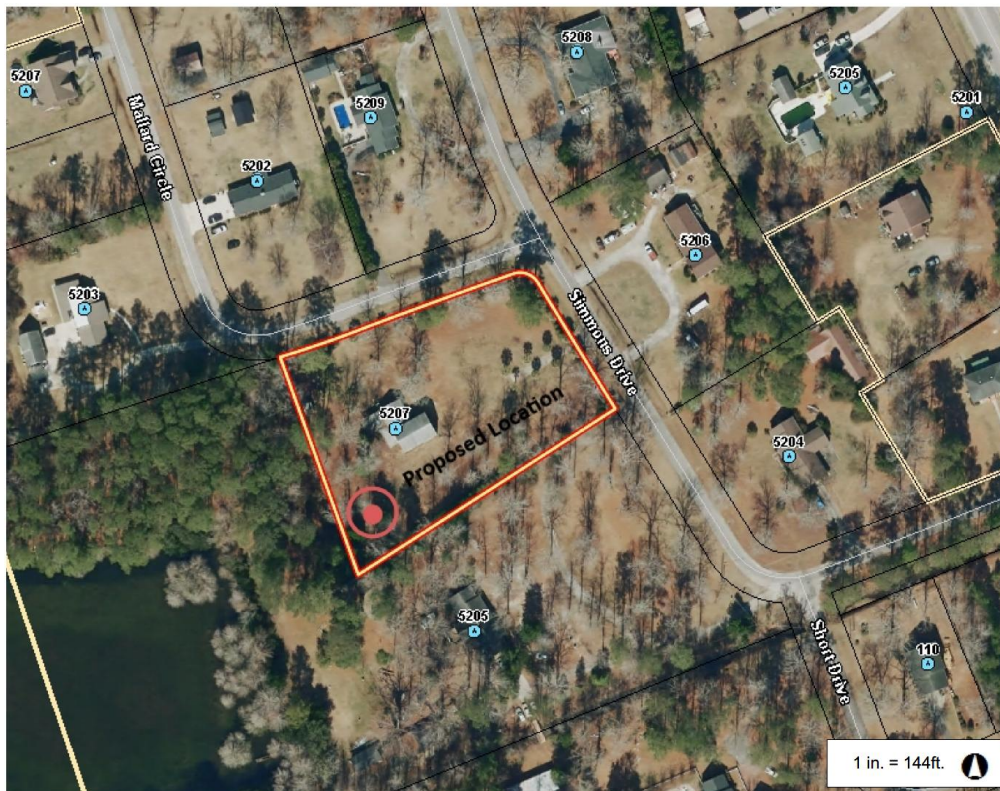
Planning & Neighborhood Services

Special Use Permit
 Craig Hartman SUP 5207 Simmons Dr -P-1

Date of Application Submittal:

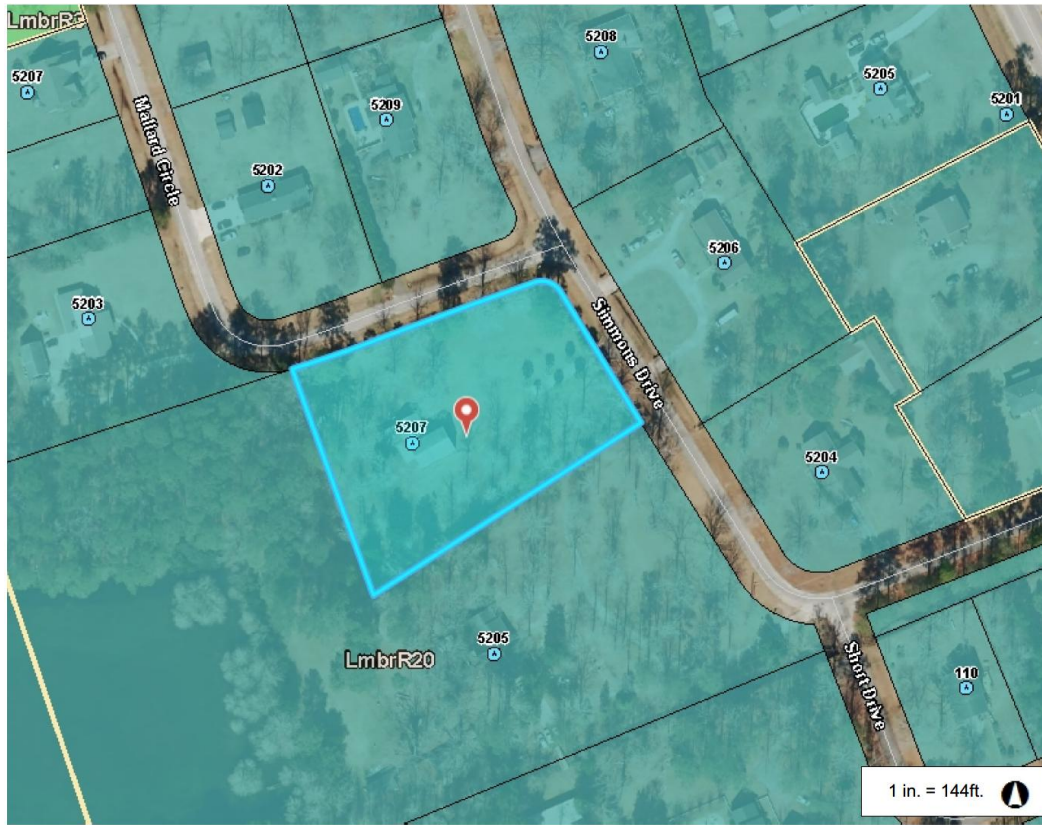
PETITIONER(S):	OWNER(S):
CRAIG HARTMAN	PAUL FRANKLIN HARTMAN
Special Use Permit Request: Craig Hartman is requesting a Special Use Permit to construct a 3,600 square feet accessory structure that does not meet the requirements of Section 35-185(c), for property located at 5207 Simmons Dr.	

LOCATION:



City of Lumberton

Planning & Neighborhood Services



PARCEL INFORMATION

Owner	Parcel #(s)	Zoning	Area	Limits of Construction
HARTMAN PAUL FRANKLIN	100203064	R-20, Residential single-family	78,843.6 sq.ft. 1.81 acres	78,843.6 sq.ft. 1.81 acres

ADJACENT PROPERTY SITE DATA

	Zoning	Land Use
Subject Property	- R-20, Residential single-family	- Single-family residential
North	- R-20, Residential single-family	- Mallard Circle ROW - Single-family residential
South	- R-20, Residential single-family	- Single-family residential
East	- R-20, Residential single-family	- Simmons Drive ROW - Single-family residential
West	- R-20, Residential single-family	- Single-family residential

ADJACENT PROPERTY ACCESSORY STRUCTURE



STAFF ANALYSIS

PROJECT OVERVIEW

Analysis: Craig Hartman is requesting a Special Use Permit to construct a 3,600 square feet accessory structure that does not meet the requirements of Section 35-185(c), for property located at 5207 Simmons Dr. (parcel # 100203064/Deed Book 02525 Page 610/Map Book 14 Page 48).

The requested accessory structure does not meet the requirements of Sec. 35-185(c), by exceeding the maximum size allowance for accessory structures. Therefore, a Special Use Permit is required.

The maximum size of residential accessory structures is fifty (50) percent of the ground floor area of the principal building.

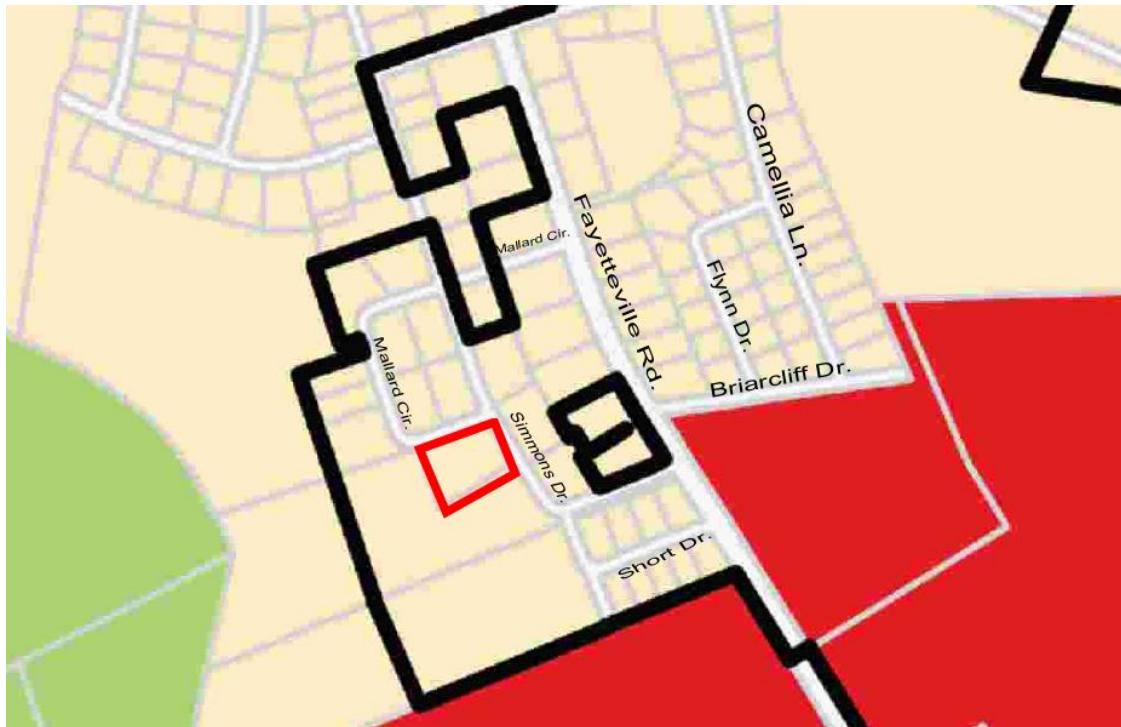
In this case, the principal building is 4,519 sq.ft. (applicant provided with application) and the maximum size of all residential accessory structures is 2,259.5 square feet. The maximum size allowance for accessory structures shall include a total of all accessory structures on the property. **~1,340.5 square feet over the maximum allowance.**

PLANNING & ZONING

Setback and Lot Size:

Zoning District	Min. Lot Size	Min. Lot Width	Min. Front Setback (right of way)	Min. Side & Rear Setbacks	Maximum Height
R-20	20,000	100'	30'	10'	35'

Land Use Plan: The Land Use Plan designates the future use of this parcel as Low Intensity, furthermore, this property is located within Precinct 1.



LOW INTENSITY

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

Planning & Neighborhood Services

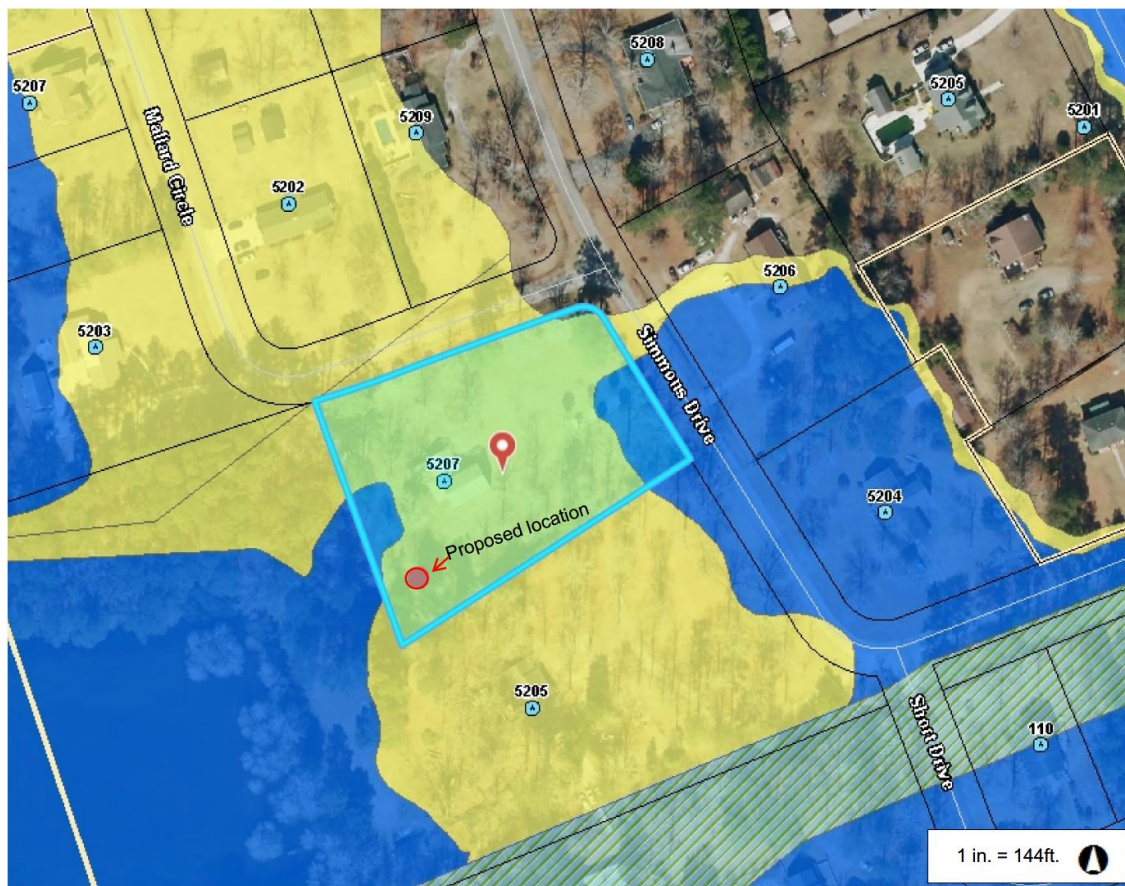
Similar approved request – Approved May 5, 2025 - Dannie Stewart Special Use Permit to construct a 1600 square feet accessory structure for property located at 328 Hood Rd. (parcel # 102006019/Deed Book 01059 Page 117). In this case, the principal building is 2,998 sq.ft. (Rob.Co. Tax) and the maximum size of all residential accessory structures are 1,490 square feet. The total square feet of all accessory structures, including existing and proposed, will be 2,582. **1,092 square feet over the maximum allowance (includes a 726 sq.ft. open carport).**

FLOOD RISK INFORMATION SYSTEM (FRIS) INFORMATION

Flood Zone AE – ~10,130 sq.ft./~ 0.23 acres: Special Flood Hazard Area inundated by the 100-year flood; base flood elevations are determined.

Flood Zone ‘X’ (Shaded) - ~68,713.6 sq.ft./~ 1.58 acres: 0.2 Percent Annual Chance Flood: The flood that has a 0.2% chance of being equaled or exceeded in any given year. Also known as the 500-year floodplain.

Map Number: 3710939300K **Panel Effective Date:** 12/6/2019





Planning & Neighborhood Services

DEVELOPMENT UPON APPROVAL

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

PLANNING STAFF RECOMMENDATION TO COUNCIL

Council review the request, refer the petition to the July 21, 2026 Planning Board meeting for their review, and authorized the Planning Director to set the date of the public hearing.

BUILDING PERMIT APPLICATION

Job Address:

Street # 5207 Unit # (if any): _____ Street Name: SIMMONS DRIVE Zip Code: 28360

Name of Owner: PAUL F. HARTMAN

Address of Owner: 807 PALACE BLVD.

City, ST, ZIP: CLIFTON FORGE VA. 24422 Phone: 804-638-0916

Contractor Name: _____ License # _____

Brief description of work to be done:

STORAGE GARAGE

Name of Applicant (Agent or Owner): CRAIG HARTMAN Date of Application: 6-26-26

Value of Work: \$ 69,171.66

Lien Agent: N/A

For Building Permits that add square footage to a property, enter the setbacks or furnish site plan.

Front: _____ Left Side: _____ Right Side: 10' Rear: 10'

For Building Permits:

Type of Construction Code (i.e., 5B): _____ Sprinkler System? Y _____ N ☒

For New Residential Construction:

of Stories: 1 # of Rooms: 1 # of Bedrooms 0 # of Baths 0 Fireplaces 0 Chimneys: 0

If Applicable:

of Buildings: 1 # of Units: _____ Sprinkler System Sq Footage: N/A

Square Footage Per Floor (Including Decks):

Basement: _____	5 th _____
1 st Floor: _____	6 th _____
2 nd Floor: _____	7 th _____
3 rd Floor: _____	8 th _____
4 th Floor: _____	Garage: <u>3600</u>
Total: <u>3600</u>	

Submit to:

City of Lumberton Inspections Department

P.O. Box 1388

Lumberton, NC 28359

910-671-3838/ Fax to: 910-671-3975

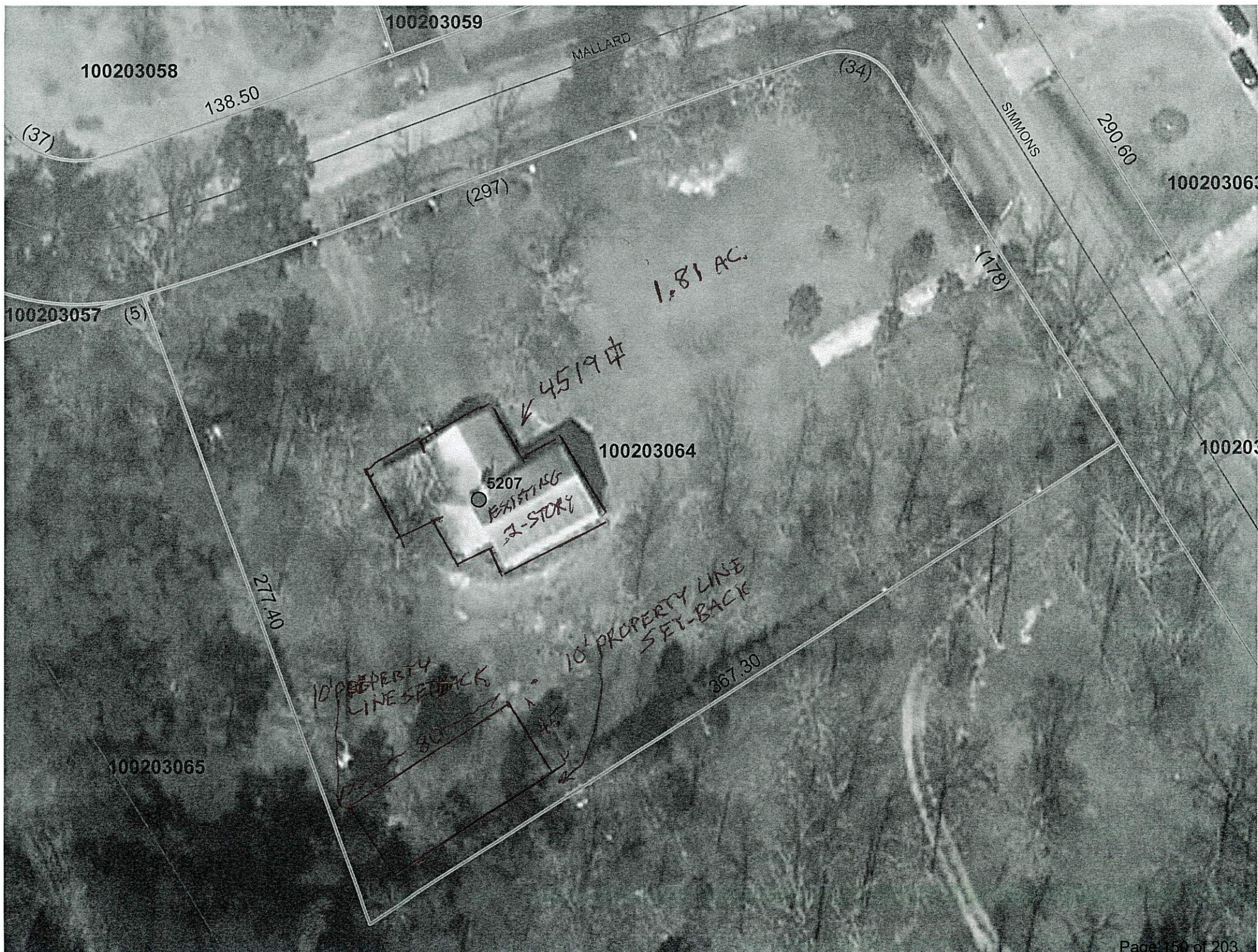
jransom@ci.lumberton.nc.us or bandrews@ci.lumberton.nc.us

Applicant's Signature: [Signature]

Telephone: 910-258-1452 *

Permit # _____

*Albus Cat@
aol.com
#*



100203058

100203059

MALLARD

138.50

(34)

SIMMONS

290.60

100203063

(297)

(178)

1.81 AC.

100203057 (5)

100203064

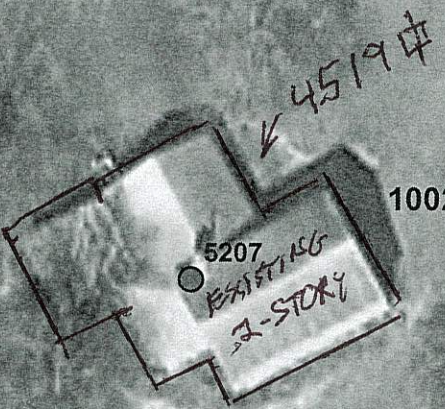
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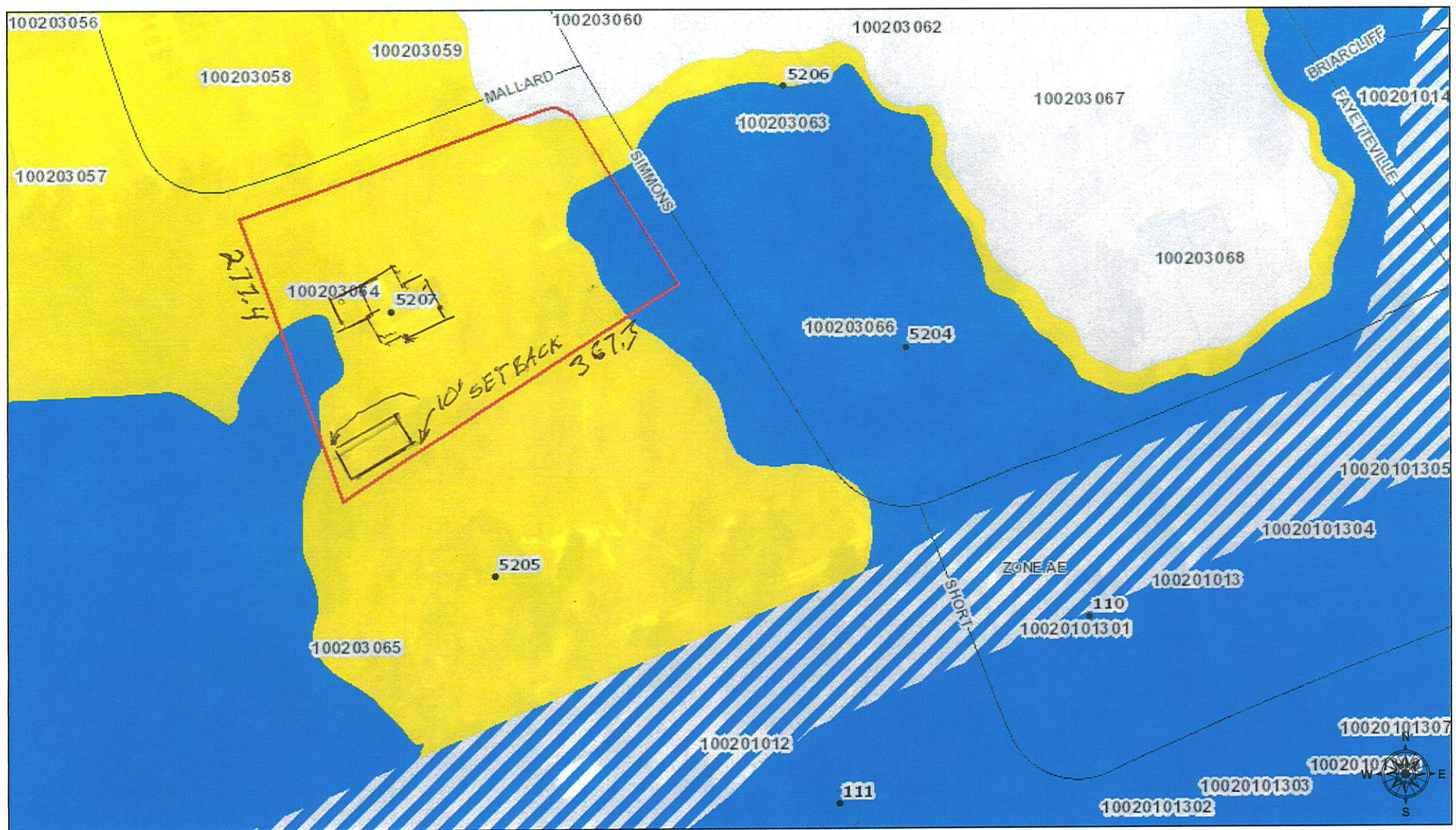
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367.30

10' PROPERTY LINE SET-BACK

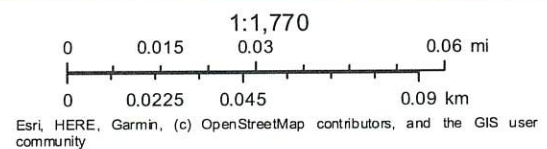
10' PROPERTY LINE SET-BACK

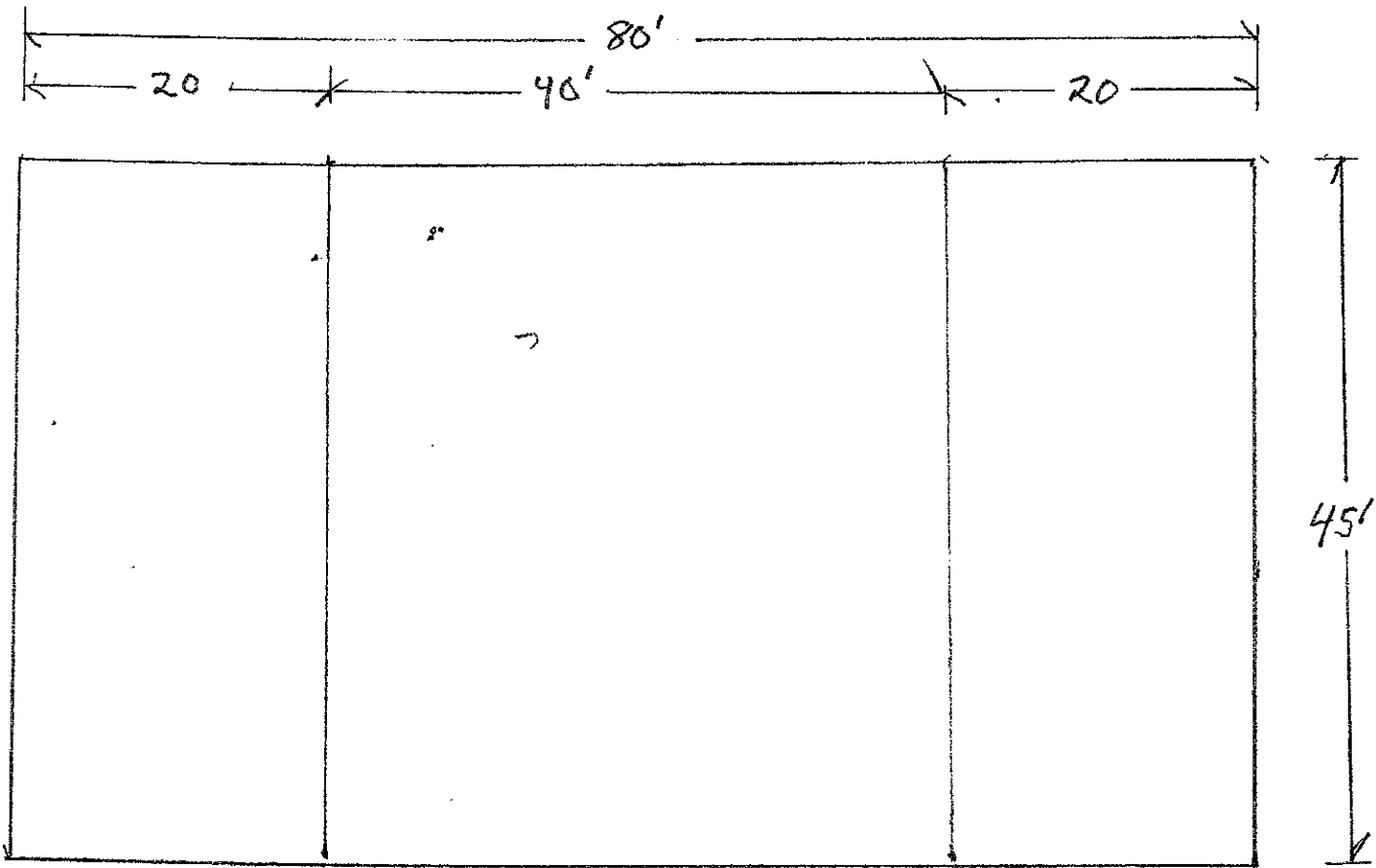


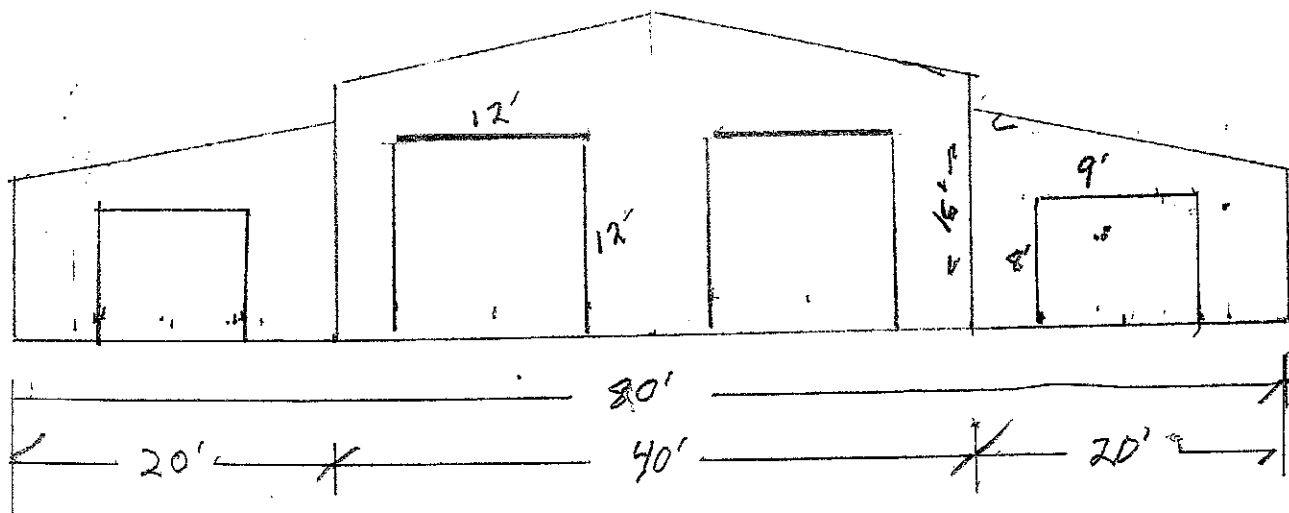


June 11, 2026

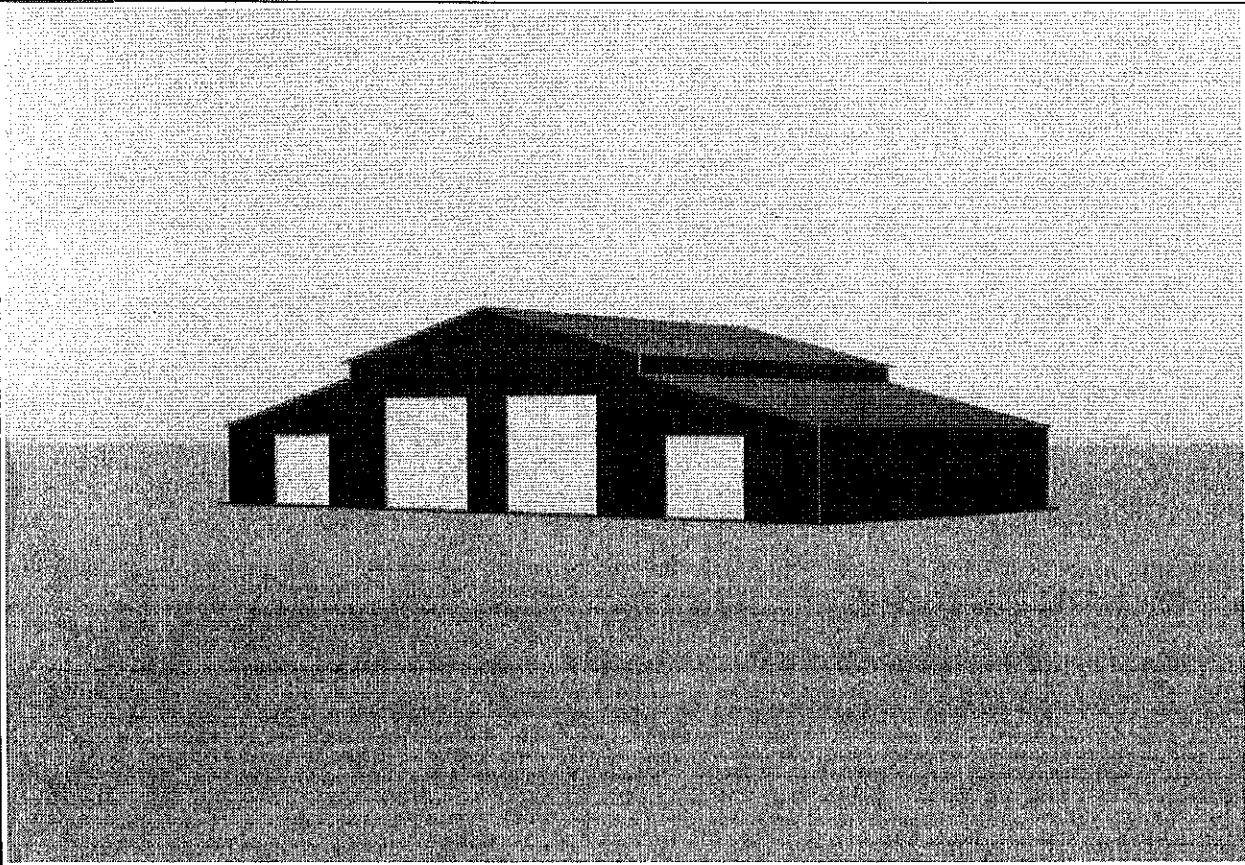
- Address Points
- County Line
- Streets







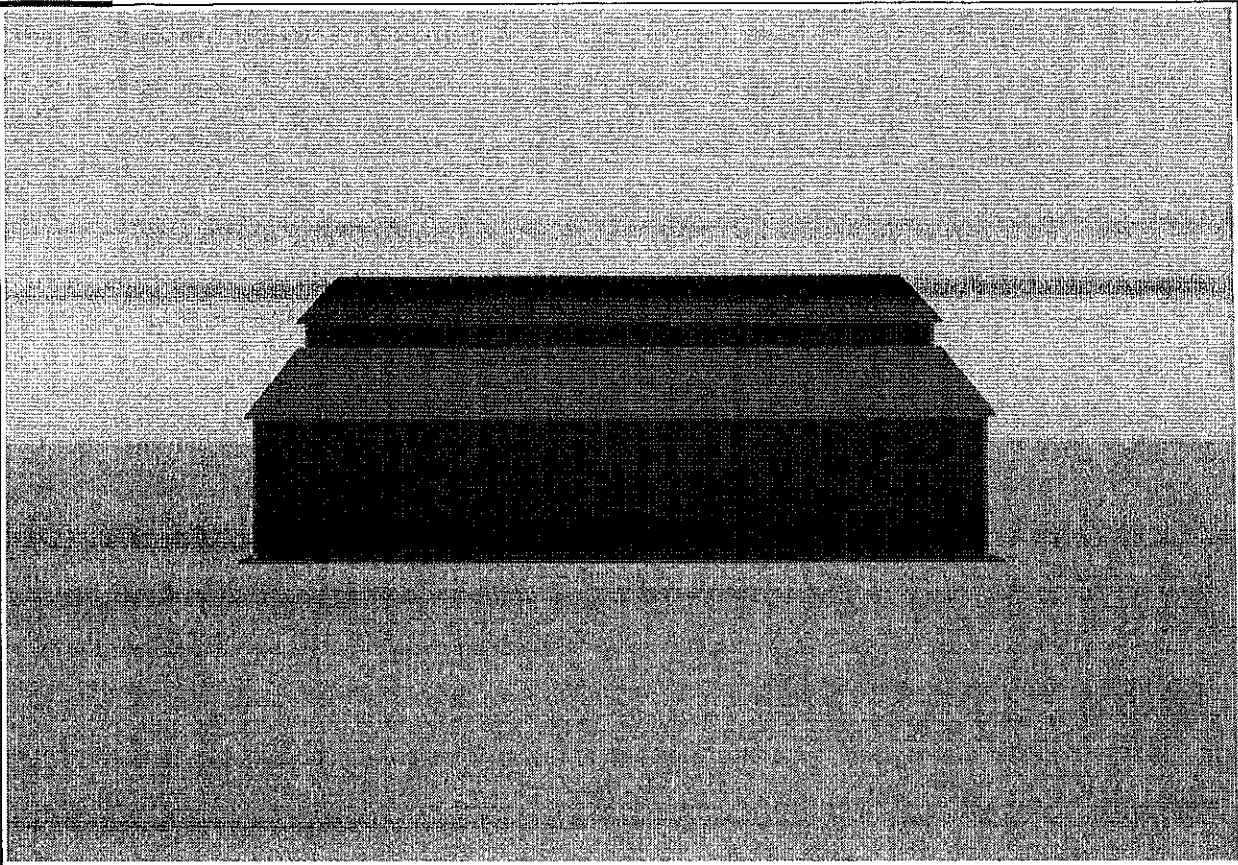
BUILDING VIEW



FRONT

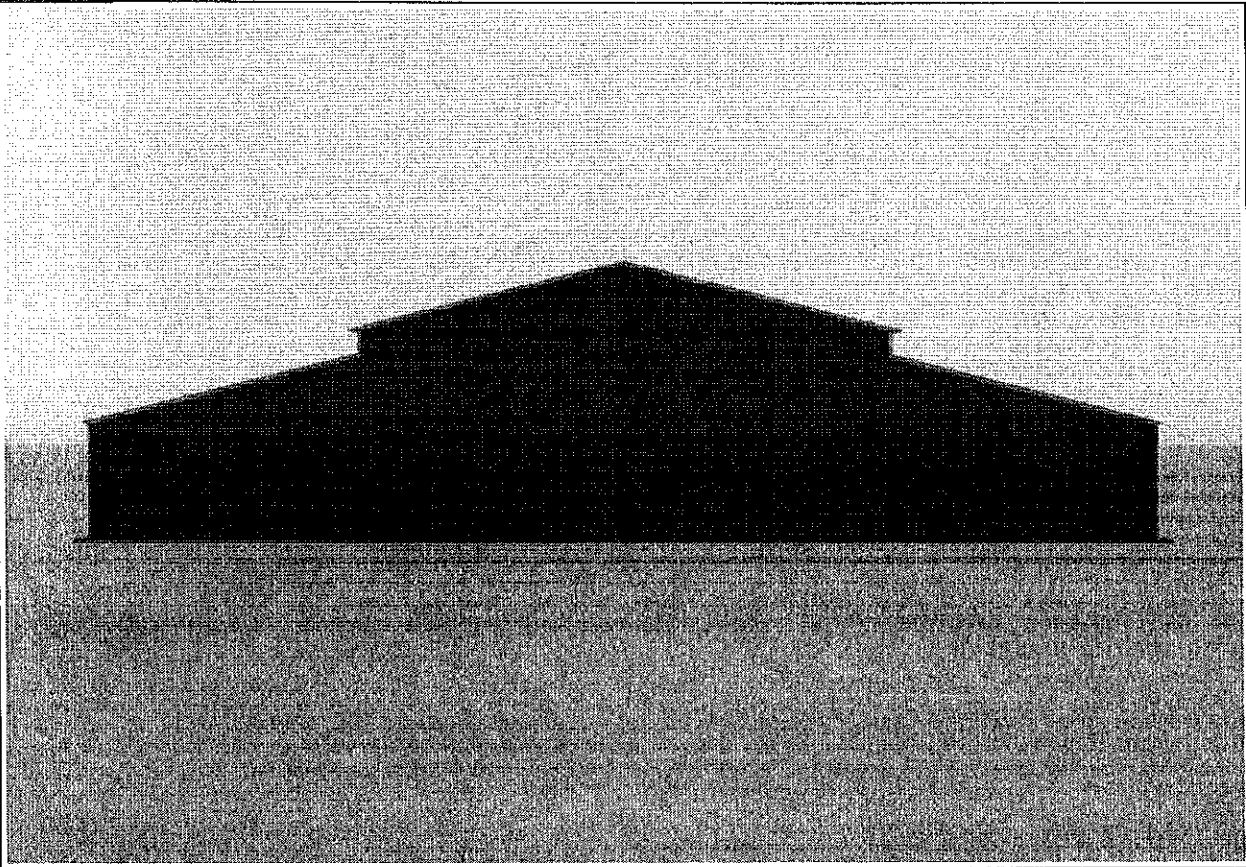
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BUILDING VIEW



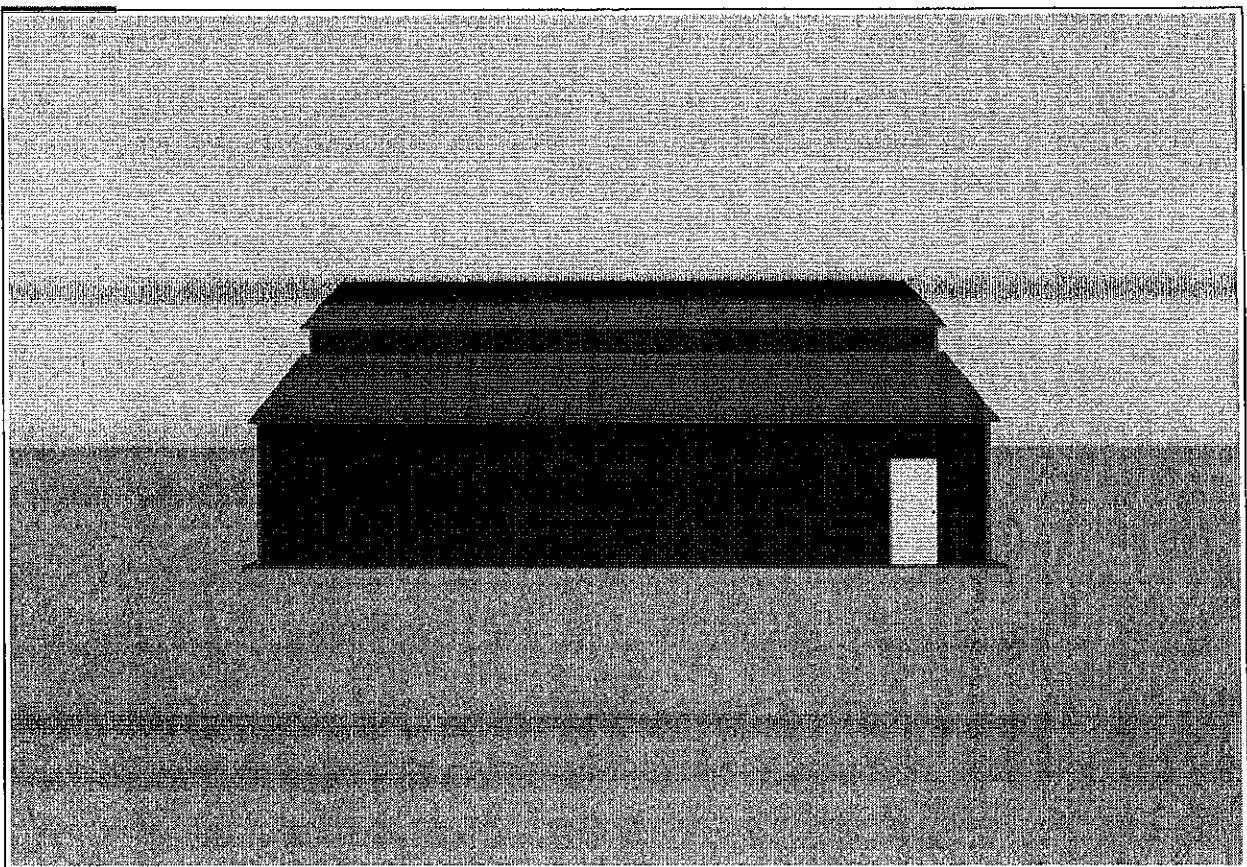
RIGHT

BUILDING VIEW

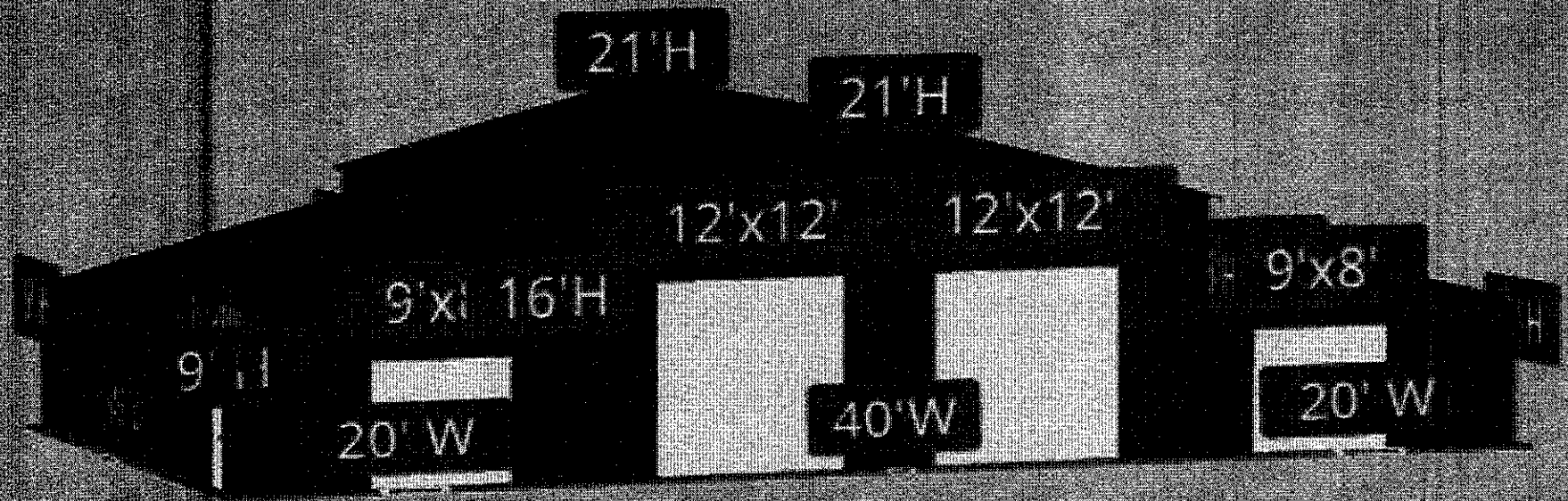


BACK

BUILDING VIEW



LEFT



Lumberton City Council

Item: VII.J.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Planning & Neighborhood
Services

Submission Date: 07/08/2026

Subject: Christopher Powers Special Use Permit for an Architecturally Integrated Subdivision
Dawn Drive/Wellington Rd. P-8

Summary/Background of Subject Matter:

Christopher Powers, Special Use Permit for an Architecturally Integrated Subdivision for
property located on Dawn Drive and Wellington Rd.

Staff Recommendation:

Council review the request, refer the petition to the July 21, 2026 Planning Board meeting for
their review, and authorize the Planning Director to set the date of the public hearing.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City
Clerk

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. BP-70C31_20260708_140322

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

TO: THE CITY COUNCIL OF THE CITY OF LUMBERTON

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

1. Applicant:

Legal Name: 1610 Land Co, LLC

Physical Address: Wellington Rd. #

Dawn Dr.

Mailing Address: 750 S Roberts

Ave. Lumberton, NC

Owner:

Legal Name: 1610 Land Co, LLC

Physical Address: Wellington Rd. #

Dawn Dr.

Mailing Address: 750 S Roberts Ave.

Lumberton, NC

Description of Property:

2 Wellington Rd. & Dawn Dr.
(Address)

2548
(Deed Book)

442
(Page)

67

(Map Book)

158

(Page)

Lot 1 - 6.89 A, Lot 2 - 6.11 A

(Frontage)

Lot 1 - 2.45 Acres, Lot 2 - 1.94 Ac.

(Area)

3. Tax Map Identification (parcel number): 10060101221F, 10060101221FA

4. Proposed Use of Property: Townhomes

5. Zoning District Designation of Property: B2, B3

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

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

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

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

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

ADDRESS:

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

Townhomes Subdivision

11. Notarized Signatures:

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

Applicant: Christopher Powers

Name

Physical Address

Applicant:

Signature

STATE OF NC COUNTY OF Robeson

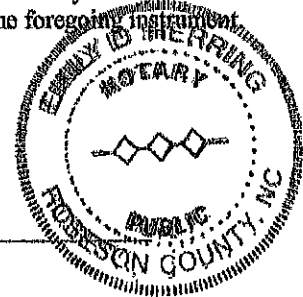
I, Emily D Herring, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 8th day of July, 2026

Emily D Herring

Notary Public Signature

My Commission Expires: 9-4-29



Owner:

Name

Christopher Powers

Physical Address

Owner:

Signature

STATE OF NC COUNTY OF Robeson

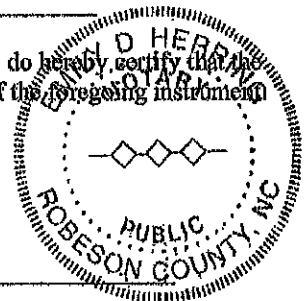
I, Emily D Herring, a Notary Public in and for said County and State, do hereby certify that the following individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 8th day of July, 2026

Emily D Herring

Notary Public Signature

My Commission Expires: 9-4-29

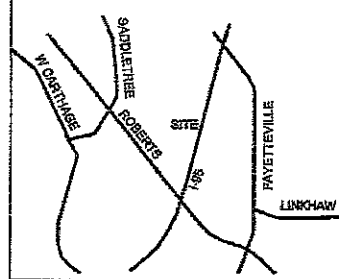


2 of 2

File #

5/28/21

LEGEND	
apk	- existing pk nail found
eis	- existing iron stake found
ecm	- existing concrete marker found
erns	- existing railroad spike found
ela	- existing iron axle found
en	- existing nail found
smn	- set mag nail
ernm	- existing mag nail found
slp	- set iron pipe
slp	- existing iron pipe found
sir	- set iron rod
elr	- existing iron rod found
cp	- calculated point (no stake set)
---	right of way line plotted
---	surveyed line
---	line plotted (not surveyed)
---	fence line plotted
---	ditch line plotted
---	assessment line plotted
---	centerline line plotted
---	tie line surveyed



VICINITY MAP
NOT TO SCALE

EXISTING BOUNDARY SURVEY MAP 1 OF 2
PREPARED FOR

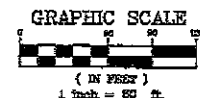
French Family Properties

Lumberton Township
Robeson County North Carolina
September 24, 2025 Scale 1" = 60'
Title Reference: Deed Book 1430, Page 572
Map Book 54, Page 173

NORTH CAROLINA
ROBESON COUNTY
I, JOHN D. POWERS, JR., PLS LISTED, CERTIFY THAT
THIS MAP WAS DRAWN UNDER MY SUPERVISION
FROM AN ACTUAL SURVEY MADE UNDER MY
SUPERVISION, DEED AND DESCRIPTION RECORDED IN
MAP BOOK 54, PAGE 173, THAT THE RATIO OF
PRECISION AS CALCULATED BY LATITUDE AND
DEPARTURES IS 1/10,000; THAT THE BOUNDARIES
NOT SURVEYED ARE SHOWN AS DOTTED LINES
PLOTTED FROM INFORMATION FOUND IN BOOKS
REFERENCED, THAT THIS MAP WAS PREPARED IN
ACCORDANCE WITH G.S. 47-30 AS AMENDED WITNESS
MY HAND AND SEAL THIS 6TH DAY OF APRIL, A.D.
2025.

THIS SURVEY OF EXISTING PARCELS OF LAND WITHIN
THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS
AN ORDINANCE THAT REGULATES PARCELS OF LAND.

RETURN: CITY OF LUMBERTON



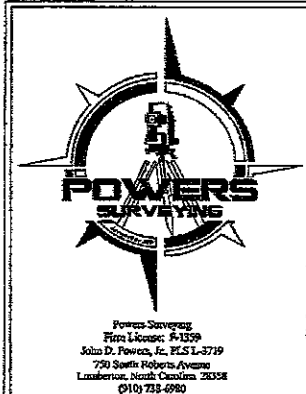
STATE OF NORTH CAROLINA
COUNTY OF ROBESON
I, Debbie Jones
REVIEW OFFICER OF ROBESON COUNTY
CERTIFY THAT THIS MAP OR PLAT TO WHICH
THIS CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.
Dominique Jones
REVIEW OFFICER
DATE 9/25/2025

2025068538
ROBESON CO. LC. FEE \$42.00
PREPARED & RECORDED
09-25-2025 11:20:59 AM
VICKI L. LOCKLEAR
BY GCSA W/INDEPENDENT LOOKLEAR
SEAL
SK: M 67
PG: 158-159

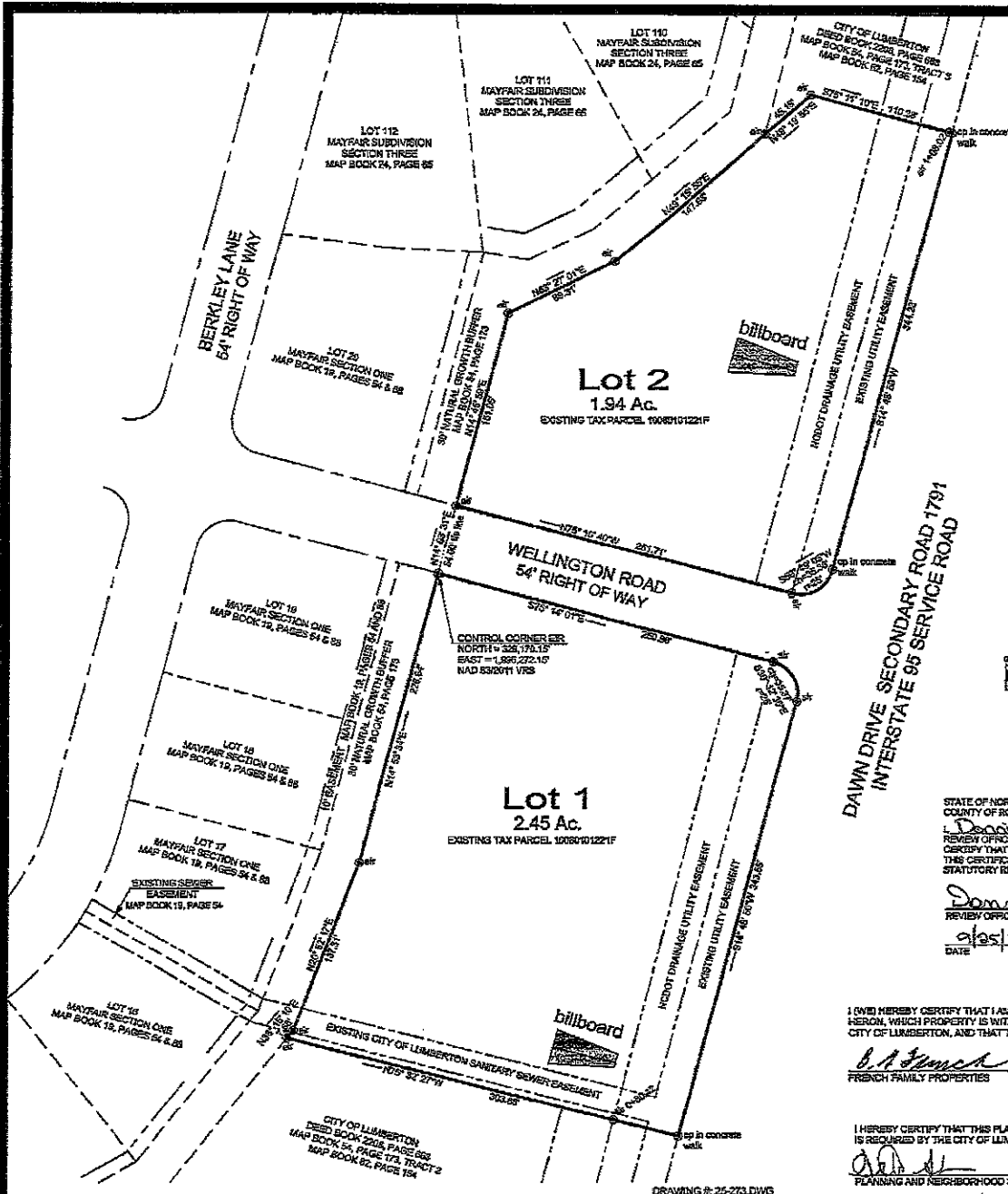
I (WE) HEREBY CERTIFY THAT I AM (WE ARE THE) OWNER(S) OF THE PROPERTY DESCRIBED
HEREON, WHICH PROPERTY IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE
CITY OF LUMBERTON, AND THAT THESE ARE EXISTING PARCELS

B. J. French
FRENCH FAMILY PROPERTIES
DATE 9/24/2025

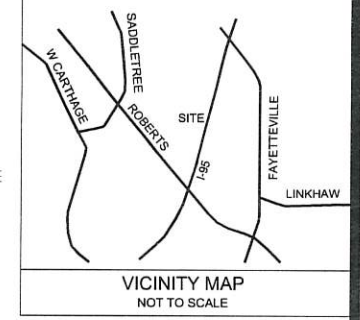
I HEREBY CERTIFY THAT THIS PLAT SHOWN IS OF AN EXISTING PARCEL AND NO APPROVAL
IS REQUIRED BY THE CITY OF LUMBERTON FOR RECORDING. Sunny Day, 810 Subd.
9/25/2025
PLANNING AND NEIGHBORHOOD SERVICES DIRECTOR
DATE



Powers Surveying
Firm License: 4-1359
John D. Powers, Jr., PLS L-3719
730 South Roberts Avenue
Lumberton, North Carolina 28358
(910) 733-6980



DRAWING #: 25-273.DIMS

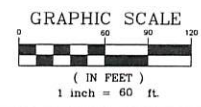


1610 Land Company, LLC
OF
**Ross Ridge Village
At Mayfair**

Lumberton Township
Robeson County North Carolina
June 2, 2026 Scale 1" = 60'
Title Reference: Deed Book 2548, Page 442
Map Book 67, Page 158



PRELIMINARY PLAT
NOT FOR RECORDING
CONVEYANCE OR SALES
NOT FOR CONSTRUCTION



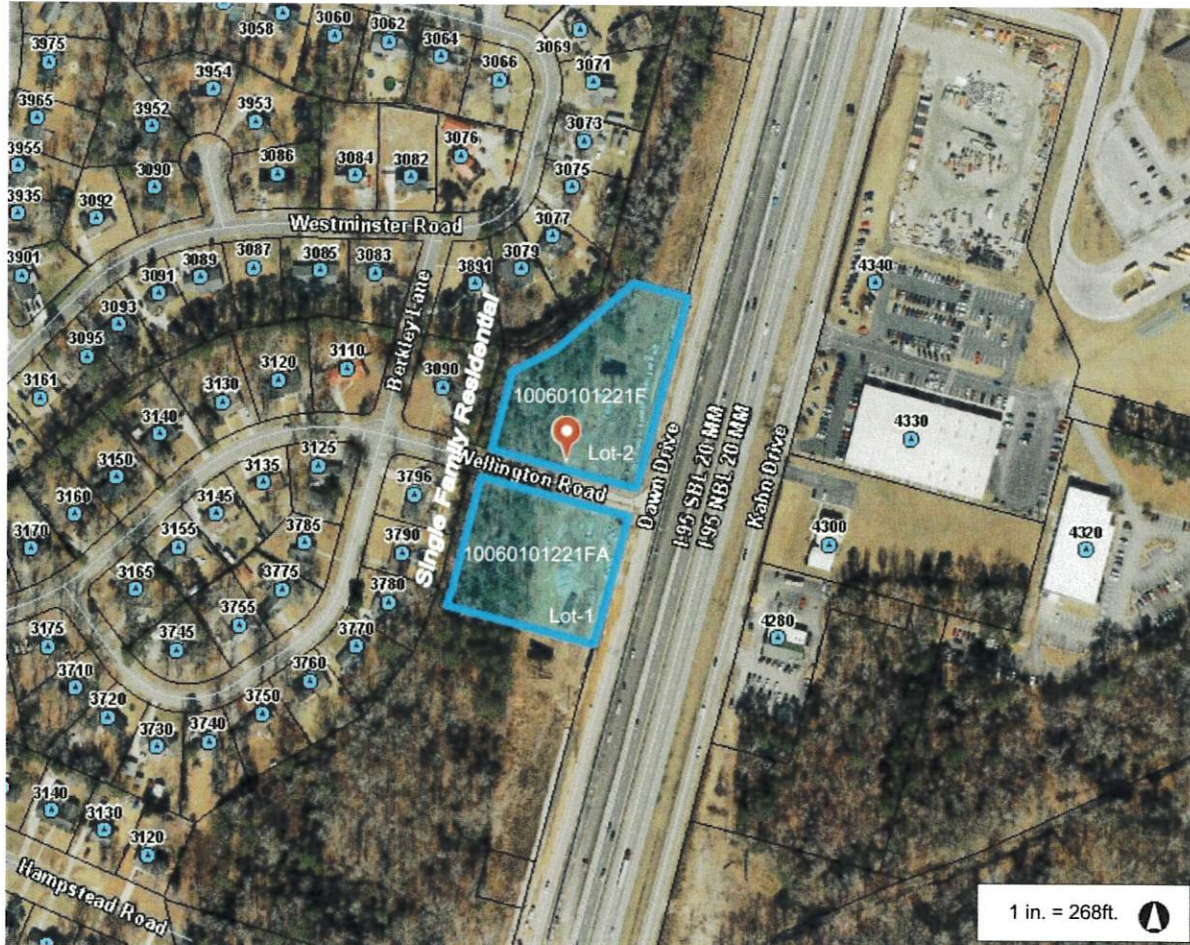
POWERS SURVEYING
Powers Surveying
Firm License: F-1359
John D. Powers, Jr., PLS L-3719
750 South Roberts Avenue
Lumberton, North Carolina 28358
(910) 738-6980

Planning & Neighborhood Services

**7.205 - 1610 Land Co. LLC SUP-Major Subdivision -Architecturally
Integrated Subdivision**

PETITIONER(S):	OWNER(S):
1610 Land Co. LLC (Christopher Powers) 750 S. Roberts Ave. Lumberton, NC 28358	1610 Land Co. LLC 750 S. Roberts Ave. Lumberton, NC 28358
Special Use Permit Request: Christopher Powers, with 1610 Land Co. LLC. is requesting a Special Use Permit for an Architecturally Integrated Subdivision for property located on Dawn Drive.	

LOCATION:



City of Lumberton

Planning & Neighborhood Services



PARCEL INFORMATION

Owner	Parcel #(s)	Zoning	Area	Limits of Construction
1610 Land Co. LLC	10060101221FA Lot#1	B-2, Business Community	~2.45 acres	~4.39 acres
1610 Land Co. LLC	10060101221F Lot#2	B-3, Office Residential	~1.94 acres	

City of



Lumberton

Planning & Neighborhood Services

DENSITY AND DIMENSIONAL REGULATIONS-MULTIFAMILY

Zoning District	Minimum Lot Size	Minimum Lot Width	Minimum Setbacks from Right of Way	Minimum Setbacks from Boundary Line	Maximum Building Height
B-2	3,000 per unit if used for Multi-Family Residential purposes including Cluster & Architecturally Integrated Subdivisions, otherwise no minimum.	50 feet	20 feet	10 feet	35 feet
B-3	For Multi-Family Residential purposes including Architecturally Integrated Subdivisions, 7,000 for first two (2) dwelling units in each building and 2,500 for each additional dwelling unit, otherwise 7,000 *** Not to exceed eight (8) dwelling units per building and/or ten (10) dwelling units per acre.	70 feet	20 feet	10 feet	35 feet

ADJACENT PROPERTY SITE DATA

	Zoning	Land Use
Subject Property	- B-2, Business Community - B-3, Office Residential	- Proposed Architecturally Integrated Subdivision- Townhomes
North	- B-3, Office Residential	- Vacant – City of Lumberton Property
South	- B-5, Highway Service	- Vacant – City of Lumberton Property
East	- N/A	- Dawn Drive - I-95
West	- R-15, Residential Single Family	- Single-family residences

STAFF ANALYSIS

PROJECT OVERVIEW

Analysis: Christopher Powers, with 1610 Land Co. LLC. is requesting a Special Use Permit for an Architecturally Integrated Subdivision for property located on Dawn Drive (parcel #'s 10060101221F and 10060101221FA/Deed Book 2548/Page 0442; Map Book 67/ Page 158).

PLANNING & ZONING

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



LOW INTENSITY

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



Planning & Neighborhood Services

Screening:

Existing 30' natural growth buffer from single-family residences along the western boundary line (MB 54 PG 173).

Type 'B' along the streets – Existing utility easements may prohibit installing screening along Dawn Drive.

Broken screen, type "B". A screen composed of intermittent visual obstructions from the ground to a height of at least eight (8) feet. The broken screen is intended to create the impression of a separation of spaces without necessarily eliminating visual contact between the spaces. It may be composed of a wall, fence, landscaped earth berm, planted vegetation, or existing vegetation. Compliance of planted vegetative screens or natural vegetation will be judged on the basis of the average mature height and density of foliage of the subject species, or field observation of existing vegetation. No opening between opaque portions of the screen shall exceed eight (8) feet. The opaque portion of the screen must be opaque in all seasons of the year, while the unobstructed openings may contain deciduous plants. Suggested planting patterns that will achieve this standard are included in Appendix D [which is on file in the office of the city clerk].

Sec. 35-279. Subdivision and multifamily development entrance signs.

At any entrance to a subdivision or multifamily development there may be not more than two (2) signs identifying such subdivision or development. A single side of any such sign may not exceed sixteen (16) square feet, nor may the total surface area of all such signs located at a single entrance exceed thirty-two (32) square feet. Notwithstanding the foregoing, if the entrance is located upon an arterial street and the sign is designed to complement, in its construction and location, the surrounding environment, then a conditional use permit may be granted to allow a larger area, but, in no event, shall a single side of any such sign exceed thirty-two (32) square feet or the total surface area of all such signs located at a single entrance exceed sixty-four (64) square feet.

FLOOD RISK INFORMATION SYSTEM (FRIS) INFORMATION

Flood Zone: 0.2% Annual Chance Flood Hazard/Shaded Zone X/Not in special flood hazard area: 0.2 Percent Annual Chance Flood: The flood that has a 0.2% chance of being equaled or exceeded in any given year. Also known as the 500-year floodplain.

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

▲ **3710939200K**

Jul 8, 2026



North Carolina Floodplain Mapping Program



DEVELOPMENT UPON APPROVAL

If this Special Use Permit is granted the applicant must submit site development plans to the City of Lumberton, and other Federal and State Departments, if applicable, for review and approval prior to development. All conditions of the Special Use Permit will be enforced.

PLANNING STAFF RECOMMENDATION TO COUNCIL

Council review the request, refer the petition to the July 21, 2026 Planning Board meeting for their review, and authorize the Planning Director to set the date of the public hearing.

Lumberton City Council

Item: VII.K.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: Planning & Neighborhood
Services

Submission Date: 07/08/2026

Subject: Megan Fowler rezoning of approximately 0.25 acres of property located at 1908 Elizabethtown Road, - P3

Summary/Background of Subject Matter:

Megan Fowler is requesting to rezone approximately 0.25 acres of property located at 1908 Elizabethtown Road, parcel # 321602006. This request is to rezone the property from R-7, Residential single family/duplex to B-4, Business general commercial, to develop a salon and wellness center at this location.

Staff Recommendation:

Council review the request, refer the petition to the July 21, 2026 Planning Board meeting for their review, and authorize the Planning Director to set the date of the public hearing.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City
Clerk

Department: Planning & Neighborhood
Services

ATTACHMENTS:

1. BP-70C31_20260708_140259

City of



Lumberton

DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
APPLICATION FOR ZONING MAP AMENDMENT

TO: THE CITY COUNCIL OF THE CITY OF LUMBERTON

The undersigned hereby respectfully requests that the Official Zoning Map of the City of Lumberton, North Carolina be amended as hereinafter described:

(NOTE: Please complete this application by typing or printing legibly.)

1. Applicant:

Owner:

Full Legal Name: Megan Fowler

Full Legal Name: Megan Fowler

2. Description of Property:

1908 E Elizabethtown Rd, Lumberton NC 28358 2402 917, 240
(Address) (Deed Book) (Page)
810 134th .62
(Map Book) (Page) (Frontage) (Area)

3. Tax Map Identification Number (parcel number): 321602006

4. Existing Zoning District Designation of Property: B-4 & R-7

5. Requested Zoning District Designation of Property: R-7 to B-4

6. Applicant's Interest In Property (check one): ☒ Owner ☐ Owner's Agent ☐ Lease-to-Own
☐ Tenant ☐ Family member ☐ Other (explain) _____

7. Legal Description of Property: Attach a running description of the portion of the property to be rezoned in metes and bounds sufficient to reconstruct the same on the property.

8. Site Map: Attach a map of the property in question.

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

1 of 3

All property owners must provide a physical address and sign their application. Additional signature page(s) are available upon request.

File # _____

2/6/2014

Updated 4/5/2012

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



DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
APPLICATION FOR ZONING MAP AMENDMENT

10. Applicant's Intended Use of Property (Applicant should attach a detailed business plan which includes the intended use of the property):

The Intended use of the property is the development and operation of a commercial salon and wellness suite facility. The project will provide individual suites for licensed beauty and wellness professionals, including hairstylists, estheticians, nail tech., massage therapists, and similar personal services providers. The development may also include tanning services, reception/waiting areas, restroom, laundry facilities, and related support areas/spaces. The project is intended to provide new business opportunities, create jobs, and enhance commercial services available to residents of Lumberton and the surrounding area. The property will be developed and maintained in compliance with all applicable city ordinances, zoning regulations, building codes, and licensing requirements.

City of



Lumberton

DEPARTMENT OF PLANNING & NEIGHBORHOOD SERVICES
APPLICATION FOR ZONING MAP AMENDMENT

11. Notarized Signatures:

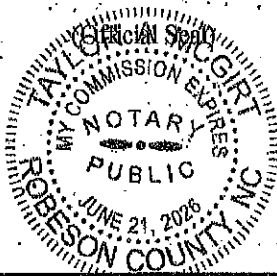
Applicant: Megan Fowler [Redacted]
Full Legal Name (type or print) Home Address

STATE OF NC COUNTY OF Robeson

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

Applicant: [Signature]
Signature

WITNESS my hand and official seal, this the 19th day of June, 2026.



Taylor A. McGirt
Official Signature of Notary

Taylor A. McGirt, Notary Public
Notary's printed or typed name

My Commission Expires: 6/21/2026

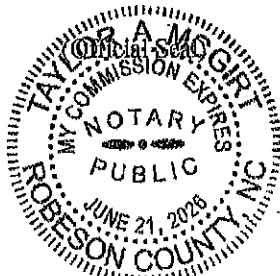
Owner: Megan Fowler [Redacted]
Full Legal Name (type or print) Home Address

STATE OF NC COUNTY OF Robeson

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

Owner: [Signature]
Signature

WITNESS my hand and official seal, this the 19th day of June, 2026.



Taylor A. McGirt
Official Signature of Notary

Taylor A. McGirt, Notary Public
Notary's printed or typed name

My Commission Expires: 6/21/2026

3 of 3

All property owners must provide a physical address and sign their application. Additional signature page(s) are available upon request.

File # _____

2/6/2014

Updated 4/5/2012

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



REAR / SIDE PERSPECTIVE



KEYLESS ENTRY



SECURITY CAMERA
SYSTEM



LED EXTERIOR
LIGHTING



ADA ACCESSIBLE



LANDSCAPING &
GREENERY



PROFESSIONAL
ENVIRONMENT

BUILDING DATA

TOTAL SQUARE FOOTAGE: ±4,760 SQ. FT.

FIRST FLOOR: ±2,380 SQ. FT.

SECOND FLOOR: ±2,380 SQ. FT.

CEILING HEIGHT: 10'-0"

CONSTRUCTION TYPE: COMMERCIAL

EXTERIOR: STUCCO, STONE, GLASS, METAL

ROOF: TPO MEMBRANE (FLAT ROOF)

BUSINESS HOURS

MONDAY – THURSDAY 8:00 AM – 8:00 PM

FRIDAY 8:00 AM – 7:00 PM

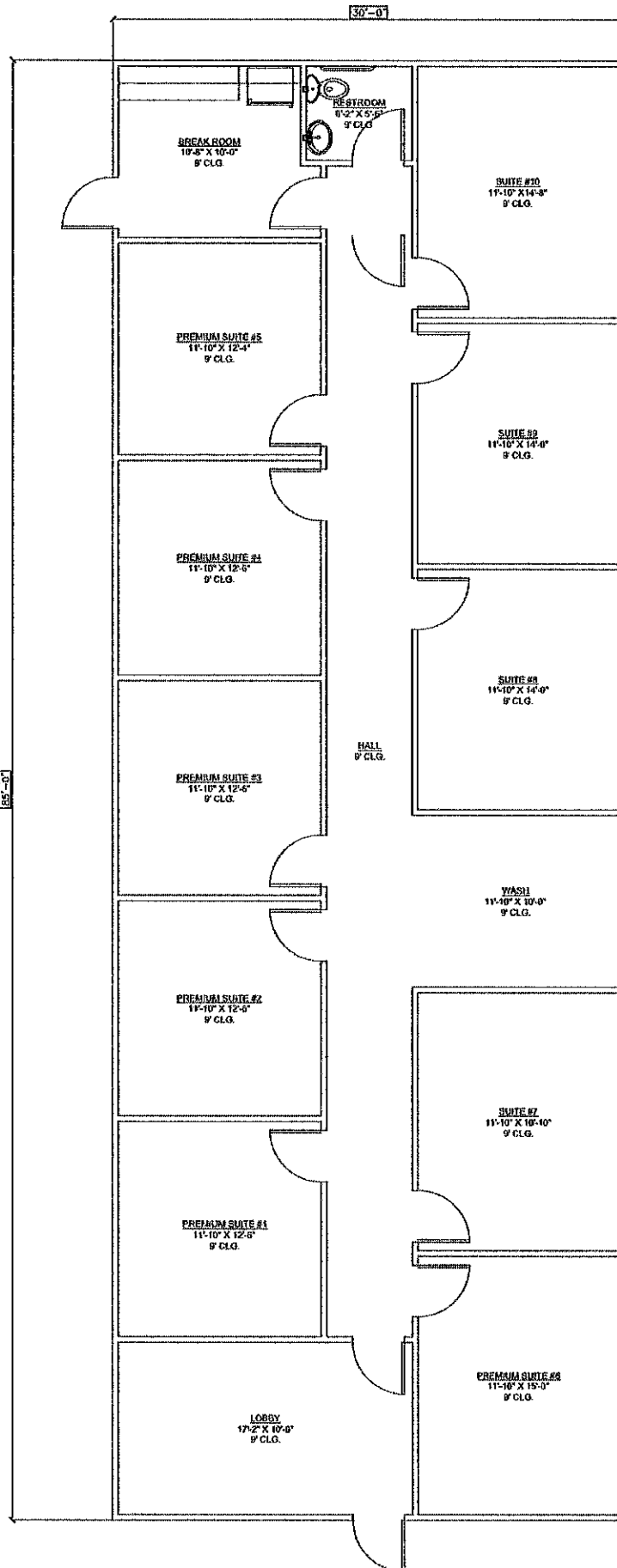
SATURDAY 8:00 AM – 5:00 PM

SUNDAY CLOSED

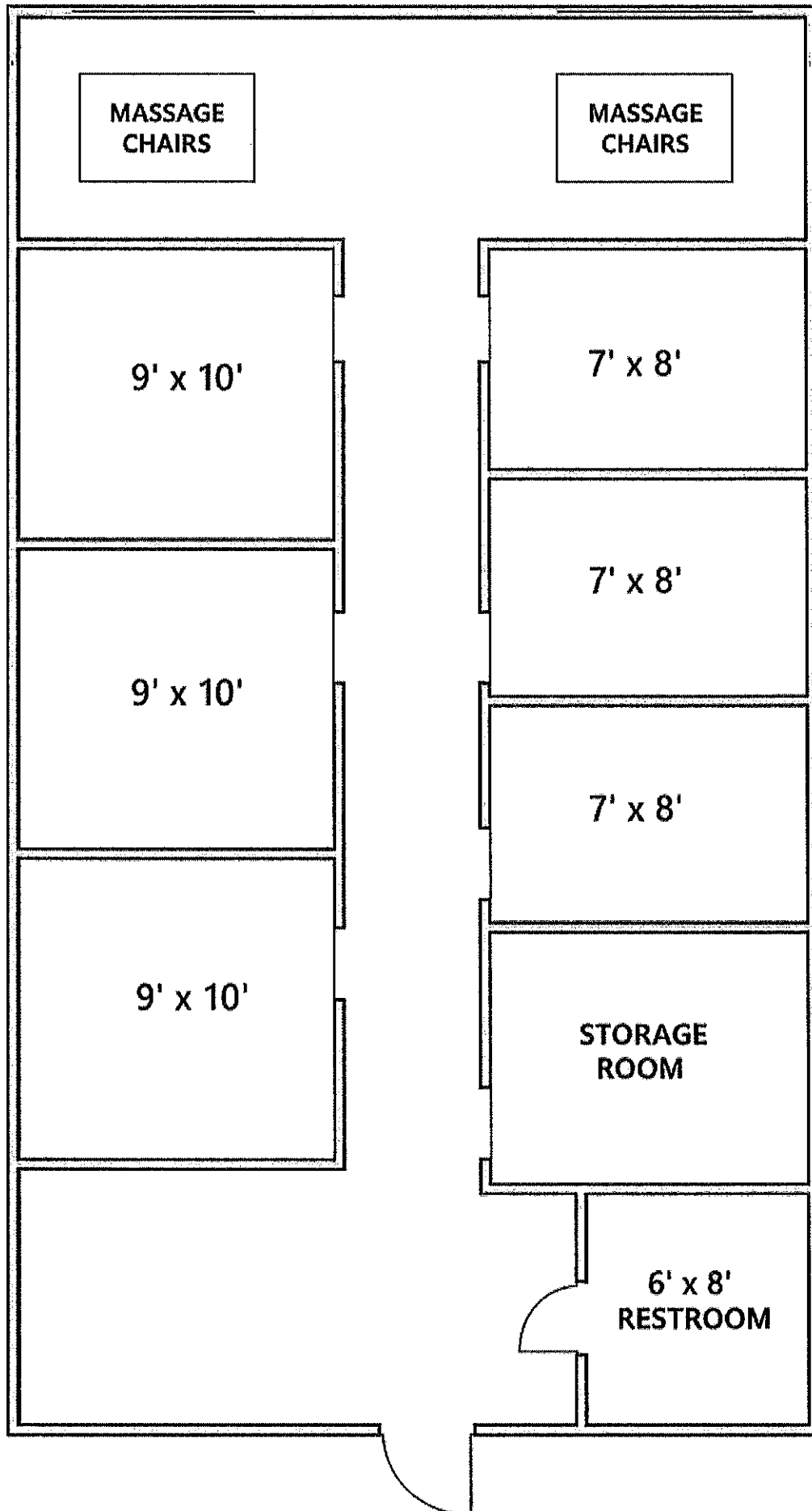
SUITE TENANTS HAVE 24/7 ACCESS TO THEIR

SUITES WITH KEYLESS ENTRY.

TANNING AREA STAFFED DURING BUSINESS HOURS.



BACK



FRONT

City of Lumberton

Planning & Neighborhood Services

Request for Rezoning
6.247 Megan Fowler

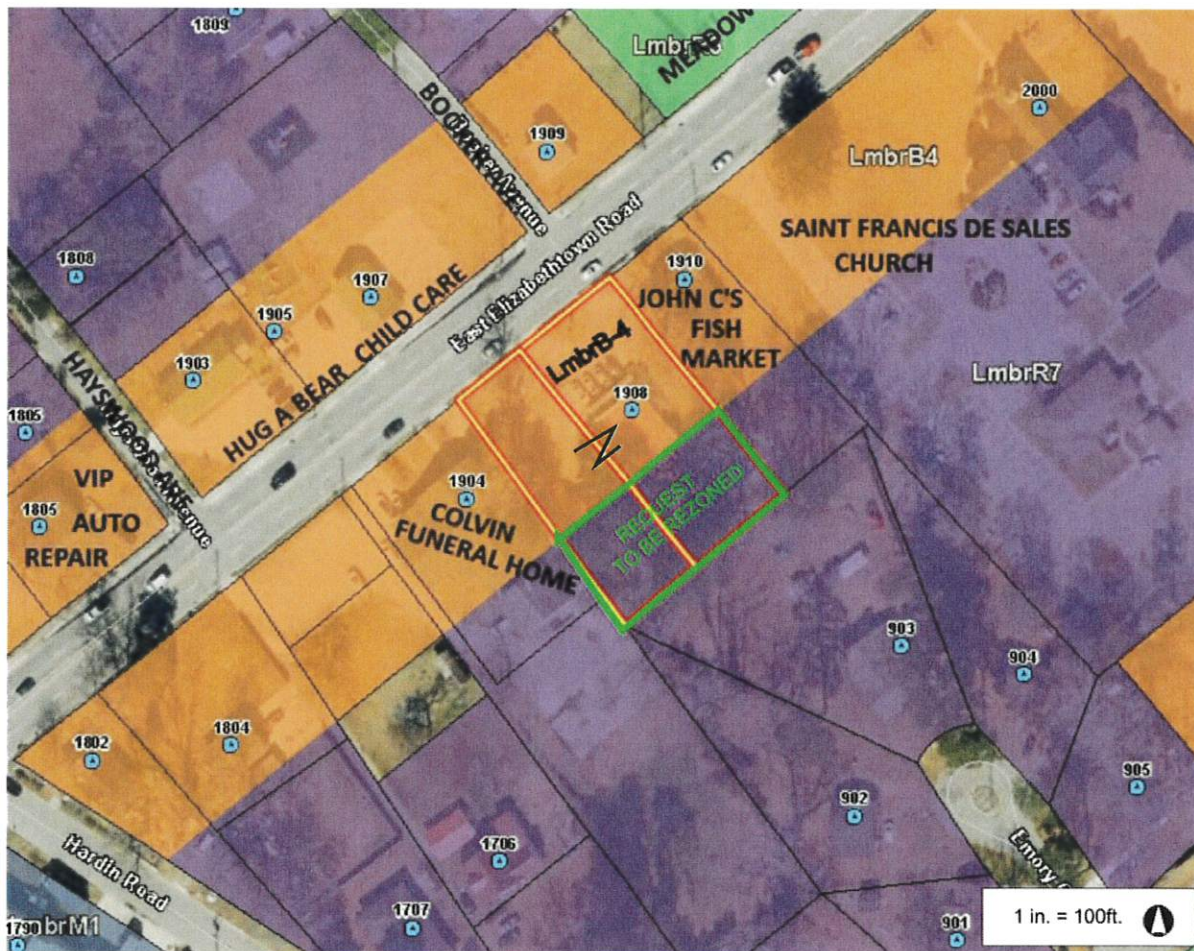
PETITIONER(S):	OWNER(S):
FOWLER, MEGAN	FOWLER, MEGAN
	

Rezoning Request: Megan Fowler rezoning - 1908 E. Elizabethtown Road (part of). – P-3 across from P-2

LOCATION:



City of *Lumberton*
Planning & Neighborhood Services



City of



Lumberton

Planning & Neighborhood Services

STAFF ANALYSIS

PROJECT OVERVIEW

Rezoning Request: Megan Fowler is requesting to rezone approximately 0.25 acres of property located at 1908 E. Elizabethtown Road, parcel # 321602006. This request is to rezone the property from R-7, Residential single family/duplex to B-4, Business general commercial, to develop a salon and wellness center at this location.

PARCEL INFORMATION

Owner	Parcel #(s)	Zoning	Area	Limits of Rezoning	Limits of Construction
Megan Fowler	321602006	B-4, Business general commercial and R-7, Residential single family/duplex	~0.62 acres	~0.25 acres	~0.62 acres

ADJACENT PROPERTY SITE DATA

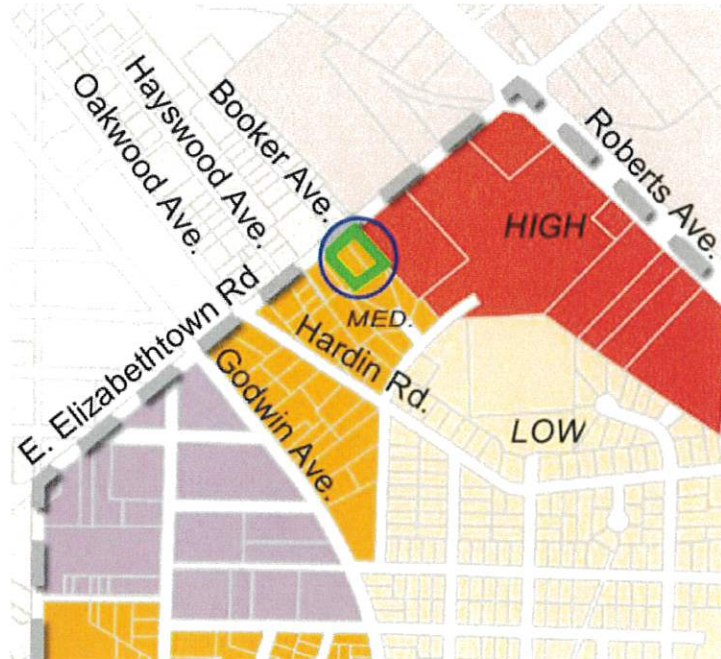
	Zoning	Zoning Description	Land Use
Subject Property	B-4, and R-7,	B-4, Business general commercial and R-7, Residential single family/duplex	Beauty salon and wellness center (3.110)
North	B-4	B-4, Business general commercial	East Elizabethtown Road Child Care Center
South	R-7	R-7, Residential single family/duplex	ASCO I ENTERPRISES LLC (owner)
East	B-4, and R-7,	B-4, Business general commercial and R-7, Residential single family/duplex	John C's Fish Market (retail)
West	B-4, and R-7,	B-4, Business general commercial and R-7, Residential single family/duplex	Colvin Funeral Home

PLANNING & ZONING

Land Use Plan: The Land Use Plan designates the future use of the parcel as medium intensity and is located within P-3 (across from P-2).

City of Lumberton

Planning & Neighborhood Services



MEDIUM INTENSITY

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



City of Lumberton

Planning & Neighborhood Services

Setback and Lot Size:

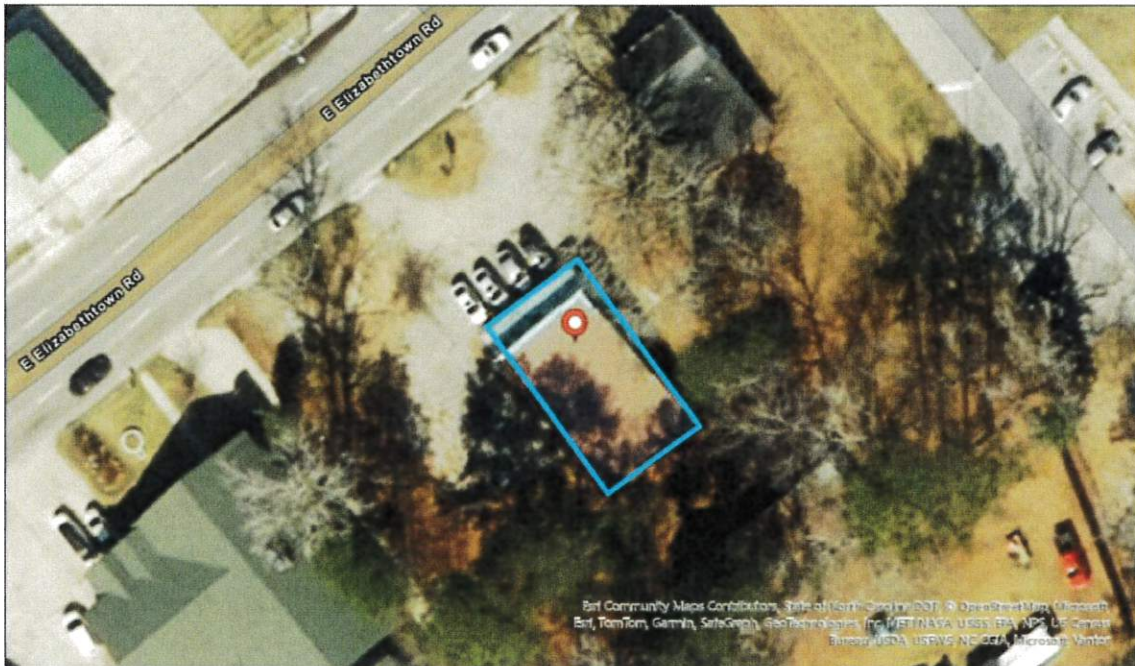
Zoning District	Min. Square Footage	Min. Road Frontage	Min. Front Setback (right of way)	Min. Side Setback	Min. Rear Setback
Existing B-4	NO MIN.	100'	40'	8'	8'
Existing R-7	7,000	70'	20'	10'	10'
Proposed B-4	NO MIN.	100'	40'	8'	8'

FLOOD RISK INFORMATION SYSTEM (FRIS) INFORMATION

Not in Flood Zone: Zone X is the flood insurance rate zone that corresponds to areas outside the 0.2% annual chance floodplain, areas within the 0.2% annual chance floodplain, and to areas of 1% annual chance flooding where average depths are less than 1 foot, areas of 1% annual chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. **Map Number:** 3720030200K **Panel Effective Date:** 12/6/2019

▲ 1908 EAST ELIZABETHTOWN RD

Jul 7, 2026



North Carolina Floodplain Mapping Program





Planning & Neighborhood Services

DEVELOPMENT UPON APPROVAL

If this request is granted the applicant must submit site development plans to the City of Lumberton's Planning Department for approval.

PLANNING STAFF RECOMMENDATION TO COUNCIL - CPC

Council review the request, refer the petition to the July 21, 2026 Planning Board meeting for their review, and authorize the Planning Director to set the date of the public hearing.

Lumberton City Council

Item: VII.L.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Attorney

Submission Date: 07/10/2026

Subject: Resolution for Street Closing - Smart Start Day 2026

Summary/Background of Subject Matter:

Please find attached a draft resolution and letter from the City Manager to NCDOT which the Partnership for Children is asking Council to approve. This pertains to their Smart Start Day on October 24th, and they need 2nd Street to be closed to successfully hold the event. Council has approved this request for several years running. If approved the Clerk will put the Resolution in official form.

Staff Recommendation:

Approve Resolution and sending of draft letter.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Attorney

ATTACHMENTS:

1. SmartStartStreetLtr2026
2. SmartStartClosingRes2026.1

CITY OF LUMBERTON



OFFICE OF THE CITY MANAGER

Direct Telephone: 910.671.3806

Email: whomeigci.lumberton.nc.us

July 13, 2026

Mr. Brice Bell
North Carolina Department of Transportation
District 1: Robeson
872 NC 711 Highway, 28360
Lumberton, NC 28358

RE: Smart Start Day, Robeson County Partnership for Children

Dear Mr. Bell:

With regard to the Robeson County Partnership for Children's Smart Start Day event on October 24, and the Special Event Request Form associated therewith, including but not limited to the road closure on E. 2nd Street, please allow this to confirm that the Partnership has the City of Lumberton's approval for all aspects of this event and we consider their proposal to be compliant in all regards.

Best regards,

T. Wayne Horne
City Manager

RESOLUTION OF THE CITY COUNCIL 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 11:00 am — 2:00 PM on Saturday, October 24, 2026. This event served has over 600 people in the past and has an expectation of serving more this year; and

WHEREAS, the plans for this event include 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 believes that its importance warrants the closing of Second Street from Walnut Street to Elm Street. as part of this event, service vehicles will be parked in Second Street between 210 B. 2nd Street and the plaza further demarcating the closing.

NOW THEREFORE RE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUMBERTON:

That the City of Lumberton respectfully requests 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 24, 2026.

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 Councilman Thomas, seconded by Councilman _____, the foregoing

Resolution the ____ day of _____, 2026.

Lumberton City Council

Item: VII.M.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 07/07/2026

Subject: Approve CRF for Community Day in Precinct 2

Summary/Background of Subject Matter:

Councilwoman Robinson would like to designate \$1,500.00 of CRF for a Back-to-School and Community Day to be held on August 15, 2026, in Precinct 2.

Staff Recommendation:

Approve the designation as indicated above.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: VII.N.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 07/07/2026

Subject: Approve the Designation of \$500 of Community Revitalization Funds for Back-to-School Event and Community Bash

Summary/Background of Subject Matter:

Councilwoman Robinson requests \$500 of CRF to Covenant Worship Center for a Back-2-School Community Bash event to take place on Saturday, August 1, 2026, from 10 a.m. - 2:00 p.m. at Covenant Worship Center, 1270 Linkhaw Road.

Staff Recommendation:

Approve the designation as stated above.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

1. BP-70C45_20260707_072817



Bishop Michael Warwick, Senior Pastor

Loving God, Loving People

Covenant Worship Center

1270 Linkhaw Road

Lumberton, NC 28358

(910) 738-5870

June 16, 2026

Lumberton City Council

C/O Melissa Robinson (Precinct #2)

Lumberon, NC 28358

Subject: Request for Support: Our Annual Back 2 School Community Bash

Dear **Honorable Melissa Robinson**,

We are reaching out to ask for your generous support as we prepare for our annual Back 2 School Community Bash, a vibrant and essential community event dedicated to setting our local students up for a successful academic year.

This year's event will take place on **Saturday, August 1, 2026, from 10 am - 2 pm** at Covenant Worship Center. The Back 2 School Community Bash is a free, welcoming celebration for all school-age children and their families, providing fun activities, community resources, and, most importantly, critical supplies needed for the classroom.

For many families, preparing children for school is a significant financial burden. Your contribution helps us alleviate this stress by ensuring every student walks into school on the first day feeling confident and prepared.

We are seeking assistance in the following ways, and any contribution—no matter the size—will be greatly appreciated:

- **Monetary Donations:** Funds are essential for offsetting event costs and purchasing supplies in bulk.
- **School Supplies:** Backpacks, notebooks, folders, 3 ring binders, paper, pens, pencils, crayons, coloring pencils, index cards and highlighters.
- **Refreshments:** Bottled water, juice boxes, and packaged snacks to keep attendees energized throughout the day.



Bishop Michael Warwick, Senior Pastor

Loving God, Loving People

As a 501(c)(3) non-profit organization, all donations are tax-deductible to the fullest extent allowed by law. **Our tax identification number is 56-1769354.**

We believe in the power of community support, and your assistance will make a tangible difference in the lives of hundreds of local children.

To pledge your support or arrange for a donation drop-off, please contact Adrian Sinclair-Davis at **(910) 734-9804** or **covenantworshipcenter91@gmail.com** by July 20, 2026.

Thank you for considering this request and for partnering with us to invest in the future of our community.

In His Service,

Bishop Michael Warwick

Bishop Michael Warwick

Senior Pastor

Adrian Sinclair-Davis

Adrian Sinclair-Davis

CWC Church Administrator

Lumberton City Council

Item: VII.O.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 07/07/2026

Subject: Approve the Designation of \$500 of Community Revitalization Funds for Vacation Bible School

Summary/Background of Subject Matter:

Councilwoman Robinson requests \$500 of CRF to Victory Christian Center for Vacation Bible School located at 2007 Oakwood Avenue.

Staff Recommendation:

Approve the designation as stated above.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: VII.P.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 06/30/2026

Subject: P4 - Request for Reimbursement

Summary/Background of Subject Matter:

At its April 13th, 2026, City Council meeting, Councilwoman Higley requested \$500 of Community Revitalization Funds for a Community Day held on June 20, 2026, at Ivey's Ball Park from 11:00 AM - 2:00 PM. When purchasing the food for the event, the cost exceeded the requested amount by \$147.83. Councilwoman Higley is requesting reimbursement of the final expense overage.

Staff Recommendation:

Approve the reimbursement of \$147.83 to Councilwoman Higley for the overage of purchasing food for P4's 911 Fun Day.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

1. EOG Receipts

Page 194 of 203

Lumberton City Council

Item: VII.Q.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 06/12/2026

Subject: Approve the Designation of \$1,000 of CRF for a Community Service Banquet

Summary/Background of Subject Matter:

Councilman Cantey requests \$1,000 of CRF designated for a Community Service Banquet to be held at Bill Sap Recreation Center on August 8, 2026.

Staff Recommendation:

Approve the designation as stated above.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: VII.R.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 06/12/2026

Subject: Community Revitalization Funds for First Baptist Church Homecoming

Summary/Background of Subject Matter:

Members of Council Cantey and Douglas request the allocation of \$250 each of CRF funds to support First Baptist Church Homecoming. The event will be held on August 2, 2026, 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:

Approve the designation as stated above.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: VII.S.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 06/12/2026

Subject: Approve the Allocation of CRF to the Golden Leaf Lodge

Summary/Background of Subject Matter:

Members of Council Cantey and Douglas are requesting \$250 each of CRF be designated to the Golden Leaf Lodge 124 for community events.

Staff Recommendation:

Approve the designation of \$500 to Golden Leaf Lodge as stated above.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

1. BP-70C45_20250108_132450



St. Alban's Masonic Lodge #114

P.O. Box 904
Lumberton, NC 28359

January 6, 2025

Melissa Robinson
500 North Cedar Street
Lumberton, NC 28358

Ms. Robinson,

St. Alban's Masonic Lodge received a donation of twenty-five bicycle helmets consisting of various sizes and styles. The donation sparked an opportunity for the Lodge to outreach to our local community and coordinate an event for the children of Grace Court Apartments. Grace Court, located at 3750 Meadow View Road, is a transitional housing community that currently has twenty-seven children ranging from 3 to 13 years of age living with their guardians. Our goal is to raise enough funding that we can distribute helmets and bicycles to the children of the Grace Court community.

We have had the good fortune to raise \$1000 in donations thus far; however, there is still a funding shortfall. Any funding assistance that the City of Lumberton could provide would go entirely to purchasing bicycles and safety equipment for the children. The Lumberton Fire Department has also offered to setup a bicycle riding safety class for the children aimed at promoting helmet and roadway safety when the bicycles are distributed.

I would like to thank you for your time and consideration for this opportunity. Please feel free to contact me if you have any further questions.

Sincerely,

Jeremy Gerald
Master of the Lodge
(910) 827-0022

Lumberton City Council

Item: VII.T.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 06/12/2026

Subject: Approve the Designation of \$300 of Community Revitalization Funds for Back-to-School Event for School Supplies

Summary/Background of Subject Matter:

Councilman Cantey requests \$300 of CRF for Back-2-School events.

Staff Recommendation:

Approve the designation as stated above.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: VII.U.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 06/12/2026

Subject: Approve the Designation of \$750 of CRF for Community Programming to MWPGLNC, Inc. Masonic Lodge

Summary/Background of Subject Matter:

Councilman Cantey requests \$750 of Community Revitalization Funds to the Masonic North Carolina Grand Lodge for community programming in the City of Lumberton.

Staff Recommendation:

Approve the designation as stated above.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: VII.V.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 06/29/2026

Subject: Approve the Designation of \$300 of Community Revitalization Funds for Back-to-School Event for School Supplies

Summary/Background of Subject Matter:

Councilman Douglas requests \$300 of CRF for Back-2-School events.

Staff Recommendation:

Approve the designation as stated above.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

None

Lumberton City Council

Item: VII.W.

Lumberton, North Carolina



Request for Action

Meeting Date: July 13, 2026

Originated By: City Council

Submission Date: 07/06/2026

Subject: Community Revitalization Funds for the 2026 Dixie Boys 14U State Champions

Summary/Background of Subject Matter:

Councilman Chavis is requesting \$300 and Councilman Rising is requesting \$200 of CRF for the Lumberton Youth Baseball Association (LYBA). The funds will be used to defray the costs of travel, lodging, meals, tournament fees, and transportation expenses as the 2026 Dixie Boys 14U State Champions travel to the Dixie Youth World Series in Louisiana. This is a group of young athletes who have demonstrated exceptional character, teamwork, and perseverance throughout the season and have represented the City of Lumberton, the community, and the State of North Carolina with pride as they will continue to serve as positive role models for younger athletes in our community.

Staff Recommendation:

Approve as designated.

City Manager's Comments:

Signature: Laney Mitchell-McIntosh, City Clerk

Department: City Council

ATTACHMENTS:

1. Formal Request for Council - World Series

To the City Manager and Members of the Lumberton City Council:

On behalf of the parents, families, coaches, and supporters of the Lumberton Youth Baseball Association (LYBA) 14U Dixie Boys Baseball Team, we respectfully request your consideration for financial assistance as our team prepares to represent the City of Lumberton in the World Series beginning July 16th – 22nd.

Our team recently earned the title of **2026 Dixie Boys 14U State Champions** also being undefeated this season which is a tremendous accomplishment that reflects the hard work, dedication, and sportsmanship of these outstanding young athletes. Because of this achievement, the team has qualified to compete in the Dixie Boys 14U World Series in Louisiana.

Representing Lumberton at the World Series is an incredible honor, but it also brings significant expenses for travel, lodging, meals, tournament fees, and transportation for our players and coaches. Many of our families are working hard through fundraising efforts, but we are seeking additional community support to help ensure every player has the opportunity to participate.

We respectfully ask the City Council to consider donating to help offset these costs. Any contribution, regardless of the amount, would directly support these young athletes as they proudly represent the City of Lumberton, our community, and the State of North Carolina.

These young men have demonstrated exceptional character, teamwork, and perseverance throughout the season. They have represented our city with pride and continue to serve as positive role models for younger athletes in our community. With your support, they will have the opportunity to continue making Lumberton proud at the World Series.

Thank you for your time, consideration, and continued support of the youth in our community. We sincerely appreciate your investment and would be grateful for any assistance you are able to provide. Checks can be made payable to LYBA.

Respectfully,

The Parents and Families of the
Lumberton Youth Baseball Association (LYBA)
2026 Dixie Boys 14U State Champion Team