

# City of Fayetteville

433 Hay Street  
Fayetteville, NC  
28301-5537  
(910) 433-1FAY (1329)

## Meeting Agenda - Final City Council Regular Meeting

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Monday, March 25, 2019

7:00 PM

Council Chamber

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1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

4.0 ANNOUNCEMENTS AND RECOGNITIONS

5.0 APPROVAL OF AGENDA

6.0 CONSENT AGENDA

**6.01**      [18-698](#)      Senior Center West Construction Manager at Risk (CM@R) Contract  
with METCON First Guaranteed Maximum Price Amendment

**Attachments:**      [Fayetteville Senior Center Milestone Dates 3-7-19.pdf](#)  
[GMP Amendment #1](#)  
[Senior Center West \(Erect-Furnish Bids\) 3-20-2019](#)

**6.02**      [18-705](#)      Bid Recommendation - Scotsdale Water Main Replacement

**Attachments:**      [Bid Recommendation - Scotsdale Water Main Replacement](#)

**6.03**      [18-710](#)      Consideration of a Resolution Regarding the Incorporation of the  
Proposed Town of Rockfish

**Attachments:**      [Incorporation of the Town of Rockfish - Letter from Mr Larry Chason-022718](#)  
[Map of the Proposed Town of Rockfish-With Streets-2\\_8x11\\_Portrait\\_031919](#)  
[Summary of Municipal Incorporation Procedure-Downloaded from Legislative P](#)  
[Resolution of the City of Fayetteville Opposing the Incorporation of the Propose](#)

**6.04**      [18-712](#)      Phase 5 Annexation Utility Improvement Project Area 22 and Area 23  
Resolution Directing Project be Undertaken Adopted

**Attachments:**      [resundertake-22and23.pdf](#)

## 7.0 PUBLIC HEARINGS

*For certain issues, the Fayetteville City Council may sit as a quasi-judicial body that has powers resembling those of a court of law or judge. The Council will hold hearings, investigate facts, weigh evidence and draw conclusions which serve as a basis for its decisions. All persons wishing to appear before the Council should be prepared to give sworn testimony on relevant facts.*

### 7.01 [18-701](#)

P19-05F. The issuance of a Special Use Permit to allow outdoor storage and display in a Community Commercial Zoning District (CC) on property located at 929 Bragg Blvd. (Tax Map # 0437-17-2966) near the intersection of Bragg Blvd. and Blue St., and being the property of Peter B & John P Stewart.

**Attachments:**

- [1. P19-05F Aerial Map](#)
- [2. P19-05F Zoning Map](#)
- [3. P19-05F Land Use Map](#)
- [4. Plan Review Application](#)
- [5. P19-05F Site Map](#)
- [6. Subject Property Site Photo](#)
- [7. Surrounding Properties Site Photos](#)

## 8.0 ADJOURNMENT

### **POLICY REGARDING PUBLIC HEARING AGENDA ITEMS**

Individuals wishing to speak at a public hearing must register in advance with the City Clerk. The Clerk's Office is located on the third floor, City Hall, 433 Hay Street, and is open during normal business hours. Citizens may also register to speak immediately before the public hearing by signing in with the City Clerk in the Council Chamber between 6:30 p.m. and 7:00 p.m.

### **POLICY REGARDING NON-PUBLIC HEARING AGENDA ITEMS**

Anyone desiring to address the Council on an item that is not a public hearing must present a written request to the City Manager by 10:00 a.m. on the Wednesday preceding the Monday meeting date.

### **CLOSING REMARKS**

### **POLICY REGARDING CITY COUNCIL MEETING PROCEDURES** **SPEAKING ON A PUBLIC AND NON-PUBLIC HEARING ITEM**

Individuals who have not made a written request to speak on a nonpublic hearing item may submit written materials to the City Council on the subject matter by providing thirteen (13) copies of the written materials to the Office of the City Manager before 5:00 p.m. on the day of the Council meeting at which the item is scheduled to be discussed.

### **COUNCIL MEETING WILL BE AIRED**

**March 25, 2019 @ 7:00 p.m.**  
**Spectrum Cable Channel 7**

Notice Under the Americans with Disabilities Act (ADA):

The City of Fayetteville will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Any person who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in any City program, service, or activity, should contact the office of Human Relations at [ynazar@ci.fay.nc.us](mailto:ynazar@ci.fay.nc.us), 910-433-1696, or the Office of the City Clerk at [cityclerk@ci.fay.nc.us](mailto:cityclerk@ci.fay.nc.us), 910-433-1989, as soon as possible but no later than 72 hours before the scheduled event.

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-698

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**Agenda Date:** 3/25/2019

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.01

**TO:** Mayor and Members of City Council

**THRU:** Kristoff Bauer, Deputy City Manager, ICMA-CM

**FROM:** Joseph Staton, Construction Manager

**DATE:** March 25, 2019

**RE:**

**Senior Center West Construction Manager at Risk (CM@R) Contract with  
METCON First Guaranteed Maximum Price Amendment**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

Goal 4: Desirable Place to Live, Work and Recreate

**Executive Summary:**

The existing CM@R contract with METCON Buildings & Infrastructure (METCON) authorizes a "pre-construction" scope of work. The execution of a Guaranteed Maximum Price (GMP) amendment is now necessary to set the construction expenses and fees, and to authorize the execution of subcontracts. Construction bids were received on March 14, 2019 and utilized in the creation of the proposed GMP Amendment #1. This is not the total cost of the project, but simply the first early bid package.

**Background:**

Council approved the pre-construction contract on June 25, 2018 and METCON Buildings & Infrastructure have been working in conjunction with City staff and HH Architecture to finalize plans for construction. The initial scope of work authorized in METCON's contract is for the "pre-construction" phase of the project. This focuses on cost estimation, managing the schedule, subcontractor outreach, and bidding.



Information developed during the “pre-construction” process typically culminates in the development and adoption of a GMP Amendment that will include a detailed budget, construction phase fee, and a final schedule. METCON has now developed the first GMP Amendment and a Milestone Schedule Summary for review. This GMP Amendment is for the main building structure and erection thereof. Additional GMP amendments will be prepared based on future bid packages covering the remainder of the project.

**Issues/Analysis:**

The main structure of the building will consist of a pre-fabricated steel structure. The manufacture and delivery of the components of that structure takes time. This bid package was developed in order to allow this contract to be awarded and the steel ordered early and the building erected consistent with the proposed schedule.

Three bids were received for both providing the steel and erecting the building frame. The bid tabulation is attached.

The low bid for erection is *Jade Builders* \$145,000. The low bid for to furnish the steel is *NUCOR Building Systems* \$274,855.

Should Council authorize the execution of the proposed GMP Amendment, METCON will award this work to these low bidders and move forward with ordering the steel.

**Budget Impact:**

The total budget for this project is \$7 million. This initial GMP for the early building package is \$481,723.31. This price is below estimate and includes METCON's fees and contingency.

**Options:**

1. Authorize staff to execute the GMP Amendment with METCON Buildings & Infrastructure for construction of the Senior Center West.
2. Do not authorize staff to execute the GMP Amendment with METCON Buildings & Infrastructure for construction of the Senior Center West and provide further direction. (this option will delay project completion)

**Recommended Action:**

Authorize the City Manager to execute GMP Amendment #1 to METCON's construction contract for Senior Center West.

**Attachments:**

Fayetteville Senior Center Milestone Dates 3-7-19.pdf  
GMP Amendment #1  
Erect-Furnish Bid Tabulation



## MILESTONE SCHEDULE SUMMARY

March 7, 2019

Task	Due Date	Responsibility	Notes
Final Bid Documents	Wednesday, March 6, 2019	Metcon/Design Team	Metcon owes several VE options to HH for incorporation into the documents
Final Site Grading & Utility Plans	Wednesday, March 6, 2019	Design Team	Site plans are being revised for scope revisions and will be turned over upon completion
Bid Early Packages (Metal Building F&E, Concrete)	Thursday, February 28, 2019	Metcon/Owner	Metcon to release the early packages for bid
GMP Amendment #1 (Early Packages)	<b>Monday, March 25, 2019</b>	Owner	Original date revised(3-18-19), a recommendation must be made to the Council for approval
Bid Remaining Packages	Wednesday, April 3, 2019	Metcon/Owner	Metcon to release the remaining packages for bid
Final GMP Amendment	<b>Tuesday, April 23, 2019</b>	Owner	Original date revised(4-8-19), a recommendation must be made to the Council for approval
Final Building Permit	Wednesday, May 1, 2019	Owner/Design Team	This date is based on a projected timeframe. Work cannot commence until this is achieved.
Commence Grading	Thursday, May 2, 2019	Metcon/Subcontractor	This is tied to the building permit. If time can be gained, this could slide back.
Project Completion	Monday, February 24, 2020	Metcon/Subcontractor	This is based on the current contract allotted time for construction

## **GUARANTEED MAXIMUM PRICE AMENDMENT #1**

THIS GMP AMENDMENT, made this 19th day of \_\_\_\_\_ in the year of 2019, is March executed between:

The **Owner:** The City of Fayetteville

and **Construction Manager:** Metcon

for the **Project:** Construction of Senior Center West in Fayetteville ("Project") pursuant to an Agreement between Owner and Construction Manager dated July 1, 2018 ("Project Construction Agreement").

### **WITNESSETH**

WHEREAS the Owner has published a Request for Proposals seeking the submission of competitive proposals to act as a Construction Manager at Risk to furnish professional construction management services during the design and construction of the Project identified and described in that Request for Proposals; and,

WHEREAS, the undersigned Construction Manager submitted a competitive proposal that was evaluated by the Owner; and,

WHEREAS, the Owner has made an award of the Work to the undersigned Construction Manager, and pursuant to the terms of the Request for Proposals this form is to be executed to form and memorialize the contractual relationship between the parties;

NOW THEREFORE, Construction Manager and the Owner agree as follows:

1. Upon execution of this GMP Amendment, this GMP Amendment will be incorporated into the Construction Management Agreement and become a part thereof.
2. For the sums set forth in the Construction Management Agreement, Construction Manager undertakes to furnish professional construction management services during the construction of the Project.
3. The providing of Construction Manager services will be in compliance with the provisions of the Project Construction Agreement and, to the extent that any term, requirement, or specification in this GMP Amendment will be in conflict with the Project Construction Agreement, the order of priority set forth in the Project Construction Agreement will control how any such conflicts are resolved.

4. That Construction Manager will commence provision of construction phase services under the Project Construction Agreement on a date to be specified in a written order of the Owner (Notice to Proceed) and will fully complete all services hereunder and accomplish the final completion of the project within [190] consecutive calendar days from the date of Notice to Proceed. Construction Manager will furnish to the Owner various schedules as provided in the Construction Documents setting forth planned progress of the project broken down by the various divisions or part of the Work and by calendar days.
5. It is further mutually agreed between the parties hereto that if at any time after the execution of this GMP Amendment and the surety bonds hereto attached for its faithful payment and performance, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, Construction Manager shall, at its expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as will be satisfactory to the Owner. In such event no further payment to Construction Manager will be deemed to be due under this GMP Amendment until such new or additional security for the faithful performance of the Work will be furnished in manner and form satisfactory to the Owner.
6. The scopes included with this amendment are intended to initiate the Final GMP. This Preliminary GMP will cover the costs associate with the Furnish and Erection of the Pre-Engineered Metal Building. The list of attachments included to enumerate the scope are as follows:

- F1 – Pre GMP Summary 3-19-19
- F2 – Scopes of Work (PEMB F & I)
- F3 – Metal Building Furnish Bid Form (Metallic)
- F4 – Metal Building Erection Bid Form (Jade Construction)
- F5 – Probable Balance of GMP Summary

7. Preliminary Guaranteed Maximum Price

Cost of work (Pre-Engineered Metal Building)	
Direct Construction Costs	\$ 404,819.63
General Conditions	\$ (Inc. in Fee)
Construction Manager's Bonds and Insurance	\$ 10,838.77
Allowances	\$ 0
Construction Phase Fee & General Conditions	\$ 51,613.21
Construction Manager's Contingency	<u>\$ 14,451.70</u>
<b>Total Preliminary Guaranteed Maximum Price</b>	<b><u>\$ 481,723.31</u></b>
<b><u>(amendment contracted value)</u></b>	
Probable Balance of Guaranteed Maximum Price	\$ 5,901,728.86
Total Projected Guaranteed Maximum Price	\$ 6,383,452.18

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in four (4) counterparts, each of which will without proof or accounting for other counterparts, be deemed an original contract.

Construction Manager: [\_\_\_\_\_]

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ (Owner, Partner, or Corp.  
Pres. or Vice Pres. only)  
(CORPORATE SEAL)

WITNESS: [\_\_\_\_\_]

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ (Corporate Sec. or Asst. Sec. only)

WITNESS:

**CITY OF FAYETTEVILLE**

\_\_\_\_\_ By: PAMELA MEGILL, City Clerk  
DOUGLAS J. HEWETT, ICMA-CM,  
City Manager

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

\_\_\_\_\_  
JAY TOLAND, CFO  
City of Fayetteville

**Fayetteville Senior Center West**

City of Fayetteville

Fayetteville, NC


**Amendment Exhibit F1**

# PRE-GMP by Bid Packages

March 19, 2019

	Bid Package Description	PRE GMP 3-19-19	18,784 sqft Cost/GSF	Percent of Total
(BP015000)	General Trades		\$0.00	0.0%
(BP033000)	Cast-in-Place Concrete		\$0.00	0.0%
(BP042000)	Unit Masonry		\$0.00	0.0%
(BP051000)	Structural Steel		\$0.00	0.0%
(BP061000)	Rough Carpentry		\$0.00	0.0%
(BP064000)	Architectural Woodwork		\$0.00	0.0%
(BP071000)	Insulation		\$0.00	0.0%
(BP074600)	Siding		\$0.00	0.0%
(BP079000)	Caulking, Joint Sealants & Air Barriers		\$0.00	0.0%
(BP075100)	Roofing Turnkey		\$0.00	0.0%
(BP081000)	Doors and Frames		\$0.00	0.0%
(BP084000)	Entrances, Storefronts, and Curtain Walls		\$0.00	0.0%
(BP092000)	Plaster and Gypsum Board		\$0.00	0.0%
(BP093000)	Tiling		\$0.00	0.0%
(BP095000)	Ceilings		\$0.00	0.0%
(BP096000)	Flooring		\$0.00	0.0%
(BP099100)	Painting		\$0.00	0.0%
(BP100000)	Specialties		\$0.00	0.0%
(BP101400)	Signage		\$0.00	0.0%
(BP102200)	Partitions		\$0.00	0.0%
(BP105000)	Storage Specialties		\$0.00	0.0%
(BP120000)	Window Treatments		\$0.00	0.0%
(BP130000)	PEMB - Erection (Bids Received - Jade Construction Bid Form Attached)	\$145,000.00	\$7.72	30.1%
(BP130000)	PEMB - Furnish (Bids Received - Metallic Metal Buildings Bid Form Attached)	\$259,819.63	\$13.83	53.9%
(BP131100)	Swimming Pools		\$0.00	0.0%
(BP210000)	Fire Suppression		\$0.00	0.0%
(BP220000)	Plumbing		\$0.00	0.0%
(BP230000)	Heating, Ventilating, and Air Conditioning (HVAC)		\$0.00	0.0%
(BP260000)	Electrical		\$0.00	0.0%
(BP310000)	Earthwork		\$0.00	0.0%
	Subtotal:	\$404,819.63	\$21.55	84.0%
		\$0.00	\$0.00	0.0%
0.960%	Liability Insurance	\$4,624.54	\$0.25	1.0%
0.250%	Builders Risk	\$1,204.31	\$0.06	0.3%
0.000%	Building Permit (By Owner)	\$0.00	\$0.00	0.0%
0.000%	Design Contingency	\$0.00	\$0.00	0.0%
3.000%	CM Contingency	\$14,451.70	\$0.77	3.0%
1.040%	Bond/Corp Guarantee	\$5,009.92	\$0.27	1.0%
	<b>Construction Cost Subtotal</b>	<b>\$430,110.10</b>	<b>\$22.90</b>	<b>89.3%</b>
12.000%	Metcon Fee, General Conditions & Overhead	\$51,613.21	\$2.75	10.7%
	<b>Construction Cost Total</b>	<b>\$481,723.32</b>	<b>\$25.65</b>	<b>100.0%</b>
0.000%	Escalation	\$0	\$0.00	0.0%
	<b>Anticipated Construction Cost Total</b>	<b>\$481,723.32</b>	<b>\$25.65</b>	<b>100.0%</b>

**BID PACKAGE 132000E  
PRE-ENGINEERED METAL BUILDING ERECTION ONLY  
(Scope of Work)**

The Scope of Work shall include the installation, complete, of **Pre-Engineered Metal Building Erection Only**.

**DESCRIPTION OF SCOPE INCLUSIONS**

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

**A. CONTRACT DOCUMENTS:**

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All Contract Requirements

**B. BONDING REQUIREMENTS:**

No Bonding Requirements for this Scope of Work.

**C. SUBMITTAL REQUIREMENTS:**

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

- i. Samples – Descriptions of samples shall be uploaded to the site for record purposes. "Hard" samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

**Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.**

Any required re-submittals, record submittals, and/or field drawings shall be forwarded to Construction Manager within seven (7) days of initial submittal return to Subcontractor. Failure of this Subcontractor to submit correct or timely submittals does not relieve said Subcontractor of material delivery obligations in accordance with the Project Schedule. Subcontractor shall allow a minimum of twenty-eight (28) calendar days of Construction Manager -Architect review duration.

**D. STANDARD SCOPE INCLUSIONS:**



The items listed below are specifically included and are for clarification purposes only. They shall not be construed as a complete list of all work. It is the intent of this to clarify subcontract issues. If conflicts are discovered between this and the Subcontract General Terms, then the Subcontract General Terms shall govern.

1. This subcontractor shall provide a full time English Speaking on site non-working superintendent at all times to oversee all subcontractors work.
2. Subcontractor will not use or allow the use of the building sewer or drainage systems for cleaning or disposing of its materials, equipment or waste. In the event any systems are plugged or obstructed by this Subcontractor's materials, Subcontractor will reimburse the Contractor for the repair cost plus a mark-up.
3. This Subcontractor is responsible for requesting in writing (RFI) all additional instruction or clarifications that may be required from the Design Consultants, which are needed for the performance of the work. The request for such information shall be done in advance to avoid any delay of the work.
4. This Subcontractor is responsible for receiving, unloading, inventorying, storing, and coordinating this Subcontractor's work. **All deliveries/ hoisting/ etc. will be coordinated/ scheduled with CM. Any deliveries not scheduled will not be allowed on site.** Subcontractor shall also coordinate any material deliveries, extended work hours, etc. with Construction Manager seventy-two (72) hours in advance. Subcontractor is responsible for receipt of all deliveries, unloading of materials and equipment, flag man, signage and barricades, off-site (outside construction fenced areas) public safety requirements, any and all required hoisting accessories, off-site staging of trucking, required street and hauling permitting and fees, street cleaning, vehicle cleaning (prior to entering roadways), any required street closings including seeking permission and coordination with all authorities having jurisdiction. All costs and/or delays associated with the refusal of deliveries will be the responsibility of the Subcontractor.
5. Traffic Control/ flag man for hauling operation in/ out of the project site.
6. All scaffolding, working platforms, material handling, storage, lifting & hoisting as required to perform the work under this subcontract is by this subcontractor.
7. Maintaining streets and parking lots in clean condition for your scope of work.
8. This subcontractor is responsible for all temporary safety measures for any openings to meet OSHA requirements pertaining to your scope of work.
9. The Subcontractor has reviewed all drawings, documents, appendices and specifications for this project and has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.
10. Within **10** days of receipt of subcontract, each subcontractor is required to issue a manpower count necessary for each section/activity of their scope of work to meet the schedule requirements. Metcon must review and approve the proposed manpower counts prior to commencement of your work. Metcon, Owner, Architect & Consultants will be tracking the manpower weekly for each activity and the status of project schedule compliance to measure performance.
11. In the event of inclement weather, all Subcontractors are responsible for the securing and protection of all of their own materials and work in place.
12. Furnish, install, maintain, and remove the following **temporary utilities**:

- a. Subcontractor shall furnish, install, maintain, and remove (upon project completion) all temporary safety barriers and/or signage use in completing their work.
13. All unloading, off-site storage and warehousing, deliveries to jobsite, uncrating, distribution of trash and packing material to dumpsters (dumpsters provided by Construction Manager) is included.
14. Subcontractor shall provide all certifications, licenses and fees per all City and State requirements for a complete supply and installation of the PEMB scope of work.
15. Touchup painting of factory finishes is included upon completion of Work

E. **PROJECT SPECIFIC SCOPE REQUIREMENTS:**

1. Erect a complete scope of work for the **Pre-Engineered Metal Buildings, Insulation, Structural steel & Erection/Install of all** as indicated on the Contract documents including providing all final assemblies, anchors, fasteners, insulation, trim, doors, hardware, etc...
2. All Field measurements and verification are included. Subcontractor shall coordinate with Construction Manager, in writing, at least seven (7) days before erection of materials, of any field discrepancies found during field measurement.
3. Supply and provide all hoisting, trucking, etc. to complete the PEMB scope of work.
4. Install all PEMB insulation for roofing and walls.
5. Install all PEMB standing seam roofing including rental equipment.
6. Install all structural steel and decking to make a complete building on depicted on drawings. **The front canopy/porte cache is excluded from this scope of work.**
7. Install roof hatch, if required. Curb-pipe boots, steel frame support, roof curbs as necessary.
8. Install all coping and metal panels/trim at the parapet walls as required per plans and specs.
9. Install all roof curbs for HVAC, roof hatch, vents and all roof penetrations as required.
10. Coordinate placement of anchor bolts required to complete the PEMB scope of work. Coordinate your scope of work with templates and layout with the concrete subcontractor as required for proper layout.
11. Properly store, protect any and all materials as required. Pressure wash and clean all steel and materials if required prior to erection. All materials are to be cleaned before payment will be made.
12. Install all metal gutters and downspouts.
13. Install all Prefinished fascia and trim.
14. Install bent flashing for brick and siding transition. Color by Architect

- 15. The following information MUST be completed on the Bid Form, located below alternates of bid form.**

**Bid Package 132000E Pre-Engineered Metal Building Erection**

- a. Total calendar days required for PEMB erection, inclusive of standing seam metal roof and siding.  
\_\_\_\_\_ (calendar days).

**DESCRIPTION OF SCOPE EXCLUSIONS**

The following is a complete and exhaustive list of exclusions from the Scope of Work:

- A. All bonding is excluded from this scope of work.
- B. All taxes are excluded from this scope of work.

**BID PACKAGE 132000F  
PRE-ENGINEERED METAL BUILDING FURNISH ONLY  
(Scope of Work)**

The Scope of Work shall include the furnishing, complete, of **Pre-Engineered Metal Building, Furnish Only**.

**DESCRIPTION OF SCOPE INCLUSIONS**

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

**A. CONTRACT DOCUMENTS:**

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All Contract Requirements

**B. BONDING REQUIREMENTS:**

**There are NO bonding requirements for this scope of work.**

**C. SUBMITTAL REQUIREMENTS:**

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

- i. Samples – Descriptions of samples shall be uploaded to the site for record purposes. “Hard” samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

**Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.**

Any required re-submittals, record submittals, and/or field drawings shall be forwarded to Construction Manager within seven (7) days of initial submittal return to Subcontractor. Failure of this Subcontractor to submit correct or timely submittals does not relieve said Subcontractor of material delivery obligations in accordance with the Project Schedule. Subcontractor shall allow a minimum of twenty-eight (28) calendar days of Construction Manager - Architect review duration.

**D. STANDARD SCOPE INCLUSIONS:**

The items listed below are specifically included and are for clarification purposes only. They shall not be construed as a complete list of all work. It is the intent of this to clarify subcontract issues. If conflicts are discovered between this and the Subcontract General Terms, then the Subcontract General Terms shall govern.

1. This Subcontractor is responsible for requesting in writing (RFI) all additional instruction or clarifications that may be required from the Design Consultants, which are needed for the performance of the work. The request for such information shall be done in advance to avoid any delay of the work.
2. The Subcontractor has reviewed all drawings, documents, appendices and specifications for this project and has found no obvious omissions and further agrees that the work of this agreement and the project can be constructed within the milestone and completion dates without claims for delay or impact costs, unless substantial Owner directed Scope changes occur.

E. **PROJECT SPECIFIC SCOPE REQUIREMENTS:**

1. Furnish a complete scope of work for the **Pre-Engineered Metal Buildings, Structural steel** as indicated on the Contract documents including providing all final assemblies, anchors, fasteners, trim, doors, hardware, etc... Steel for Porte Cache is EXCLUDED.
2. Generate and furnish complete Pre-Engineered Metal Building Design, Stamped and Sealed by a licensed professional engineer in the state to be erected. These design documents will be issued to the Construction Manager, Architect and Structural Engineer for review and acceptance.
3. Subcontractor to furnish building reaction information to CM and Architect no later than 3 weeks after Notice to proceed or Letter of Intent, whichever is earlier.
4. Supply all standing seam roofing and related trim shown on drawings. Roof panel to be 24ga. Vertical standing seam with Kynar finish. (Color TBD from standard color chart).
5. Supply all structural steel and decking to make a complete building on depicted on drawings. ALL STRUCTURAL STEEL FOR THE PORTE CACHE IS EXCLUDED FROM THIS PACKAGE.
6. Supply roof hatch, if required. Curb-pipe boots, steel frame support, roof curbs as necessary.
7. Supply all coping and metal panels/trim at the parapet walls as required per plans and specs.
8. Supply all metal gutters and downspouts.
9. Supply structural steel support for folding partitions including holes in beams for track support. (layout for holes will be provide by Partition subcontractor. Coordination with this subcontractor is a part of this contract.)
10. Provide all Prefinished fascia and trim.
11. Provide bent flashing for brick and siding transition. Color by Architect
12. Freight is to be included FOB Jobsite.

**13. The following information MUST be completed and included with the Bid Form.**

**Bid Package 132000F Pre-Engineered Metal Building Furnish Only**

- a. Total calendar days required PEMB to generate design documents to be submitted to CM and A/E.  
\_\_\_\_\_ (calendar days).
- b. Total calendar days required for PEMB fabrication of all required materials.  
\_\_\_\_\_ (calendar days).

**DESCRIPTION OF SCOPE EXCLUSIONS**

The following is a complete and exhaustive list of exclusions from the Scope of Work:

- A. Insulation is EXCLUDED from this scope
- B. Anchor bolts are EXCLUDED from this scope
- C. Bonds are EXCLUDED from this scope
- D. Taxes are excluded from this quote
- E. Any material for the Porte Cache is EXCLUDED from this scope.

### Bid Proposal Forms

#### City of Fayetteville – Senior Center West

**BID PACKAGE # AND TITLE:** Furnish Building Only

**BID PROPOSAL OF:** Metallic Building Company  
(Hereinafter call "BIDDER") (Name of Firm)

A(N) Corporation organized and existing under the laws of the State of NC  
(Corporation, Partnership or Individual)

**BIDDER'S North Carolina STATE LICENSE NUMBER:** \_\_\_\_\_

#### BASE BID

The undersigned agrees to Furnish a Complete Metal Building Package, as described in the Contract Documents, Addenda, and Bid Manual. Please **attach quotes, material listings and qualifications** to this form for review. Pricing, including all sales tax will be held for 45 days from receipt of pricing, is to be provided as follows:

1. Lump Sum for.  
two hundred fifty-nine thousand eight hundred nineteen and sixty three cents Dollars,  
(\$ 259,819.63 ).

Show amount in both words and figures, in case of discrepancy, the amount shown in words shall govern.

The Bidder acknowledges that he/she has read and familiarized him or herself with the Minority, Woman, and Small Business Enterprise Program, and further agrees to fully incorporate and participate with this program. The Bidder has also completed and attached to this bid proposal, the required forms entitled either:

The Bidder acknowledges receipt of the following Addenda issued by the Construction Manager:

Addendum No. <u>1</u>	Dated: <u>3/6</u>
Addendum No. <u>2</u>	Dated: <u>3/8</u>
Addendum No. <u>3</u>	Dated: <u>3/13</u>
Addendum No. _____	Dated: _____

**Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_



# Pricing Report

P.O. Box 40338/ Houston, TX 77240-0338  
7301 Fairview/ Houston, TX 77041  
(866)800-6353/(713)466-7788  
Fax:(832)590-1894

Optima 7.4  
03/14/20  
99394  
A,B

Buyer acknowledges and agrees that this quotation is not valid for plan and specification projects since it is based on the Manufacturer's product standards only.  
Any Buyer-supplied information has been used only for general reference and the Manufacturer's scope of work is strictly limited as described herein.

## Buyer Information

Order Number: N/A  
Buyer Number: 164901 (1005\*99563)  
Name: METCON BUILDINGS INFRASTRUCTURE  
PO (if required): N/A  
Billing Address: 763 COMTECH DRIVE  
PEMBROKE, NC, 28372  
County: Robeson  
Physical Address: 763 COMTECH DRIVE  
PEMBROKE, NC, 28372  
County: Robeson  
Attention: MARK FLOYD  
Phone: N/A  
Fax: N/A  
Night Phone: N/A  
Cell Phone: N/A  
Mail: mflloyd@metconus.com

## Credit Information

Contact: N/A  
Phone: N/A  
**General Contractor**  
Name: METCON  
City: Pembroke  
State: NC  
**Sub-Erector**  
Name: N/A  
City: N/A  
State: N/A  
**Lender**  
Name: N/A  
Phone: N/A  
Lender Address: N/A, N/A

## Owner Information

RFI Opportunity Number: 166290-001  
Name: N/A  
Contact: N/A  
Phone Number: N/A  
Address: N/A  
N/A, NC, 28304  
County: Cumberland  
End Use of Building: 4C COMMUNITY - HOSPITAL AND HEALTH TREATMENT

Credit Terms: Established Terms  
Tax Exempt Status: Taxable  
Tax Exempt Number: N/A

## Drawings & Documentation

Qty	Type	Purpose	Seal	Size	Ship To
1	Anchor Rod	For Construction	Sealed	(17" x 22")	E-Mail PDF to Buyer
1	Erection Permit Type 2	For Construction	Sealed	(17" x 22")	E-Mail PDF to Buyer
1	Letter of Cert.		Sealed		E-Mail PDF to Buyer

Show Mem Sizes & Conns: No  
Send Dwg Express Delivery: No  
Corp of Engs, DOD, DOE Fed: No  
UFC 4-01-01 Anti-Terrorism requirements: No  
All Electronic Documents: Yes  
\* Note - Eligibility for All Electronic Documentation will be based on local state acceptance of electronic engineering seals. Hard copies of drawing will not be mailed.

## Shipping

Shipping Terms: FOB plant with Freight allowed to jobsite  
Shipping Contact: Mark Floyd  
Ship To: N/A  
N/A, NC, 28304  
County: Cumberland  
Day Phone: 910.521.8013  
Night Phone: N/A  
Shipping Weight: 179,958.87 lbs  
Fees to Jobsite: 280.00  
Shipping From: Elizabethton, TN  
Lead Export Overages: No  
Requested Delivery: 7/30/2019  
Stack Tarps: No  
IP Freight Calculation: All Buildings Ship Together

## General Information

Object ID: FAYETTEVILLE SENIOR CENTER  
Material Origin: Non-Domestic Steel Allowed  
Estimator: James Evans  
Type Limits: Inside  
Object Status: Permit Only  
Quote Request: No  
Quote Requested Date: 3/13/2019  
BMA Complexity: 8  
Est. Use: (Drft/Eng Pts): (118.00/28.00)  
In. EW Anc. Rod Dia: 5/8

## Requested Mailing Dates

Final Anchor Rod: N/A  
Approval: N/A  
Permit: N/A

## Jobsite Information

Address: N/A  
N/A, NC, 28304  
County: Cumberland  
TDI Required: N/A



## Project Notes

1 Non-Production Orders will be progress billed upon release of Permit or Approval drawings. The total amount due upon release of drawings will be \$4698.75. This is not an additional amount to the purchase order and does not represent the total cost of engineering. If a deposit is not collected in this amount or more at order entry, we will invoice on release of drawings. This amount does NOT pertain to projects purchased for production. The amount shown does not represent cancellation charges.

etallic has included their standard building specifications for this project. It is the responsibility of the customer to have Metallic products approved by a representative of the end use customer. This project is based upon Metallic's interpretation of the drawings and specifications in our possession at the time of pricing. Any additional plans, specifications, or other information requiring modification to this interpretation may require updated pricing. UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN, Metallic will supply its standard details, dimensions, material sizes and properties, gauges, coatings, finishes and engineering practices.

Drawings used to develop this project include: None Dated XXX  
 Specs used to develop this project include: None  
 Details used to develop this project include: SK-1  
 Agenda used to develop this project include: None

Any drawings, plans, and/or specifications referenced in the drawings used to develop this project are not incorporated or included unless specifically noted otherwise herein.

ALL walls open for Studs/Brick/Hardyplank by others - MBC has included (2) rows of Support beams at each elevation UNO - face of the beams sit 8" inside the eel Line.

Along the Low Eave of the Multipurpose Bldg, (1) row of Support beams are included as this elevation is less than 16'-4" in height.

The Lounge framing will use Lean-to Framing connecting to the Exercise Low side columns. Independent columns are used at the exterior corners, located in the Low eave steel line of the Exercise room.

The common wall at this area remains open to the roof line.

Low Eave of the Lounge is a skewed condition to the Multipurpose Bldg - the columns will remain straight, limited to 12" depth. The common wall at this area remains open to the roof line.

MBC has included Structural Steel support members for the (3) Folding Partition walls within the Multipurpose Bldg - Structural members are located in the rafter space spanning between the main frame members. MBC has included a TUBE Column (not shown on drawings) to support the 'stacked' areas of the Partition - base of the Tube column sits 0'-8" BFF.

NO vertical hangers for the Folding Partition are by MBC.

Roof panels and roof line trims are included by MBC (matching other areas of the project):  
 Porte Cache - Custom shape 26'-4"x 63' - 1/2:12 - attachment into Metal Deck by others  
 Mechanical Cover - Single slope 3'-7" x 13'-2" - 1/2:12 - attachment into Metal Deck by others

MBC to create a 18'-4" x 10' notch in the High Eave corner of the Multipurpose Bldg (Grid MA-MB / M4-M5).

Two support members are included by MBC to support the 1200# Kitchen Hood in the Multipurpose Bldg - beams to be FIELD located in the Purlin Space.

NO Roof Curbs or Dektites are included at this time.

### CONCLUSIONS

etal Soffit, Soffit Framing, Anchor rods, masonry anchors, masonry embedment's, Insulation (rigid and/or blanket type) and related components, Roof accessories (except as noted herein), vents, walk ways, skylights, Wall accessories such as overhead doors, windows, louvers, Access ladders, stairs, handrails, Unloading, erection, installation, equipment, and any other items not specifically mentioned in the project.

### Loads

Project Use Category Building Code	Governmental 2015 IBC	Jobsite Address  County	N/A N/A, NC, 28304 Cumberland
<b>Wind/Wind</b>			
Live Load	20.000 psf	Wind Category	N/A
Wind Area Reduction Allowed	No	Miles From Coastline	N/A
Wind Exposure	Exposure C	Elevation Above Sea Level	N/A
		Rain Intensity	7.1400 in/hr
<b>Snow</b>			
Ground Snow Load	10.000 psf	Snow Exposure	Partially Exposed
Min Roof Snow Load	0.000 psf	Rain Load	N/A
<b>Seismic</b>			
Spectral Response(Ss)	31.30 %	% of Snow Load for Seismic	Normal
Spectral Response(Sh)	N/A	Seismic Zone	N/A
Spectral Response(S1)	10.50 %	Near Source Factor	N/A
Spectral Response(S2)	N/A	Design Seismic for Schools	N/A
Accelerated Coefficient(Aa)	N/A	Site Class/Soil Type	(D) Stiff Soil
Velocity Coefficient(Av)	N/A		

Sustainability and Energy Efficiency

Sustainability Goal	None
Climate Controlled Building	Yes
Energy Efficiency Code	ASHRAE 90.1-2007
Gas Panel Air Infiltration Requirements	No

## New Building A - EXERCISE

Label - Name Structure Type	<b>A - EXERCISE New Stand Alone</b>	Frame Type Elevation A	<b>Single Slope Endwall</b>
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### Loads, Wind Enclosure, Deflections & Sidesway

#### Building Loads

Roof Snow Load By Design	<b>11.000 psf</b>
Risk Factor	<b>III - High</b>
Thermal Condition	<b>All Others</b>
Seismic Design Category	<b>C</b>
Wind Speed	<b>130.00 mph</b>

#### Importance Factors

Snow Is	<b>1.10</b>
Wind Iw	<b>N/A</b>
Seismic Ie	<b>1.25</b>
Designed Snow Exposure	<b>Partially Exposed</b>

#### Wind Enclosure

Enclosure	<b>Calculated - Enclosed</b>
Are all Framed Openings enclosed with materials designed to resist building wind loads?	<b>Yes</b>
Are all Open Areas for Other enclosed with materials designed to resist building wind loads?	<b>Yes</b>
Open Building Condition	<b>Obstructed flow</b>

#### Uniform Collateral Loads

Ceiling Load	<b>0.000 psf</b>
Ceiling Type	<b>N/A</b>
Brittle Wall/Dryvit	<b>No</b>
Other	<b>15.000 psf</b>

#### Deflections

<u>Purlins</u>			<u>Roof Panel</u>			<u>Rafters</u>		
Live	<b>L/240</b>	<b>User Specified</b>	Live	<b>L/60</b>	<b>Code Limit</b>	Live	<b>L/360</b>	<b>User Specified</b>
Snow	<b>L/240</b>	<b>User Specified</b>	Snow	<b>L/60</b>	<b>Code Limit</b>	Snow	<b>L/360</b>	<b>User Specified</b>
Wind	<b>L/240</b>	<b>User Specified</b>	Wind	<b>L/60</b>	<b>Code Limit</b>	Wind	<b>L/360</b>	<b>User Specified</b>
Total Gravity	<b>L/240</b>	<b>User Specified</b>	Total Gravity	<b>L/60</b>	<b>Code Limit</b>	Total Gravity	<b>L/360</b>	<b>User Specified</b>
Total Uplift	<b>L/240</b>	<b>User Specified</b>	Total Uplift	<b>L/60</b>	<b>Code Limit</b>	Total Uplift	<b>L/360</b>	<b>User Specified</b>
Girts	<b>L/90</b>	<b>Code Limit</b>						
Wall Panel	<b>L/60</b>	<b>Code Limit</b>						
Endwall Columns	<b>L/120</b>	<b>Code Limit</b>						

#### Sidesway

##### Crane

Crane	<b>H/100</b>	<b>Code Limit</b>
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##### Frame

Live	<b>H/240</b>	<b>User Specified</b>
Snow	<b>H/240</b>	<b>User Specified</b>
Serviceability Wind	<b>H/240</b>	<b>User Specified</b>
Total Gravity	<b>H/240</b>	<b>User Specified</b>
Total Seismic	<b>H/240</b>	<b>User Specified</b>

Note - (By Manufacturer) Limits values are based on Metallic's interpretation of serviceability limits as outlined in building code, AISC Design Guide #3, MBMA publications, SSBi publications and industry practice. It is the Builder's responsibility to confirm the acceptability of these values with the Architect/Engineer of record for the project.

Note - Code deflection limits are based on the applicable building code, user defined loading and the manufacturer's interpretation of what the minimum value should be.

Note - The material supplied by building manufacturer has been designed with the following minimum deflection criteria. The actual deflection may be less depending upon actual load and member length. The frame sidesway for wind load is based upon a representation of the 10-year Mean Recurrence Interval wind load.

## Topography - Escarpments

Does the building lie on the upper half of a hill, ridge, or escarpment?	<b>No</b>
Is this hill, ridge or escarpment unobstructed in any direction by another similar topographic feature within a distance of 100 times its height or 2 miles (3.21 km), whichever is less?	<b>No</b>
Is the hill or escarpment at least twice as tall as any other topographic features within 2 miles (3.21 km)?	<b>No</b>
Does the average slope on the top half of the hill, ridge, or escarpment equal or exceed 20% (11.3%)?	<b>No</b>
Is the height of the hill, ridge or escarpment equal to or greater than 15 feet (4.57 m) for Exposure C or D, or 60ft (18.3 m) for Exposure B?	<b>No</b>

#### Topographic Effects

Fill Shape	<b>N/A</b>
Lh, Horizontal distance of crest to half height of hill or escarpment	<b>N/A</b>
H, Height of Hill or Escarpment	<b>N/A</b>
X, Distance From the Crest to the Building Site	<b>N/A</b>

## New Building A - EXERCISE Continued...

## Geometry, Sidewalls &amp; Endwalls

<b>Width</b>	<b>97'-2"</b>	<b>Length</b>	<b>101'-0"</b>
<b><u>VD</u></b>		<b><u>SWB</u></b>	
Eave Height	22'-5 7/16"	Eave Height	26'-6"
Roof Slope	0.500000 / 12	Roof Slope	0.000000 / 12
Distance To Ridge	97'-2"	Distance To Ridge	0'-0"
Girts	8.0" - Bypass	Girts	8.0" - Bypass
<b><u>WA</u></b>		<b><u>EWC</u></b>	
Type	Rigid Bearing Frame	Type	Rigid Bearing Frame
Girts	8.0" - Flush	Girts	8.0" - Flush
User Specified Setback	System Standard 0'-4"	User Specified Setback	System Standard 0'-4"
Designed Setback	0'-4"	Designed Setback	0'-4"
Uprights	8.0" Z	Pregalvanized Secondary	No
3P Min Depth	N/A	Hot-Dipped Primary	No
3P Max Depth	N/A	Seal Welds	N/A
Steel Shop Coat	Red		
Paint Finish	Plated		

Note - Structural paint is intended as a primer. The primers supplied by the Manufacturer are not intended to provide the uniformity of appearance of a finish coat nor to provide intended protection if subjected to prolonged exposure. If immediate erection of steel is not possible, it must be protected from exposure to atmospheric and/or environmental conditions that may be detrimental to primer performance. These conditions would include, but not be limited to, prolonged exposure to ultra-violet light resulting in possible fading and/or spotting or standing water resulting in spotting, peeling or localized surface oxidation. Gray Primer in particular will show rust spots/streaks due to imperfections in the application process and the properties associated with Gray Primers. Primer touch-up due to transit abrasions and/or scratching during loading and unloading and erection is to be expected. Rusting or abrasions on structural members is not subject to customer rejection or claim for touch up. Additional guidelines can be found in the MBMA Commentary, the AISI Code of Standard Practice and the Manufacturer's Standard Specifications.

## Bracing

<b>Roof</b>	<b>Rod</b>	<b>(EWA to EWC) @ Bays</b>	<b>2</b>
3P Bracing Location	N/A		
<b>VD</b>	<b>Full Height Portal Frame</b>	<b>(EWA to EWC) @ Bays</b>	<b>2</b>
<b>VB</b>	<b>Full Height Portal Frame</b>	<b>(EWC to EWA) @ Bays</b>	<b>4</b>
<b>VA</b>	<b>None</b>	<b>(SWB to SWD) @ Bays</b>	<b>N/A</b>
<b>VC</b>	<b>None</b>	<b>(SWD to SWB) @ Bays</b>	<b>N/A</b>
Uprights	Knock-In Bridging Angles Allowed		
VD Girts	Not Allowed		
VB Girts	Not Allowed		
VA Girts	Not Allowed		
VC Girts	Not Allowed		
After Flange Braces	Double Clip		
Column Flange Braces	Standard		

## Portal Frames

<b><u>SWD</u></b>		<b><u>SWB</u></b>	
Rod Tiers Above	N/A	Rod Tiers Above	N/A
Max Column Web Depth	60.0000"	Max Column Web Depth	60.0000"
Max Rafter Web Depth	60.0000"	Max Rafter Web Depth	60.0000"
<b><u>EWA</u></b>		<b><u>EWC</u></b>	
Rod Tiers Above	N/A	Rod Tiers Above	N/A
Max Column Web Depth	N/A	Max Column Web Depth	N/A
Max Rafter Web Depth	N/A	Max Rafter Web Depth	N/A

Note - It may be possible to reduce bracing costs by locating the bracing in a wider bay. If the braced bay is not as wide as it is tall, consider moving the bracing to a bigger bay if possible.

### Spacing

WD Bay Spacing	(EWA-EWC)	25'-6", 25'-0", 26'-6", 24'-0"
WB Bay Spacing	(EWA-EWC)	25'-6", 25'-0", 26'-6", 24'-0"
NB Bay Spacing	(EWC-EWA)	24'-0", 26'-6", 25'-0", 25'-6"
WD Soldier Column Recesses	(EWA-EWC)	N/A
NB Soldier Column Recesses	(EWC-EWA)	N/A
WA Column Spacing	(SWB-SWD)	16'-7", 3@16'-0", 16'-9", 15'-10"
WC Column Spacing	(SWD-SWB)	16'-7", 4@16'-0", 16'-7"
WA Column Recesses	(SWB-SWD)	8.0", 8.0", 8.0", 8.0", 8.0", 8.0", 8.0"
WC Column Recesses	(SWD-SWB)	8.0", 8.0", 8.0", 8.0", 8.0", 8.0", 8.0"

Note - Negative column recess raises the base of the column above the finished floor.

WD Girt Spacings	(Base to Eave)	System Standard	
NB Girt Spacings	(Base to Eave)	System Standard	
WA Girt Spacings	(Base to Peak)	System Standard	
WC Girt Spacings	(Base to Peak)	System Standard	
Purlin Spacing		System Standard	N/A
Assigned Purlin Spacings on the Slope - SWD		(Eave to Peak)	1'-8", 22@4'-0 1/16", 4'-1 1/16"
Assigned Purlin Spacings on the Slope - SWB		(Eave to Peak)	

Note - Purlin and girt depths, DESIGNED purlin locations, and SYSTEM SPECIFIED girt locations are supplied for reference only, and may be changed at Manufacturer's discretion without notice unless specifically stated otherwise in the "Notes" section of this document.

### Frame Groups

Group Number	1 (Multi-Span)		
Frame Lines	2 to 4		
Ordered Washers for High Strength Bolts	No		
<b>WD</b>		<b>SWB</b>	
Column	Tapered Allowed	Column	Straight Required
Unbraced To Elevation	22'-5 7/16"	Unbraced To Elevation	26'-6"
Max Column Web Depth	60.0"	Max Column Web Depth	12.0"
Max Rafter Web Depth	60.0"	Max Rafter Web Depth	60.0"
Exterior Column Elevation	8.0" Below Finished Floor	Exterior Column Elevation	8.0" Below Finished Floor

#### Module Information

Module Spacing (SWB-SWD) 37'-0", 60'-2"

#### Interior Columns

#	Type	Recess	Base	Top	Max Web Depth	Braced Bay
1	Built Up Plate	8.0000"	Pinned	Fixed	16.0000"	

### Roof Panel (9,849 sqft)

Type	BattenLok HS ( w/o pencil ribs)	<b>Options</b>	
Thickness	N/A	SS Clip Type	High Floating (Up to 6" Blkt. Insulation)
Width	16"	Thermal Blocks	5/8" Thick
Height	24	FM-4471 Roof Panel Anchorage	No
Color	S300 Standard TBD	UL90	Yes
Alspar Code	N/A	Eave Icing	No
Field (KSI)	50	Wide Tape	No
Value	N/A	Additional Hand Crimper	No
Wish Warranty	Yes		
<b>Fastener Information</b>		<b>Weather-tightness Warranty</b>	
Type	Self-Drilling	Type	Standard I
Head Finish	Long-Life	Term	20 Year
Length	Standard		
		<b>Snow Retention System</b>	
		Provide Snow Retention System	No

Note - Insulation not included unless specified on the Insulation page of this document.

**\*IMPORTANT\*** The roof panel ordered requires a seaming tool for proper roof installation. Seaming tools must be leased from the panel manufacturer only. Failure to seam a panel properly or the use of a seamer other than one from the panel manufacturer will void the manufacturer's roof weather-tightness warranties, if purchased, and can void all applicable roof panel finish warranties. It is the responsibility of the purchaser to contact the panel manufacturer to arrange rental of the seaming tools. The purchaser will be required to complete a rental agreement. Rental agreements should be submitted a minimum of 10 business days prior to the requested date of seaming tool delivery. All seaming tool rentals are invoiced separate of the material invoices. A deposit may be required prior to shipment of seaming tools. Contact your sales representative for further information.

## Wall Panel (0 sqft)

Type	None	<b>Options</b>	
Thickness	N/A	Reverse Rolled	N/A
Width	N/A	Washers	N/A
Height	N/A	Concrete Notch	N/A
Color	N/A	Sealed Wall	No
Field (KSI)	N/A	Eave Closure	No
Finish Warranty	N/A	Rake Closure	No
Value	N/A	Outside Metal EW Closures	N/A
		Foam Tape (If applicable)	No

**Fastener Information**

Type	N/A
Head Finish	N/A
Length	N/A
Vendor	N/A

## Base Condition

Finishing	None	Closure	None
Trim	None		

## Trim

**WD Options**

Trim Type	Gutters and Downspouts
Gutter Type	Southern
Gutter Type by Design	Southern Large
Additional Gutter Supports	No

**WA Options**

Trim Type	Rake Trim
Gutter Type	N/A
Gutter Type by Design	N/A
Additional Gutter Supports	N/A

**SWB Options**

Trim Type	Eave Trim
Gutter Type	N/A
Gutter Type by Design	N/A
Additional Gutter Supports	N/A

**EWC Options**

Trim Type	Rake Trim
Gutter Type	N/A
Gutter Type by Design	N/A
Additional Gutter Supports	N/A

**Color Selections**

Eave	S300 Standard TBD
Eave Valspar Code	N/A
Rake	S300 Standard TBD
Rake Valspar Code	N/A
Corner	N/A
Base	S300 Standard TBD
Base Valspar Code	N/A
Gutters	S300 Standard TBD
Gutters Valspar Code	N/A
Downspouts	S300 Standard TBD
Downspouts Valspar Code	N/A
Roof to Roof	N/A
Roof to Wall	N/A

Trim Profile	Signature
Downspout Type	Press Broke
All Trim Yield (KSI)	50

\* Note - Gutters selected may differ from the Gutters designed.

## New Building A - EXERCISE Continued...

## Accessories

## Downspouts

Elevation	SWD	Elbow	Yes
Part Bay	N/A	Trim	S300 Standard TBD
Quantity	3	Trim Valspar Code	N/A
Height	22'-5 7/16"	Distance From Left Steelline	0'-0"
		Distance From Left Column	0'-0"

## Open Areas

Type	Full Height	Support Beam Included	Yes	<u>Support Beam</u>	
Elevation	EWA	Use Flange Bracing	No	Type	Wide Flange
Part Bay	1	Distance From Left Steelline	0'-0"	Flange Brace	No
Height	97'-2"	Distance From Left Column	0'-0"	Deflection	L/240
Open For	Full	Shear Wall	No	Location	Behind Wall
Material Thickness	Studs	Column Bracing	N/A		
Material Weight	1'-2"	Base Type	N/A		
Distance to Face of Material	40.000 psf	Include Jamb Flash	No		
Distance to Support Beam	0'-6"	Flash Color	N/A		
Connection Spacing	0'-8"	Flash Valspar Code	N/A		
Needed in Future	4'-0"	Open for Wind	0.00 %		
	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		

Type	Full Height	Support Beam Included	Yes	<u>Support Beam</u>	
Elevation	SWB	Use Flange Bracing	No	Type	Wide Flange
Part Bay	1	Distance From Left Steelline	0'-0"	Flange Brace	No
Height	101'-0"	Distance From Left Column	0'-0"	Deflection	L/240
Open For	Full	Shear Wall	No	Location	Behind Wall
Material Thickness	Studs	Column Bracing	N/A		
Material Weight	1'-2"	Base Type	N/A		
Distance to Face of Material	40.000 psf	Include Jamb Flash	No		
Distance to Support Beam	0'-6"	Flash Color	N/A		
Connection Spacing	0'-8"	Flash Valspar Code	N/A		
Needed in Future	4'-0"	Open for Wind	0.00 %		
	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		

Type	Full Height	Support Beam Included	Yes	<u>Support Beam</u>	
Elevation	EWC	Use Flange Bracing	No	Type	Wide Flange
Part Bay	1	Distance From Left Steelline	0'-0"	Flange Brace	No
Height	97'-2"	Distance From Left Column	0'-0"	Deflection	L/240
Open For	Full	Shear Wall	No	Location	Behind Wall
Material Thickness	Studs	Column Bracing	N/A		
Material Weight	1'-2"	Base Type	N/A		
Distance to Face of Material	40.000 psf	Include Jamb Flash	No		
Distance to Support Beam	0'-6"	Flash Color	N/A		
Connection Spacing	0'-8"	Flash Valspar Code	N/A		
Needed in Future	4'-0"	Open for Wind	0.00 %		
	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		

Type	Full Height	Support Beam Included	Yes	<u>Support Beam</u>	
Elevation	SWD	Use Flange Bracing	No	Type	Wide Flange
Part Bay	1	Distance From Left Steelline	0'-0"	Flange Brace	No
Height	13'-11"	Distance From Left Column	0'-0"	Deflection	L/240
Open For	Full	Shear Wall	No	Location	Behind Wall
Material Thickness	Studs	Column Bracing	N/A		
Material Weight	1'-2"	Base Type	N/A		
Distance to Face of Material	40.000 psf	Include Jamb Flash	No		
Distance to Support Beam	0'-6"	Flash Color	N/A		
Connection Spacing	0'-8"	Flash Valspar Code	N/A		
Needed in Future	4'-0"	Open for Wind	0.00 %		
	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		

Type	Full Height	Support Beam Included	No	<u>Support Beam</u>	
Elevation	SWD	Use Flange Bracing	N/A	Not by Metallic	
Part Bay	1	Distance From Left Steelline	13'-11"		
Height	57'-6"	Distance From Left Column	13'-11"		
Open For	Full	Shear Wall	No		
Material Thickness	Other	Column Bracing	N/A		
Material Weight	N/A	Base Type	N/A		
Distance to Face of Material	0.000 psf	Include Jamb Flash	No		
Distance to Support Beam	0'-0"	Flash Color	N/A		
Connection Spacing	0'-0"	Flash Valspar Code	N/A		
Needed in Future	0'-0"	Open for Wind	0.00 %		
	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		

New Building A - EXERCISE Continued...

Accessories Continued...

Support Beam Included	Yes	Support Beam	
Use Flange Bracing	No	Type	
Distance From Left Steelline	71'-5"	Flange Brace	
Distance From Left Column	20'-11"	Deflection	
Shear Wall	No	Location	
Column Bracing	N/A		
Base Type	N/A		
Include Jamb Flash	No		
Flash Color	N/A		
Flash Valspar Code	N/A		
Open for Wind	0.00 %		
Liner Panel To Remain	No Liner Found		
Insulation To Remain	No		

Note - Support beam will be at max. height allowed by Manufacturer's design, unless otherwise noted.

Support Beams

Support Beam	EWA	Beam Deflection	L/240
Support Column	1	Connection Spacing	4'-0"
Support Column	7	Beam Height	16'-0"
Material Thickness	14.0"	Flange Brace	No
Material Weight	40.000 psf	Supported Material is in	No
		Steelline	
Support Beam	SWB	Beam Deflection	L/240
Support Column	1	Connection Spacing	4'-0"
Support Column	5	Beam Height	16'-0"
Material Thickness	14.0"	Flange Brace	No
Material Weight	40.000 psf	Supported Material is in	No
		Steelline	
Support Beam	EWC	Beam Deflection	L/240
Support Column	1	Connection Spacing	4'-0"
Support Column	7	Beam Height	16'-0"
Material Thickness	14.0"	Flange Brace	No
Material Weight	40.000 psf	Supported Material is in	No
		Steelline	
Support Beam	SWD	Beam Deflection	L/240
Support Column	1	Connection Spacing	4'-0"
Support Column	2	Beam Height	16'-0"
Material Thickness	14.0"	Flange Brace	No
Material Weight	40.000 psf	Supported Material is in	No
		Steelline	
Support Beam	SWD	Beam Deflection	L/240
Support Column	4	Connection Spacing	4'-0"
Support Column	5	Beam Height	16'-0"
Material Thickness	14.0"	Flange Brace	No
Material Weight	40.000 psf	Supported Material is in	No
		Steelline	

Insulation

Building Has Insulation	Yes
Insulation By Metallic	No

Insulation Information

Insulation Type	Full Cavity Insulation
Insulation Thickness	3.50"
Cavity Purlin Bracing Allowed?	Yes



## New Building B - LOUNGE

Label - Name	<b>B - LOUNGE</b>	Frame Type	<b>Single Slope</b>
Structure	<b>New</b>	Elevation A	<b>Endwall</b>
Type	<b>Stand Alone</b>		

## Loads, Wind Enclosure, Deflections &amp; Sidesway

**Building Loads**

Roof Snow Load By Design	<b>11.000 psf</b>
Risk Factor	<b>III - High</b>
Thermal Condition	<b>All Others</b>
Seismic Design Category	<b>C</b>
Wind Speed	<b>130.00 mph</b>

**Importance Factors**

Snow Is	<b>1.10</b>
Wind Iw	<b>N/A</b>
Seismic Ie	<b>1.25</b>
Designed Snow Exposure	<b>Partially Exposed</b>

**Wind Enclosure**

Enclosure	<b>Calculated - Enclosed</b>
Are all Framed Openings enclosed with materials designed to resist building wind loads?	<b>Yes</b>
Are all Open Areas for Other enclosed with materials designed to resist building wind loads?	<b>Yes</b>
Open Building Condition	<b>Obstructed flow</b>

**Uniform Collateral Loads**

Ceiling Load	<b>0.000 psf</b>
Ceiling Type	<b>N/A</b>
Brittle Wall/Dryvit	<b>No</b>
Other	<b>15.000 psf</b>

**Deflections**

<b>Purlins</b>			<b>Roof Panel</b>			<b>Rafters</b>		
Live	<b>L/240</b>	<b>User Specified</b>	Live	<b>L/60</b>	<b>Code Limit</b>	Live	<b>L/360</b>	<b>User Specified</b>
Snow	<b>L/240</b>	<b>User Specified</b>	Snow	<b>L/60</b>	<b>Code Limit</b>	Snow	<b>L/360</b>	<b>User Specified</b>
Wind	<b>L/240</b>	<b>User Specified</b>	Wind	<b>L/60</b>	<b>Code Limit</b>	Wind	<b>L/360</b>	<b>User Specified</b>
Total Gravity	<b>L/240</b>	<b>User Specified</b>	Total Gravity	<b>L/60</b>	<b>Code Limit</b>	Total Gravity	<b>L/360</b>	<b>User Specified</b>
Total Uplift	<b>L/240</b>	<b>User Specified</b>	Total Uplift	<b>L/60</b>	<b>Code Limit</b>	Total Uplift	<b>L/360</b>	<b>User Specified</b>
Roofs	<b>L/90</b>	<b>Code Limit</b>						
Wall Panel	<b>L/60</b>	<b>Code Limit</b>						
Endwall Columns	<b>L/120</b>	<b>Code Limit</b>						

**Sidesway**

<b>Crane</b>			<b>Frame</b>		
Crane	<b>H/100</b>	<b>Code Limit</b>	Live	<b>H/240</b>	<b>User Specified</b>
			Snow	<b>H/240</b>	<b>User Specified</b>
			Serviceability Wind	<b>H/240</b>	<b>User Specified</b>
			Total Gravity	<b>H/240</b>	<b>User Specified</b>
			Total Seismic	<b>H/240</b>	<b>User Specified</b>

Note - (By Manufacturer) Limits values are based on Metallic's interpretation of serviceability limits as outlined in building code, AISC Design Guide #3, MBMA publications, SSBi publications and industry practice. It is the Builder's responsibility to confirm the acceptability of these values with the Architect/Engineer of record for the project.

Note - Code deflection limits are based on the applicable building code, user defined loading and the manufacturer's interpretation of what the minimum value should be.

Note - The material supplied by building manufacturer has been designed with the following minimum deflection criteria. The actual deflection may be less depending upon actual load and member length. The frame sidesway for wind load is based upon a representation of the 10-year Mean Recurrence Interval wind load.

## Topography - Escarpments

Does the building lie on the upper half of a hill, ridge, or escarpment?	<b>No</b>
Is this hill, ridge or escarpment unobstructed in any direction by another similar topographic feature within a distance of 100 times its height or 2 miles (321 km), whichever is less?	<b>No</b>
Is the hill or escarpment at least twice as tall as any other topographic features within 2 miles (3.21 km)?	<b>No</b>
Does the average slope on the top half of the hill, ridge, or escarpment equal or exceed 20% (11.3%)?	<b>No</b>
Is the height of the hill, ridge or escarpment equal to or greater than 15 feet (4.57 m) for Exposure C or D, or 60ft (18.3 m) for Exposure B?	<b>No</b>

**Topographic Effects**

Hill Shape	<b>N/A</b>
h, Horizontal distance of crest to half height of hill or escarpment	<b>N/A</b>
H, Height of Hill or Escarpment	<b>N/A</b>
X, Distance From the Crest to the Building Site	<b>N/A</b>

## New Building B - LOUNGE Continued...

## Geometry, Sidewalls &amp; Endwalls

Width	27'-1 5/8"	Length	57'-6"
<b>WD</b>		<b>SWB</b>	
Eave Height	21'-3 7/8"	Eave Height	22'-5 7/16"
Roof Slope	0.500000 / 12	Roof Slope	0.000000 / 12
Distance To Ridge	27'-1 5/8"	Distance To Ridge	0'-0"
Girts	8.0" - Bypass	Girts	8.0" - Bypass
<b>WA</b>		<b>EWC</b>	
Type	Non-Expandable Frame	Type	Non-Expandable Frame
Girts	8.0" - Flush	Girts	8.0" - Flush
User Specified Setback	System Standard 1'-2"	User Specified Setback	System Standard 1'-2"
Designed Setback	1'-2"	Designed Setback	1'-2"
Uprights	8.0" Z	Pregalvanized Secondary	No
3P Min Depth	N/A	Hot-Dipped Primary	No
3P Max Depth	N/A	Seal Welds	N/A
Steel Shop Coat	Red		
Paint Finish	Plated		

Note - Structural paint is intended as a primer. The primers supplied by the Manufacturer are not intended to provide the uniformity of appearance of a finish coat nor to provide intended protection if subjected to prolonged exposure. If immediate erection of steel is not possible, it must be protected from exposure to atmospheric and/or environmental conditions that may be detrimental to primer performance. These conditions would include, but not be limited to, prolonged exposure to ultra-violet light resulting in possible fading and/or spotting or standing water resulting in spotting, peeling or localized surface oxidation. Gray Primer in particular will show rust spots/streaks due to imperfections in the application process and the properties associated with Gray Primers. Primer touch-up due to transit abrasions and/or scratching during loading and unloading and erection is to be expected. Rusting or abrasions on structural members is not subject to customer rejection or claim for touch up. Additional guidelines can be found in the MBMA Commentary, the AISI Code of Standard Practice and the Manufacturer's Standard Specifications.

## Stand Alone

Direction from Building A	D - Right	Y Direction from Building A	C - Up
Distance from Building A	97'-2"	Y Distance from Building A	13'-11"

## Bracing

Roof	Rod	(EWA to EWC) @ Bays	2
3P Bracing Location	N/A		
WD	1 Tier Rod	(EWA to EWC) @ Bays	2
WB	1 Tier Rod	(EWC to EWA) @ Bays	2
WA	None	(SWB to SWD) @ Bays	N/A
WC	None	(SWD to SWB) @ Bays	N/A
Uprights	Knock-In Bridging Angles Allowed		
WD Girts	Not Allowed		
WB Girts	Not Allowed		
WA Girts	Not Allowed		
WC Girts	Not Allowed		
After Flange Braces	Double Clip		
Column Flange Braces	Standard		

## Portal Frames

<b>WD</b>		<b>SWB</b>	
Rod Tiers Above	N/A	Rod Tiers Above	N/A
Max Column Web Depth	N/A	Max Column Web Depth	N/A
Max Rafter Web Depth	N/A	Max Rafter Web Depth	N/A
<b>WA</b>		<b>EWC</b>	
Rod Tiers Above	N/A	Rod Tiers Above	N/A
Max Column Web Depth	N/A	Max Column Web Depth	N/A
Max Rafter Web Depth	N/A	Max Rafter Web Depth	N/A

Note - It may be possible to reduce bracing costs by locating the bracing in a wider bay. If the braced bay is not as wide as it is tall, consider moving the bracing to a bigger bay if possible.

## Spacing

WD Bay Spacing	(EWA-EWC)	11'-7", 25'-0", 20'-11"
oof Bay Spacing	(EWA-EWC)	11'-7", 25'-0", 20'-11"
WB Bay Spacing	(EWC-EWA)	20'-11", 25'-0", 11'-7"
WD Soldier Column Recesses	(EWA-EWC)	N/A
WB Soldier Column Recesses	(EWC-EWA)	N/A
WA Column Spacing	(SWB-SWD)	27'-1 5/8"
WC Column Spacing	(SWD-SWB)	27'-1 5/8"
WA Column Recesses	(SWB-SWD)	0.0", 0.0"
WC Column Recesses	(SWD-SWB)	0.0", 0.0"

Note - Negative column recess raises the base of the column above the finished floor.

WD Girt Spacings	(Base to Eave)	System Standard	
WB Girt Spacings	(Base to Eave)	System Standard	
WA Girt Spacings	(Base to Peak)	System Standard	
WC Girt Spacings	(Base to Peak)	System Standard	
Purlin Spacing		System Standard	N/A
Designed Purlin Spacings on the Slope - SWD		(Eave to Peak)	2@4'-0 7/8", 2@4'-11 1/16", 5'-0"
Designed Purlin Spacings on the Slope - SWB		(Eave to Peak)	

Note - Purlin and girt depths, DESIGNED purlin locations, and SYSTEM SPECIFIED girt locations are supplied for reference only, and may be changed at Manufacturer's discretion without notice unless specifically stated otherwise in the "Notes" section of this document.

## Frame Groups

Group Number	1 (Clearspan)
Frame Lines	1 to 4
Ordered Washers for High Strength Bolts	No

WD

Column	Straight Required
Unbraced To Elevation	N/A
Max Column Web Depth	12.0"
Max Rafter Web Depth	24.0"
Exterior Column Elevation	At Finished Floor

SWB

Column	Straight Required
Unbraced To Elevation	N/A
Max Column Web Depth	20.0"
Max Rafter Web Depth	24.0"
Exterior Column Elevation	At Finished Floor

## Roof Panel (1,577 sqft)

Type	BattenLok HS ( w/o pencil ribs)	<u>Options</u>	
Thickness	N/A	SS Clip Type	High Floating (Up to 6" Blkt. Insulation)
Width	16"	Thermal Blocks	5/8" Thick
Height	24	FM-4471 Roof Panel Anchorage	No
Color	S300 Standard TBD	UL90	Yes
Alspar Code	N/A	Eave Icing	No
Field (KSI)	50	Wide Tape	No
Value	N/A	Additional Hand Crimper	No
Finish Warranty	Yes		
<u>Fastener Information</u>		<u>Weathertightness Warranty</u>	
Type	Self-Drilling	Type	Standard I
Head Finish	Long-Life	Term	20 Year
Length	Standard		
		<u>Snow Retention System</u>	
		Provide Snow Retention System	No

Note - Insulation not included unless specified on the Insulation page of this document.

**\*IMPORTANT\*\*\*** The roof panel ordered requires a seaming tool for proper roof installation. Seaming tools must be leased from the panel manufacturer only. Failure to seam a panel properly or the use of a seamer other than one from the panel manufacturer will void the manufacturer's roof weathertightness warranties, if purchased, and can void all applicable roof panel finish warranties. It is the responsibility of the purchaser to contact the panel manufacturer to arrange rental of the seaming tools. The purchaser will be required to complete a rental agreement. Rental agreements should be submitted a minimum of 10 business days prior to the requested date of seaming tool delivery. All seaming tool rentals are invoiced separate of the material invoices. A deposit may be required prior to shipment of seaming tools. Contact your sales representative for further information.

## Wall Panel (0 sqft)

Type	None	<u>Options</u>	
Thickness	N/A	Reverse Rolled	N/A
Width	N/A	Washers	N/A
Height	N/A	Concrete Notch	N/A
Color	N/A	Sealed Wall	No
Field (KSI)	N/A	Eave Closure	No
Finish Warranty	N/A	Rake Closure	No
Value	N/A	Outside Metal EW Closures	N/A
		Foam Tape (If applicable)	No

Installer Information

Type	N/A
Lead Finish	N/A
Length	N/A
Vendor	N/A

## Base Condition

Finishing	None	Closure	None
Trim	None		

## Trim

WD Options

Trim Type	Gutters and Downspouts
Gutter Type	Southern
Gutter Type by Design	Southern Large
Additional Gutter Supports	No

WA Options

Trim Type	Rake Trim
Gutter Type	N/A
Gutter Type by Design	N/A
Additional Gutter Supports	N/A

SWB Options

Trim Type	No Trim
Gutter Type	N/A
Gutter Type by Design	N/A
Additional Gutter Supports	N/A

EWC Options

Trim Type	Rake Trim
Gutter Type	N/A
Gutter Type by Design	N/A
Additional Gutter Supports	N/A

Color Selections

Eave	N/A
Rake	S300 Standard TBD
Rake Valspar Code	N/A
Corner	N/A
Base	N/A
Gutters	S300 Standard TBD
Gutters Valspar Code	N/A
Downspouts	S300 Standard TBD
Downspouts Valspar Code	N/A
Roof to Roof	N/A
Roof to Wall	N/A

Trim Profile	Signature
Downspout Type	Press Broke
All Trim Yield (KSI)	50

\* Note - Gutters selected may differ from the Gutters designed.

## New Building B - LOUNGE Continued...

## Accessories

## Downspouts

Elevation	SWD	Elbow	Yes
Bay	N/A	Trim	S300 Standard TBD
Quantity	3	Trim Valspar Code	N/A
Height	5'-0"	Distance From Left Steelline	0'-0"
		Distance From Left Column	0'-0"

## Pen Areas

Type	Full Height	Support Beam Included	No	<u>Support Beam</u>	
Elevation	SWB	Use Flange Bracing	N/A	Not by Metallic	
Bay	1	Distance From Left Steelline	0'-0"		
Width	57'-6"	Distance From Left Column	0'-0"		
Height	Full	Shear Wall	No		
Pen For	Other	Column Bracing	N/A		
Material Thickness	N/A	Base Type	N/A		
Material Weight	0.000 psf	Include Jamb Flash	No		
Distance to Face of Material	0'-0"	Flash Color	N/A		
Distance to Support Beam	0'-0"	Flash Valspar Code	N/A		
Connection Spacing	0'-0"	Open for Wind	0.00 %		
Installed in Future	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		
Type	Full Height	Support Beam Included	Yes	<u>Support Beam</u>	
Elevation	EWC	Use Flange Bracing	No	Type	Channel
Bay	1	Distance From Left Steelline	0'-0"	Flange Brace	No
Width	27'-1 5/8"	Distance From Left Column	0'-0"	Deflection	L/600
Height	Full	Shear Wall	No	Location	Top of Wall
Pen For	Studs	Column Bracing	N/A		
Material Thickness	1'-2"	Base Type	N/A		
Material Weight	40.000 psf	Include Jamb Flash	No		
Distance to Face of Material	0'-6"	Flash Color	N/A		
Distance to Support Beam	0'-8"	Flash Valspar Code	N/A		
Connection Spacing	4'-0"	Open for Wind	0.00 %		
Installed in Future	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		
Type	Full Height	Support Beam Included	No	<u>Support Beam</u>	
Elevation	SWD	Use Flange Bracing	N/A	Not by Metallic	
Bay	1	Distance From Left Steelline	0'-0"		
Width	57'-6"	Distance From Left Column	0'-0"		
Height	Full	Shear Wall	No		
Pen For	Other	Column Bracing	N/A		
Material Thickness	N/A	Base Type	N/A		
Material Weight	0.000 psf	Include Jamb Flash	No		
Distance to Face of Material	0'-0"	Flash Color	N/A		
Distance to Support Beam	0'-0"	Flash Valspar Code	N/A		
Connection Spacing	0'-0"	Open for Wind	0.00 %		
Installed in Future	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		
Type	Full Height	Support Beam Included	Yes	<u>Support Beam</u>	
Elevation	EWA	Use Flange Bracing	No	Type	Channel
Bay	1	Distance From Left Steelline	0'-0"	Flange Brace	No
Width	27'-1 5/8"	Distance From Left Column	0'-0"	Deflection	L/600
Height	Full	Shear Wall	No	Location	Top of Wall
Pen For	Studs	Column Bracing	N/A		
Material Thickness	1'-2"	Base Type	N/A		
Material Weight	40.000 psf	Include Jamb Flash	No		
Distance to Face of Material	0'-6"	Flash Color	N/A		
Distance to Support Beam	0'-8"	Flash Valspar Code	N/A		
Connection Spacing	4'-0"	Open for Wind	0.00 %		
Installed in Future	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		

Note - Support beam will be at max. height allowed by Manufacturer's design, unless otherwise noted.

## Insulation

Building Has Insulation	Yes
Insulation By Metallic	No

## Insulation Information

Insulation Type	Full Cavity Insulation
Insulation Thickness	3.50"
Cavity Purlin Bracing Allowed?	Yes

## New Building C - MULTI

Label - Name	C - MULTI	Frame Type	Single Slope
Structure	New	Elevation A	Endwall
Type	Stand Alone		

## Loads, Wind Enclosure, Deflections &amp; Sidesway

Building Loads

Roof Snow Load By Design	11.000 psf
Risk Factor	III - High
Thermal Condition	All Others
Seismic Design Category	C
Wind Speed	130.00 mph

Importance Factors

Snow Is	1.10
Wind Iw	N/A
Seismic Ie	1.25
Designed Snow Exposure	Partially Exposed

Wind Enclosure

Enclosure	Calculated - Enclosed
Are all Framed Openings enclosed with materials designed to resist building wind loads?	Yes
Are all Open Areas for Other enclosed with materials designed to resist building wind loads?	Yes
Open Building Condition	Obstructed flow

Uniform Collateral Loads

Ceiling Load	0.000 psf
Ceiling Type	N/A
Brittle Wall/Dryvit	No
Other	15.000 psf

Deflections

<u>Purlins</u>			<u>Roof Panel</u>			<u>Rafters</u>		
Live	L/240	User Specified	Live	L/60	Code Limit	Live	L/360	User Specified
Snow	L/240	User Specified	Snow	L/60	Code Limit	Snow	L/360	User Specified
Wind	L/240	User Specified	Wind	L/60	Code Limit	Wind	L/360	User Specified
Total Gravity	L/240	User Specified	Total Gravity	L/60	Code Limit	Total Gravity	L/360	User Specified
Total Uplift	L/240	User Specified	Total Uplift	L/60	Code Limit	Total Uplift	L/360	User Specified
Brts	L/90	Code Limit						
Wall Panel	L/60	Code Limit						
Endwall Columns	L/120	Code Limit						

SideswayCrane

Crane	H/100	Code Limit
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Frame

Live	H/240	User Specified
Snow	H/240	User Specified
Serviceability Wind	H/240	User Specified
Total Gravity	H/240	User Specified
Total Seismic	H/240	User Specified

Note - (By Manufacturer) Limits values are based on Metallic's interpretation of serviceability limits as outlined in building code, AISC Design Guide #3, MBMA publications, SSBi publications and industry practice. It is the Builder's responsibility to confirm the acceptability of these values with the Architect/Engineer of record for the project.

Note - Code deflection limits are based on the applicable building code, user defined loading and the manufacturer's interpretation of what the minimum value should be.

Note - The material supplied by building manufacturer has been designed with the following minimum deflection criteria. The actual deflection may be less depending upon actual load and member length. The frame sidesway for wind load is based upon a representation of the 10-year Mean Recurrence Interval wind load.

## Point Loads

<u>DESCRIPTION</u>		<u>LOAD</u>	
FOLDING PARTITION		3,600.00 lbs	
Applied To	Primary	Load Location	Suspended - Inside
Roof Unit Width	N/A	Bay (Numbering from EWA to EWC)	4
Roof Unit Length	N/A	Dist. from Left Frameline to Center of Point Load	12'-9"
Roof Unit Height	N/A	Dist. from SWD to Center of Point Load	41'-0"
Attaching Purlins is Required	No	Beam by Manufacturer	No
Opening Width	N/A	Number of Beams	N/A
Opening Length	N/A		
FOLDING PARTITION		3,600.00 lbs	
Applied To	Primary	Load Location	Suspended - Inside
Roof Unit Width	N/A	Bay (Numbering from EWA to EWC)	4
Roof Unit Length	N/A	Dist. from Left Frameline to Center of Point Load	12'-9"
Roof Unit Height	N/A	Dist. from SWD to Center of Point Load	73'-0"
Attaching Purlins is Required	No	Beam by Manufacturer	No
Opening Width	N/A	Number of Beams	N/A
Opening Length	N/A		

## New Building C - MULTI Continued...

## Point Loads Continued...

escription	<b>FOLDING PARTITION</b>	Load	<b>3,600.00 lbs</b>
plied To	<b>Primary</b>	Load Location	<b>Suspended - Inside</b>
oof top Unit Width	<b>N/A</b>	Bay (Numbering from EWA to EWC)	<b>3</b>
oof top Unit Length	<b>N/A</b>	Dist. from Left Frameline to Center of Point Load	<b>12'-6"</b>
oof top Unit Height	<b>N/A</b>	Dist. from SWD to Center of Point Load	<b>41'-0"</b>
itting Purlins is Required	<b>No</b>	Beam by Manufacturer	<b>No</b>
ening Width	<b>N/A</b>	Number of Beams	<b>N/A</b>
ening Length	<b>N/A</b>		
escription	<b>FOLDING PARTITION</b>	Load	<b>3,600.00 lbs</b>
plied To	<b>Primary</b>	Load Location	<b>Suspended - Inside</b>
oof top Unit Width	<b>N/A</b>	Bay (Numbering from EWA to EWC)	<b>3</b>
oof top Unit Length	<b>N/A</b>	Dist. from Left Frameline to Center of Point Load	<b>12'-6"</b>
oof top Unit Height	<b>N/A</b>	Dist. from SWD to Center of Point Load	<b>73'-0"</b>
itting Purlins is Required	<b>No</b>	Beam by Manufacturer	<b>No</b>
ening Width	<b>N/A</b>	Number of Beams	<b>N/A</b>
ening Length	<b>N/A</b>		
escription	<b>HOOD</b>	Load	<b>1,200.00 lbs</b>
plied To	<b>Primary</b>	Load Location	<b>Suspended - Inside</b>
oof top Unit Width	<b>N/A</b>	Bay (Numbering from EWA to EWC)	<b>2</b>
oof top Unit Length	<b>N/A</b>	Dist. from Left Frameline to Center of Point Load	<b>7'-0"</b>
oof top Unit Height	<b>N/A</b>	Dist. from SWD to Center of Point Load	<b>19'-0"</b>
itting Purlins is Required	<b>No</b>	Beam by Manufacturer	<b>Yes</b>
ening Width	<b>N/A</b>	Number of Beams	<b>2</b>
ening Length	<b>N/A</b>		
escription	<b>FOLDING PARTITION</b>	Load	<b>3,920.00 lbs</b>
plied To	<b>Primary</b>	Load Location	<b>Suspended - Inside</b>
oof top Unit Width	<b>N/A</b>	Bay (Numbering from EWA to EWC)	<b>4</b>
oof top Unit Length	<b>N/A</b>	Dist. from Left Frameline to Center of Point Load	<b>5'-0"</b>
oof top Unit Height	<b>N/A</b>	Dist. from SWD to Center of Point Load	<b>87'-0"</b>
itting Purlins is Required	<b>No</b>	Beam by Manufacturer	<b>No</b>
ening Width	<b>N/A</b>	Number of Beams	<b>N/A</b>
ening Length	<b>N/A</b>		

oad Applied to Primary Framing

Curbs are not included, please contact Estimating for pricing assistance.

If curbs are not supplied by Manufacturer, sub-framing between main supports is also not provided by Manufacturer.

eam by Manufacturer

If roof slope is 1:12 or less the support beams will be located in the purlin cavity.

If roof slope exceeds 1:12 the support beams will be located in the rafter web.

All roof support beams are field located. Attachment to the rafter is not by Manufacturer.

## Topography - Escarpments

Does the building lie on the upper half of a hill, ridge, or escarpment?	<b>No</b>
Is this hill, ridge or escarpment unobstructed in any direction by another similar topographic feature within a distance of 100 times its height or 2 miles (321 km), whichever is less?	<b>No</b>
Is the hill or escarpment at least twice as tall as any other topographic features within 2 miles (3.21 km)?	<b>No</b>
Does the average slope on the top half of the hill, ridge, or escarpment equal or exceed 20% (11.3%)?	<b>No</b>
Is the height of the hill, ridge or escarpment equal to or greater than 15 feet (4.57 m) for Exposure C or D, or 60ft (18.3 m) for Exposure B?	<b>No</b>

Topographic Effects

Hill Shape	<b>N/A</b>
L, Horizontal distance of crest to half height of hill or escarpment	<b>N/A</b>
H, Height of Hill or Escarpment	<b>N/A</b>
X, Distance From the Crest to the Building Site	<b>N/A</b>

## New Building C - MULTI Continued...

## Geometry, Sidewalls &amp; Endwalls

Width	101'-0"	Length	80'-2"
<b>WD</b>		<b>SWB</b>	
Eave Height	16'-2"	Eave Height	20'-4 1/2"
Roof Slope	0.500000 / 12	Roof Slope	0.000000 / 12
Distance To Ridge	101'-0"	Distance To Ridge	0'-0"
Girts	8.0" - Bypass	Girts	8.0" - Bypass
<b>WA</b>		<b>EWC</b>	
Type	Rigid Bearing Frame	Type	Rigid Bearing Frame
Girts	8.0" - Flush	Girts	8.0" - Flush
User Specified Setback	System Standard 0'-4"	User Specified Setback	System Standard 0'-4"
Designed Setback	0'-4"	Designed Setback	0'-4"
Uprights	8.0" Z	Pregalvanized Secondary	No
3P Min Depth	N/A	Hot-Dipped Primary	No
3P Max Depth	N/A	Seal Welds	N/A
Steel Shop Coat	Red		
Paint Finish	Plated		

Note - Structural paint is intended as a primer. The primers supplied by the Manufacturer are not intended to provide the uniformity of appearance of a finish coat nor to provide intended protection if subjected to prolonged exposure. If immediate erection of steel is not possible, it must be protected from exposure to atmospheric and/or environmental conditions that may be detrimental to primer performance. These conditions would include, but not be limited to, prolonged exposure to ultra-violet light resulting in possible fading and/or spotting or standing water resulting in spotting, peeling or localized surface oxidation. Gray Primer in particular will show rust spots/streaks due to imperfections in the application process and the properties associated with Gray Primers. Primer touch-up due to transit abrasions and/or scratching during loading and unloading and erection is to be expected. Rusting or abrasions on structural members is not subject to customer rejection or claim for touch up. Additional guidelines can be found in the MBMA Commentary, the AISI Code of Standard Practice and the Manufacturer's Standard Specifications.

## Stand Alone

Direction from Building A	D - Right	Y Direction from Building A	A - Down
Distance from Building A	124'-3 5/8"	Y Distance from Building A	0'-0"

## Bracing

Roof	Rod	(EWA to EWC) @ Bays	3
3P Bracing Location	N/A		
WD	Full Height Portal Frame	(EWA to EWC) @ Bays	4
WB	Full Height Portal Frame	(EWC to EWA) @ Bays	2
WA	None	(SWB to SWD) @ Bays	N/A
WC	None	(SWD to SWB) @ Bays	N/A
Uprights	Knock-In Bridging Angles Allowed		
WD Girts	Not Allowed		
WB Girts	Not Allowed		
WA Girts	Not Allowed		
WC Girts	Not Allowed		
After Flange Braces	Double Clip		
Column Flange Braces	Standard		

## Portal Frames

<b>SWD</b>		<b>SWB</b>	
Rod Tiers Above	N/A	Rod Tiers Above	N/A
Max Column Web Depth	60.0000"	Max Column Web Depth	60.0000"
Max Rafter Web Depth	60.0000"	Max Rafter Web Depth	60.0000"
<b>EWA</b>		<b>EWC</b>	
Rod Tiers Above	N/A	Rod Tiers Above	N/A
Max Column Web Depth	N/A	Max Column Web Depth	N/A
Max Rafter Web Depth	N/A	Max Rafter Web Depth	N/A

Note - It may be possible to reduce bracing costs by locating the bracing in a wider bay. If the braced bay is not as wide as it is tall, consider moving the bracing to a bigger bay if possible.



## Spacing

WD Bay Spacing	(EWA-EWC)	11'-4", 18'-4", 25'-0", 25'-6"
Wof Bay Spacing	(EWA-EWC)	11'-4", 18'-4", 25'-0", 25'-6"
WB Bay Spacing	(EWC-EWA)	25'-6", 25'-0", 18'-4", 11'-4"
WD Soldier Column Recesses	(EWA-EWC)	N/A
WB Soldier Column Recesses	(EWC-EWA)	N/A
WA Column Spacing	(SWB-SWD)	19'-4", 25'-2 1/2", 21'-3", 18'-8", 16'-6 1/2"
WC Column Spacing	(SWD-SWB)	16'-6 1/2", 24'-4", 32'-0", 28'-1 1/2"
WA Column Recesses	(SWB-SWD)	8.0", 8.0", 8.0", 8.0", 8.0", 8.0"
WC Column Recesses	(SWD-SWB)	8.0", 8.0", 8.0", 8.0", 8.0"

Note - Negative column recess raises the base of the column above the finished floor.

WD Girt Spacings	(Base to Eave)	System Standard	
WB Girt Spacings	(Base to Eave)	System Standard	
WA Girt Spacings	(Base to Peak)	System Standard	
WC Girt Spacings	(Base to Peak)	System Standard	
Purlin Spacing		System Standard	N/A
Assigned Purlin Spacings on the Slope - SWD		(Eave to Peak)	2@3'-9 9/16", 21@4'-3 1/16"
Assigned Purlin Spacings on the Slope - SWB		(Eave to Peak)	

Note - Purlin and girt depths, DESIGNED purlin locations, and SYSTEM SPECIFIED girt locations are supplied for reference only, and may be changed at Manufacturer's discretion without notice unless specifically stated otherwise in the "Notes" section of this document.

## Frame Groups

Group Number	1 (Multi-Span)		
Frame Lines	2 to 2		
Ordered Washers for High Strength Bolts	No		
<b>WD</b>		<b>SWB</b>	
Column	Tapered Allowed	Column	Tapered Allowed
Unbraced To Elevation	N/A	Unbraced To Elevation	N/A
Max Column Web Depth	60.0"	Max Column Web Depth	60.0"
Max Rafter Web Depth	60.0"	Max Rafter Web Depth	60.0"
Exterior Column Elevation	8.0" Below Finished Floor	Exterior Column Elevation	8.0" Below Finished Floor

## Module Information

Module Spacing (SWB-SWD) 44'-6 1/2", 56'-5 1/2"

## Interior Columns

#	Type	Recess	Base	Top	Max Web Depth	Braced Bay
1	Built Up Plate	8.0000"	Pinned	Fixed	16.0000"	

Group Number	2 (Clearspan)
Frame Lines	3 to 4
Ordered Washers for High Strength Bolts	No

<b>WD</b>		<b>SWB</b>	
Column	Tapered Allowed	Column	Tapered Allowed
Unbraced To Elevation	N/A	Unbraced To Elevation	N/A
Max Column Web Depth	60.0"	Max Column Web Depth	60.0"
Max Rafter Web Depth	60.0"	Max Rafter Web Depth	60.0"
Exterior Column Elevation	8.0" Below Finished Floor	Exterior Column Elevation	8.0" Below Finished Floor

## Roof Panel (8,125 sqft)

Type	BattenLok HS ( w/o pencil ribs)	<u>Options</u>	
Thickness	N/A	SS Clip Type	High Fixed (Up to 6" Blkt. Insulation)
Width	16"	Thermal Blocks	5/8" Thick
Height	24	FM-4471 Roof Panel Anchorage	No
Color	S300 Spruce	UL90	Yes
Alspar Code	435R329	Eave Icing	No
Field (KSI)	50	Wide Tape	No
Value	N/A	Additional Hand Crimper	No
Warranty	Yes		
<u>Fastener Information</u>		<u>Weathertightness Warranty</u>	
Type	Self-Drilling	Type	Standard 1
Head Finish	Long-Life	Term	20 Year
Length	Standard		
		<u>Snow Retention System</u>	
		Provide Snow Retention System	No

Note - Insulation not included unless specified on the Insulation page of this document.

**\*IMPORTANT\*\*\*** The roof panel ordered requires a seaming tool for proper roof installation. Seaming tools must be leased from the panel manufacturer only. Failure to seam a panel properly or the use of a seamer other than one from the panel manufacturer will void the manufacturer's roof weathertightness warranties, if purchased, and can void all applicable roof panel finish warranties. It is the responsibility of the purchaser to contact the panel manufacturer to arrange rental of the seaming tools. The purchaser will be required to complete a rental agreement. Rental agreements should be submitted a minimum of 10 business days prior to the requested date of seaming tool delivery. All seaming tool rentals are invoiced separate of the material invoices. A deposit may be required prior to shipment of seaming tools. Contact your sales representative for further information.

## Wall Panel (0 sqft)

Type	None	<u>Options</u>	
Thickness	N/A	Reverse Rolled	N/A
Width	N/A	Washers	N/A
Height	N/A	Concrete Notch	N/A
Color	N/A	Sealed Wall	No
Color Name	N/A	Eave Closure	No
Alspar Code	N/A	Rake Closure	No
Field (KSI)	N/A	Outside Metal EW Closures	N/A
Warranty	N/A	Foam Tape (If applicable)	No
Value	N/A		
<u>Fastener Information</u>			
Type	N/A		
Head Finish	N/A		
Length	N/A		
Vendor	N/A		

## Base Condition

Seaming	None	Closure	None
Trim	None		

## Trim

WD Options

Trim Type	Gutters and Downspouts
Gutter Type	Southern
Gutter Type by Design	Northern Large
Additional Gutter Supports	No

WA Options

Trim Type	Rake Trim
Gutter Type	N/A
Gutter Type by Design	N/A
Additional Gutter Supports	N/A

SWB Options

Trim Type	Eave Trim
Gutter Type	N/A
Gutter Type by Design	N/A
Additional Gutter Supports	N/A

EWG Options

Trim Type	Rake Trim
Gutter Type	N/A
Gutter Type by Design	N/A
Additional Gutter Supports	N/A

New Building C - MULTI Continued...

Trim Continued...

Color Selections

Eave	S300 Standard TBD	Trim Profile	Signature
Eave Valspar Code	N/A	Downspout Type	Press Broke
Eave	S300 Standard TBD	All Trim Yield (KSI)	50
Eave Valspar Code	N/A	* Note - Gutters selected may differ from the Gutters designed.	
Corner	N/A		
Eave	S300 Standard TBD		
Eave Valspar Code	N/A		
Gutters	S300 Standard TBD		
Gutters Valspar Code	N/A		
Downspouts	S300 Standard TBD		
Downspouts Valspar Code	N/A		
Roof to Roof	N/A		
Roof to Wall	N/A		

## Accessories

Elevation	SWD	Elbow	Yes
Trim	N/A	Trim	S300 Standard TBD
Quantity	4	Trim Valspar Code	N/A
Height	16'-2"	Distance From Left Steelline	0'-0"
		Distance From Left Column	0'-0"

Roof Elevation	Full Height EWA	Support Beam Included	Yes	Support Beam	
Roof Part Bay	1	Use Flange Bracing	No	Type	Wide Flange
Roof Width	101'-0"	Distance From Left Steelline	0'-0"	Flange Brace	No
Roof Height	Full	Distance From Left Column	0'-0"	Deflection	L/240
Open For	Studs	Shear Wall	No	Location	Behind Wall
Material Thickness	1'-2"	Column Bracing	N/A		
Material Weight	40.000 psf	Base Type	N/A		
Distance to Face of Material	0'-6"	Include Jamb Flash	No		
Distance to Support Beam	0'-8"	Flash Color	N/A		
Connection Spacing	4'-0"	Flash Valspar Code	N/A		
Installed in Future	N/A	Open for Wind	0.00 %		
		Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		

Height	Full Height	Support Beam Included	Yes	<u>Support Beam</u>	
Elevation	SWB	Use Flange Bracing	No	Type	Wide Flange
Start Bay	1	Distance From Left Steelline	0'-0"	Flange Brace	No
Width	80'-2"	Distance From Left Column	0'-0"	Deflection	L/240
Height	Full	Shear Wall	No	Location	Behind Wall
Open For	Studs	Column Bracing	N/A		
Material Thickness	1'-2"	Base Type	N/A		
Material Weight	40.000 psf	Include Jamb Flash	No		
Distance to Face of Material	0'-6"	Flash Color	N/A		
Distance to Support Beam	0'-8"	Flash Valspar Code	N/A		
Connection Spacing	4'-0"	Open for Wind	0.00 %		
Installed in Future	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		

Height	Full Height	Support Beam Included	Yes	Support Beam	
Elevation	EWC	Use Flange Bracing	No	Type	Wide Flange
Art Bay	1	Distance From Left Steelline	0'-0"	Flange Brace	No
Width	101'-0"	Distance From Left Column	0'-0"	Deflection	L/240
Height	Full	Shear Wall	No	Location	Behind Wall
Open For	Studs	Column Bracing	N/A		
Material Thickness	1'-2"	Base Type	N/A		
Material Weight	40.000 psf	Include Jamb Flash	No		
Distance to Face of Material	0'-6"	Flash Color	N/A		
Distance to Support Beam	0'-8"	Flash Valspar Code	N/A		
Connection Spacing	4'-0"	Open for Wind	0.00 %		
Needed in Future	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		

Height	Full Height	Support Beam Included	Yes	<u>Support Beam</u>	
Elevation	SWD	Use Flange Bracing	No	Type	Wide Flange
Start Bay	1	Distance From Left Steelline	0'-0"	Flange Brace	No
Width	80'-2"	Distance From Left Column	0'-0"	Deflection	L/240
Height	Full	Shear Wall	No	Location	Behind Wall
Open For	Studs	Column Bracing	N/A		
Material Thickness	1'-2"	Base Type	N/A		
Material Weight	40.000 psf	Include Jamb Flash	No		
Distance to Face of Material	0'-6"	Flash Color	N/A		
Distance to Support Beam	0'-8"	Flash Valspar Code	N/A		
Connection Spacing	4'-0"	Open for Wind	0.00 %		
Accepted in Future	N/A	Liner Panel To Remain	No Liner Found		
		Insulation To Remain	No		

## Support Beams

Elevation	<b>EWA</b>	Beam Deflection	<b>L/240</b>
Start Column	<b>1</b>	Connection Spacing	<b>4'-0"</b>
Stop Column	<b>6</b>	Beam Height	<b>12'-0"</b>
Material Thickness	<b>14.0"</b>	Flange Brace	<b>No</b>
Material Weight	<b>40.000 psf</b>	Supported Material is in	<b>No</b>
		Steelline	

New Building C - MULTI Continued...

Accessories Continued...

evaluation	<b>SWB</b>	Beam Deflection	<b>L/240</b>
part Column	<b>1</b>	Connection Spacing	<b>4'-0"</b>
op Column	<b>2</b>	Beam Height	<b>14'-0"</b>
aterial Thickness	<b>14.0"</b>	Flange Brace	<b>No</b>
aterial Weight	<b>40.000 psf</b>	Supported Material is in	<b>No</b>
		Steelline	
evaluation	<b>SWB</b>	Beam Deflection	<b>L/240</b>
part Column	<b>4</b>	Connection Spacing	<b>4'-0"</b>
op Column	<b>5</b>	Beam Height	<b>14'-0"</b>
aterial Thickness	<b>14.0"</b>	Flange Brace	<b>No</b>
aterial Weight	<b>40.000 psf</b>	Supported Material is in	<b>No</b>
		Steelline	
evaluation	<b>EWC</b>	Beam Deflection	<b>L/240</b>
part Column	<b>1</b>	Connection Spacing	<b>4'-0"</b>
op Column	<b>5</b>	Beam Height	<b>12'-0"</b>
aterial Thickness	<b>14.0"</b>	Flange Brace	<b>No</b>
aterial Weight	<b>40.000 psf</b>	Supported Material is in	<b>No</b>
		Steelline	

Insulation

ilding Has Insulation	<b>Yes</b>
sulation By Metallic	<b>No</b>

**Insulation Information**

oof Insulation Type	<b>Full Cavity Insulation</b>
oof Insulation Thickness	<b>3.50"</b>
ivity Purlin Bracing Allowed?	<b>Yes</b>

New Building C - MULTI Continued...

Miscellaneous Adds

List		Weight Total	Price Total
Description	Folding Partition beams/tube column		
Quantity	3.00		
/ Metallic	Yes		
Note #	N/A		
Add to Freight	Yes		
Estimator's Initials	N/A		
Wires On	N/A		
Description	Roof panel & Trims - Porte Cache & Mech Cover		
Quantity	17.00		
/ Metallic	Yes		
Note #	N/A		
Add to Freight	Yes		
Estimator's Initials	N/A		
Wires On	N/A		
Total List Adds (\$)			

## Notes

- Note: If project contains screw-down roof or wall panels, they may be up to 45'-0" in length (at Manufacturer's discretion) unless otherwise noted. If project contains standing seam panels, they may be up to 53'-0" in length (at Manufacturer's discretion) unless otherwise noted.
- Note: NOTICE: Uniform visual appearance of Galvalume® Plus coated panels cannot be guaranteed. The Galvalume® Plus coating is subject to variances in spangle from coil to coil which may result in a noticeable shade variation in installed panels. The Galvalume® Plus coating is also subject to differential weathering after panel installation. Panels may appear to be different shades due to this weathering characteristic. If uniform visual appearance is required, Manufacturer recommends that our prepainted Signature® 200 or Signature® 300 panels be used in lieu of Galvalume® Plus. Shade variations in panels manufactured from Galvalume® Plus coated material do not diminish the structural integrity of the product. These shade variations should be anticipated and are not a cause for rejection.
- Note: If soil profile other than (D), (4), (SD), (S4) is to be used, the Manufacturer requires a sealed letter or copy of a soils report from a registered design professional stating the soil type to be used in the design of the metal building.
- Note: Any in-plant inspection requirements must be noted on this document, and will be at the Buyer's expense.
- Note: Buyer acknowledges that, although minimum loads may be supplied automatically, it is Buyer's responsibility to determine the intended use of the Metal Building System ordered, its appropriateness for all loads to be encountered, including but not limited to, live load, wind load, snow/ice load, water load, collateral and auxiliary loads, as well as its appropriateness for drainage systems and compliance with the requirements of all governing code bodies, statutory and regulatory agencies.
- Note: All design information provided is preliminary, including but not limited to "Designed", "System Standard" and "Default" design criteria. The Manufacturer will not be responsible for conditions resulting from changes in the final design unless that specific requirement is noted on the Purchase Order.
- Note: Manufacturer's specifications, including welding standards and specifications, are applicable unless specifically described otherwise on this document. If plans, specifications, and/or Buyer's Purchase Order accompany this document, and there is a conflict between those documents and Manufacturer's standard specifications, the Manufacturer's standard specifications shall prevail unless specifically listed on this document. The words "See Attached" do not fulfill this reference requirement.
- Note: The complexity rating is derived from the geometry and accessories input into the builder system. The use of Miscellaneous Adds, Project Notes, or any other modifications can influence this rating. Manufacturer reserves the right to change this rating at any time without notification.
- Note: Anchor Rods are not supplied by Manufacturer unless noted specifically on this document. Embedment length is not designed by Manufacturer.
- Note: All Support Beams (spandrel beams) are designed and priced with the assumption that the beam is located at or within 2'-0" of the top of the open area material and that the open area does not extend above the eave line and/or roofline.
- Note: Buyer is responsible for determining the correct fastener length for use with the insulation used on the project. See the Help file or contact the Manufacturer for documents regarding the proper selection of fasteners, clips and thermal blocks.
- Note: Structural paint is intended as a primer. The primers supplied by the Manufacturer are not intended to provide the uniformity of appearance of a finish coat nor to provide extended protection if subjected to prolonged exposure. If immediate erection of steel is not possible, it must be protected from exposure to atmospheric and/or environmental conditions that may be detrimental to primer performance. These conditions would include, but not be limited to, prolonged exposure to ultra-violet light resulting in possible fading and or spotting or standing water resulting in spotting, peeling or localized surface oxidation. Gray Primer in particular will show rust spots/streaks due to imperfections in the application process and the properties associated with Gray Primers. Primer touch-up due to transit abrasions and/or scratching during loading and unloading and erection is to be expected. Rusting or abrasions on structural members is not subject to customer rejection or claim for touch up. Additional guidelines can be found in the MBMA Commentary, the AISC Code of Standard Practice and the Manufacturer's Standard Specifications.
- Note: Windows and Light Transmitting Panels supplied by the manufacturer may not meet the prescriptive requirements of the energy code. Other methods of compliance, if required, are assumed to have been used.
- Note: Research has shown that the in-place R-value for fiberglass roll insulation is greatly dependent upon field placement and drape techniques. The manufacturer is not responsible for achieving the in-place R-factors as required by the energy code for assemblies using fiberglass roll, even if it is supplied by the manufacturer.
- Note: The buyer confirms that the building is ordered properly to meet the following performance requirements:  
a. Prescriptive requirements of the energy code.  
b. Energy modeling assumptions of the building envelope.
- Note: Eave Struts, Endrafters and Header members are not designed to sustain transverse wind or seismic loading from masonry/other construction.
- Note: Any quoted delivery schedules are only approximations (Not Guarantees), are rendered as a convenience to the customer, and are subject to variations depending upon Manufacturer's shipment backlog at the time of order placement.
- Note: Steel framing by Manufacturer normally deflects vertically under snow load. All walls not by Manufacturer, attaching directly to Manufacturer's steel framing shall be attached with vertically slotted clips or equivalent (attachment not by Manufacturer) to avoid transferring vertical load to the stud walls, resulting in damage to the wall.
- Note: The maximum square foot capacity per truckload is 11,800 sq. ft. based on 20' panel length. These calculations can vary greatly depending on panel lengths and bundling requirements.
- |  |                                       |   |
|--|---------------------------------------|---|
| <b><u>BattenLok HS Panel Qty. Per Bundle</u></b> | <b><u>BattenLok HS Max. Panel</u></b> | <b><u>BattenLok HS Approx. Panel Weight</u></b> |
| 18 panels/bundle / 1.46#/sf or 40#/20'           | 30'-0" or call with job               | 8,000# to 17,000#/truckload                     |
| 4 bundles wide & 3 bundles high                  |                                       |   |
| 12 bundles or 216 panels over 20' long           |                                       |   |
| 24 bundles or 432 panels under 20'               |                                       |   |
- Note: 4'-0" are minimum panel lengths that can be provided with current plant fabrication limitation. Panel length requirements less than 4'-0" must be field cut.
- Note: Normal crating will consist of 18 panels to the bundle with cardboard blocking, protective interleaf, steel banding and water proof paper covering.

- Note: Shipments from these locations will include panel, clips, fasteners, rake support, ridge flash, outside closures, eave plates, back-up plates and tape sealant.
- Note: BattenLok HS panel and accessories are F.O.B. from the closest of vendor's fabrication plants in Atwater, CA; Atlanta, GA; Rome, NY; Memphis, TN; Houston, TX; or Salt Lake City, UT.
- Note: The manufacturer will not guarantee any level of performance for air infiltration or air barrier performance. Furthermore, the manufacturer will not be responsible for any material or labor costs required to achieve any performance level of air infiltration for any wall or roof assembly or whole-building testing.
- Note: If roof purlin design, modification, or addition cannot satisfy the additional specified point load requirements, Manufacturer is providing two field located beams to support this loading. If a different quantity or specific beam configuration is required, please contact the Manufacturer for assistance.
- Note: Buyer is responsible for selecting the appropriate thermal blocks and clips for standing seam roofs for use with the insulation used on the project.
- Note: Only drawings noted for "Erector Installation" are to be utilized to set anchor rods or for installation of steel. Drawings labeled for "Permit" and/or "Approval" are not to be used for these purposes.



## Project Summation

Object ID	FAYETTEVILLE SENIOR CENTER
Owner	N/A
Buyer P.O. Number	N/A
Buyer	METCON BUILDINGS
	INFRASTRUCTURE
Buyer Phone	N/A
Buyer Fax	N/A

Estimated Weight (lbs)	179,958.87
------------------------	------------

Approved Factor (Good until 3/28/2019)	0.710000
--	----------

Weathertightness Warranty	Included
---------------------------	----------

Estimated Freight*	Included
--------------------	----------

Estimated Tax (0.00 %)	Not Included
------------------------	--------------

Applicable tax will be added at the time of invoice.

Contract Total (89.98 Tons, ECF: 7)	\$259,819.63
-------------------------------------	--------------

## NOTES

1. All prices quoted are valid for 14 days from the date signed below
2. The terms and conditions applicable to this are:
  - a. Uniform Terms and Conditions
  - b. General Conditions of Contract
  - c. If buyer is a Metallic Building Company Builder, Metallic Building Company Builder Agreement all of which, as applicable, are incorporated by reference herein.
3. Payment will be in accordance with terms (downpayment, COD or other terms) as established by Metallic Building Company Credit Department
4. This quotation is not a contract, but an offer to sell, which can be accepted only by the Metallic Building Company's Purchase Order or Quotation/Contract form.

Excluding Applicable tax.

Final Freight and Tax charges will be based on rates in effect at time of Shipment.

## Alternates

## Exclusions

Metallic Building Company Representative

Title

Date

For Office use Only: 134.25, 12.92, 2796, 2.60, 6.60, 280, 8232.00, 3133.87, 3138.00, 0.0000, 719, 0.0000, 78238.07, 0.00, 0.7936, 84.90, 2.1196

**Bid Proposal Forms**
**City of Fayetteville – Senior Center West**
**BID PACKAGE # AND TITLE:** BP132000E Erection Only
**BID PROPOSAL OF:** Jade Builders  
 (Hereinafter call "BIDDER") (Name of Firm)

**A(N)** Individual organized and existing under the laws of the State of \_\_\_\_\_  
 (Corporation, Partnership or Individual)

**BIDDER'S North Carolina STATE LICENSE NUMBER:** \_\_\_\_\_

**BASE BID**

The undersigned agrees to Erect a Complete Metal Building Package, as described in the Contract Documents, Addenda, and Bid Manual. Please **attach qualifications and clarifications** to this form for review. Pricing, will be held for 45 days from receipt of pricing, is to be provided as follows:

1. Lump Sum for: One hundred forty-five Thousand & no/100 Dollars,  
 (\$ 145,000.00).

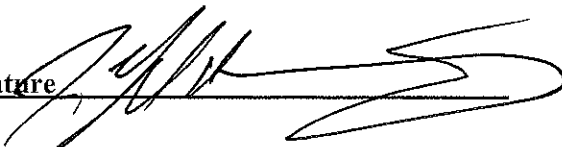
Show amount in both words and figures, in case of discrepancy, the amount shown in words shall govern.

The Bidder acknowledges that he/she has read and familiarized him or herself with the Minority, Woman, and Small Business Enterprise Program, and further agrees to fully incorporate and participate with this program. The Bidder has also completed and attached to this bid proposal, the required forms entitled:

**AFFIDAVIT B-- Intent to Perform Contract with Own Workforce**

The Bidder acknowledges receipt of the following Addenda issued by the Construction Manager:

Addendum No. <u>1</u>	Dated: <u>3/6</u>
Addendum No. <u>2</u>	Dated: <u>3/8</u>
Addendum No. <u>3</u>	Dated: <u>3/13</u>
Addendum No. _____	Dated: _____

**Signature**

**Date:**
3/13/19

 Initial Here JM

CMR 00 41 00

Page 1 of 2

**BASE BID**

The undersigned agrees to perform the entire Scope of Work for this Bid package, as described in the Contract Documents, Addenda, and Bid Manual. Pricing is to be provided as follows:

1. Lump Sum Bid:  
One hundred forty-five thousand and no cents - Dollars,  
(\$ 145,000.00 ).

Show amount in both words and figures, in case of discrepancy, the amount shown in words shall govern.

All North Carolina State Sales and Use Taxes or Local Sales and Use Taxes are included in the above Base Bid and Alternates (including taxes on purchased or rental of tools and equipment). Bidder agrees that this bid will remain good and may not be withdrawn for a period of ninety (90) days after receipt date of Bid Proposal.

**UNIT PRICES & ALLOWANCES**

The Bid Packages that are affected by the following Unit Prices have been identified. Provide the unit cost for the following items as it pertains to the work in this contract. Prices are to include all direct cost of the work, taxes, overhead, profit, supervision, equipment, sub-subcontracts, materials, labor, etc. Prices shall remain in effect for the entire duration of the project. Unit prices will be used as a basis for adjustment of the contract total whether work is added or deducted. A unit price must be provided in the appropriate space on the Bid Proposal Form for all unit prices corresponding to your bid package.

Lump-sum and unit prices allowances are listed below. Construction allowances, if required, are included Bid Packages for each applicable trade package.

**UNIT PRICE No. 1: N/A**

**ALLOWANCE No. 1: N/A**

**BID PACKAGE 132000E**  
**PRE-ENGINEERED METAL BUILDING ERECTION ONLY**  
**(Scope of Work)**

The Scope of Work shall include the installation, complete, of **Pre-Engineered Metal Building Erection Only**.

**DESCRIPTION OF SCOPE INCLUSIONS**

The following is non-exhaustive list of inclusions and is not intended to limit the work in any way.

**A. CONTRACT DOCUMENTS:**

All work shall be performed in accordance with Contract Documents.

- All plans and specifications
- All scope of work requirements
- All Contract Requirements

**B. BONDING REQUIREMENTS:**

No Bonding Requirements for this Scope of Work.

**C. SUBMITTAL REQUIREMENTS:**

Collaborative File Sharing - Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal.

- i. Samples – Descriptions of samples shall be uploaded to the site for record purposes. "Hard" samples are still required per the plans/specifications.

Subcontractor shall clearly identify to the Construction's Manager and Architect's attention, at the time of submittals, of any deviations from the Contract Documents. This Subcontractor's responsibility to the Contract Documents is not relieved by the Architect or Construction Manager's review unless there is written acceptance of the specific deviations. Subcontractor is responsible for submitting and expediting approval of any submittal requirements through a jurisdictional agency, if applicable.

**Subcontractor is to deliver all required Reports and bid documents to Construction Manager within 14 calendar days from date of Notice of Award. NO payment shall be made to subcontractor without all subcontractors' documents submitted. Provide signed and sealed engineered shop drawings as specified by a licensed and registered Engineer.**

Any required re-submittals, record submittals, and/or field drawings shall be forwarded to Construction Manager within seven (7) days of initial submittal return to Subcontractor. Failure of this Subcontractor to submit correct or timely submittals does not relieve said Subcontractor of material delivery obligations in accordance with the Project Schedule. Subcontractor shall allow a minimum of twenty-eight (28) calendar days of Construction Manager -Architect review duration.

**D. STANDARD SCOPE INCLUSIONS:**

Initial 

- a. Subcontractor shall furnish, install, maintain, and remove (upon project completion) all temporary safety barriers and/or signage use in completing their work.
13. All unloading, off-site storage and warehousing, deliveries to jobsite, uncrating, distribution of trash and packing material to dumpsters (dumpsters provided by Construction Manager) is included.
14. Subcontractor shall provide all certifications, licenses and fees per all City and State requirements for a complete supply and installation of the PEMB scope of work.
15. Touchup painting of factory finishes is included upon completion of Work

E. **PROJECT SPECIFIC SCOPE REQUIRMENTS:**

1. Erect a complete scope of work for the **Pre-Engineered Metal Buildings, Insulation, Structural steel & Erection/Install of all** as indicated on the Contract documents including providing all final assemblies, anchors, fasteners, insulation, trim, doors, hardware, etc...
2. All Field measurements and verification are included. Subcontractor shall coordinate with Construction Manager, in writing, at least seven (7) days before erection of materials, of any field discrepancies found during field measurement.
3. Supply and provide all hoisting, trucking, etc. to complete the PEMB scope of work.
4. Install all PEMB insulation for roofing and walls.
5. Install all PEMB standing seam roofing including rental equipment.
6. Install all structural steel and decking to make a complete building on depicted on drawings. **The front canopy/porte cache is excluded from this scope of work.**
7. Install roof hatch, if required. Curb-pipe boots, steel frame support, roof curds as necessary.
8. Install all coping and metal panels/trim at the parapet walls as required per plans and specs.
9. Install all roof curbs for HVAC, roof hatch, vents and all roof penetrations as required.
10. Coordinate placement of anchor bolts required to complete the PEMB scope of work. Coordinate your scope of work with templates and layout with the concrete subcontractor as required for proper layout.
11. Properly store, protect any and all materials as required. Pressure wash and clean all steel and materials if required prior to erection. All materials are to be cleaned before payment will be made.
12. Install all metal gutters and downspouts.
13. Install all Prefinished fascia and trim.
14. Install bent flashing for brick and siding transition. Color by Architect

Initial 

Attach AFFIDAVIT B to the Bid

State of North Carolina – AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

 County of Cumberland

Affidavit of \_\_\_\_\_

Jada Builders  
 (Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

City of Fayetteville Senior Center West contract.  
 (Name of Project)

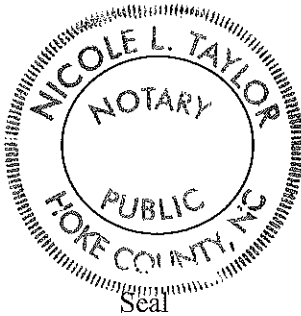
 In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of the work** on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

 Date: 3-13-19 Name of Authorized Officer: JEFF MANNING

 Signature: [Signature]

 Title: Owner

 State of North Carolina, County of Robeson  
 Subscribed and sworn to before me this 13 day of March 2019

 Notary Public [Signature]  
 My commission expires 1-16-23

**Fayetteville Senior Center West**

City of Fayetteville

Fayetteville, NC



# Probable Balance of GMP Summary by Bid Packages

March 19, 2019

	Bid Package Description	Balance of Work 3-19-19	18,784 sqft Cost/GSF	Percent of Total
(BP015000)	General Trades	\$77,000	\$4.10	1.3%
(BP033000)	Cast-in-Place Concrete	\$204,628	\$10.89	3.5%
(BP042000)	Unit Masonry	\$59,880	\$3.19	1.0%
(BP051000)	Structural Steel	\$79,500	\$4.23	1.3%
(BP061000)	Rough Carpentry	\$0	\$0.00	0.0%
(BP064000)	Architectural Woodwork	\$63,875	\$3.40	1.1%
(BP071000)	Insulation	\$40,000	\$2.13	0.7%
(BP074600)	Siding	\$79,100	\$4.21	1.3%
(BP079000)	Caulking, Joint Sealants & Air Barriers	\$10,000	\$0.53	0.2%
(BP075100)	Roofing Turnkey	\$16,500	\$0.88	0.3%
(BP081000)	Doors and Frames	\$86,300	\$4.59	1.5%
(BP084000)	Entrances, Storefronts, and Curtain Walls	\$67,825	\$3.61	1.1%
(BP092000)	Plaster and Gypsum Board	\$418,136	\$22.26	7.1%
(BP093000)	Tiling	\$60,014	\$3.19	1.0%
(BP095000)	Ceilings	\$55,410	\$2.95	0.9%
(BP096000)	Flooring	\$70,192	\$3.74	1.2%
(BP099100)	Painting	\$53,537	\$2.85	0.9%
(BP100000)	Specialties	\$36,475	\$1.94	0.6%
(BP101400)	Signage	\$12,500	\$0.67	0.2%
(BP102200)	Partitions	\$68,835	\$3.66	1.2%
(BP105000)	Storage Specialties	\$9,000	\$0.48	0.2%
(BP120000)	Window Treatments	\$10,200	\$0.54	0.2%
(BP130000)	PEMB - Erection (Bids Received - Jade Construction Bid Form Attached)		\$0.00	0.0%
(BP130000)	PEMB - Furnish (Bids Received - Metallic Metal Buildings Bid Form Attached)		\$0.00	0.0%
(BP131100)	Swimming Pools	\$367,500	\$19.56	6.2%
(BP210000)	Fire Suppression	\$84,528	\$4.50	1.4%
(BP220000)	Plumbing	\$309,772	\$16.49	5.2%
(BP230000)	Heating, Ventilating, and Air Conditioning (HVAC)	\$695,008	\$37.00	11.8%
(BP260000)	Electrical	\$619,872	\$33.00	10.5%
(BP310000)	Earthwork	\$1,303,973	\$69.42	22.1%
	Subtotal:	\$4,959,560	\$264.03	84.0%
		\$0	\$0.00	0.0%
0.960%	Liability Insurance	\$56,657	\$3.02	1.0%
0.250%	Builders Risk	\$14,754	\$0.79	0.3%
0.000%	Building Permit (By Owner)	\$0	\$0.00	0.0%
0.000%	Design Contingency	\$0	\$0.00	0.0%
3.000%	CM Contingency	\$177,052	\$9.43	3.0%
1.040%	Bond/Corp Guarantee	\$61,378	\$3.27	1.0%
	<b>Construction Cost Subtotal</b>	<b>\$5,269,401</b>	<b>\$280.53</b>	<b>89.3%</b>
12.000%	Metcon Fee, General Conditions & Overhead	\$632,328	\$33.66	10.7%
	<b>Construction Cost Total</b>	<b>\$5,901,728.86</b>	<b>\$314.19</b>	<b>100.0%</b>
0.000%	Escalation	\$0	\$0.00	0.0%
	<b>Anticipated Construction Cost Total</b>	<b>\$5,901,728.86</b>	<b>\$314.19</b>	<b>100.0%</b>

# PEMB Bids

## Senior Center West

### Erection Package

Name	Location	Bid
Arcon Construction		\$168,000.00
A.R Chesson Construction	Elizabeth City, North Carolina	\$224,360.00
Jade Builders		\$145,000.00

### Furnish Package

Name	Location	Bid
CECO Building Systems	Rocky Mount, North Carolina	\$332,358.00
Metallic Building Company	Houston, Texas	\$259,819.63
NUCOR Building Systems	Swansea, South Carolina	\$274,855.00



# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-705

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**Agenda Date:** 3/25/2019

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.02

**TO:** Mayor and Members of City Council

**THRU:** David W. Trego, CEO/General Manager  
Fayetteville Public Works Commission

**FROM:** Fayetteville Public Works Commission

**DATE:** March 25, 2019

**RE:**

**Bid Recommendation - Scotsdale Water Main Replacement**

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

High Quality Built Environment

**Executive Summary:**

Bids were received for the Scotsdale Water Main Replacement Project. The recommended lowest responsive, responsible bidder is Sandy's Hauling & Backhoe Service, Inc., Roseboro, NC, in the total amount of \$809,685.00.

**Background:**

The Fayetteville Public Works Commission during their meeting on March 13, 2019, approved the bid recommendation to award the contract for the Scotsdale Water Main Replacement Project to Sandy's Hauling & Backhoe Service, Inc., Roseboro, NC, the lowest responsive, responsible bidder in the total amount of \$809,685.00. The Commission also approved to forward this recommendation to the City Council for approval.

Bids were received on February 19, 2019, as follows:

**Bidders****Total Cost**

Sandy's Hauling & Backhoe Service, Inc., Roseboro, NC	\$ 809,685.00
BridgePoint Civil, Goldsboro, NC	\$1,155,000.00
Garney Companies, Inc., Cary, NC	\$1,372,103.00
Sanford Contractors, Lemon Springs, NC	\$1,436,695.33
Odell Smith & Sons Plumbing Co., Inc., Spring Lake, NC	\$1,544,322.00

Note: This project consists of installing new eight inch ductile iron pipe and two inch polyvinyl chloride water main, valves, hydrants, blow-off assemblies, service connections, as well as the abandonment of the existing six inch and two inch water mains. Work shall include trenchless pipe installation methods where specified, post-inspection of the replaced mains, and all other items necessary to provide a complete project.

**Issues/Analysis:**

This project was advertised on January 23, 2019. Amendment No. 1 was issued February 12, 2019. This amendment included the sign-in sheet and Pre-Bid Meeting Notes held on January 29, 2019, Bidder Qualification form, Revision of Section 00300-Bid Proposal, and a list of questions received with the responses. Amendment No. 2 was issued on February 14, 2019. This amendment was to provide clarification for the warranty period. When the bids were opened Sandy's Hauling & Backhoe Service, Inc., Roseboro, NC, was the lowest responsive, responsible bidder. SDBE: No SDBE was listed in the bidder's proposal. Local: The bidder intends to subcontract with Suntree Landscaping, Fayetteville, NC, for the sod installation for \$165,000.00.

**Budget Impact:**

The Scotsdale Water Main Replacement Project is a budgeted item in FY2019 CIP, WS 54 (CPR1000396). This is a bond funded project and there are sufficient funds available.

**Options:**

N/A

**Recommended Action:**

The Fayetteville Public Works Commission recommends the Fayetteville City Council award the contract for the Scotsdale Water Main Replacement Project to Sandy's Hauling & Backhoe Service, Inc., Roseboro, NC, the lowest responsive, responsible bidder in the total amount of \$809,685.00.

**Attachments:**

Bid Recommendation - Scotsdale Water Main Replacement Project

**PUBLIC WORKS COMMISSION  
ACTION REQUEST FORM**

**TO:** David W. Trego, CEO/General Manager

**DATE:** March 6, 2019

**FROM:** Trent K. Ensley, Procurement Manager

.....

**ACTION REQUESTED:** Approve contract award for Scotsdale Water Main Replacement project. This project consists of installing new eight (8) inch ductile iron pipe (DIP) and two (2) inch polyvinyl chloride (PVC) water main, valves, hydrants, blow-off assemblies, service connections, as well as the abandonment of the existing six (6) inch and two (2) inch water mains. Work shall include trenchless pip installation methods where specified, post-inspection of the replaced mains, and all other items necessary to provide a complete project.

.....

**BID/PROJECT NAME:** Scotsdale Water Main Replacement

**BID DATE:** February 19, 2019

**DEPARTMENT:** Water Resources Engineering

**BUDGET INFORMATION:** Funding for this project is from the FY2019 CIP, WS 54 (CPR1000396). The projected contract will be in the amount of \$809,685.00. This project is bond funded and there are sufficient funds available.

.....

BIDDERS	TOTAL COST
Sandy's Hauling & Backhoe Service, Inc., Roseboro, NC	\$ 809,685.00
BridgePoint Civil, Goldsboro, NC	\$1,155,000.00
Garney Companies, Inc., Cary, NC	\$1,372,103.00
Sanford Contractors, Lemon Springs, NC	\$1,436,695.33
Odell Smith & Sons Plumbing Co., Inc., Spring Lake, NC	\$1,544,322.00

.....

**AWARD RECOMMENDED TO:** Sandy's Hauling & Backhoe Service, Inc., Roseboro, NC

**BASIS OF AWARD:** Lowest responsive, responsible bidder

.....

**COMMENTS:** This project was advertised on January 23, 2019. Amendment No. 1 was issued February 12, 2019. This amendment included the sign-in sheet and Pre-Bid Meeting Notes held on January 29, 2019, Bidder Qualification form, Revision of Section 00300- Bid Proposal, and a list of questions received with the responses. Amendment No. 2 was issued on February 14, 2019. This amendment was to provide clarification for the warranty period. When the bids were opened Sandy's Hauling & Backhoe Service, Inc., Roseboro, NC was the lowest responsive, responsible bidder.

.....

**ACTION BY COMMISSION**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ACTION BY COUNCIL**

**APPROVED** \_\_\_\_\_ **REJECTED** \_\_\_\_\_

**DATE** \_\_\_\_\_

**BID HISTORY**  
**SCOTSDALE WATER MAIN REPLACEMENT**  
**BID DATE: FEBRUARY 19, 2019**

**Consulting Engineer**

McKim & Creed, Inc., Raleigh, NC

**Advertisement**

- |    |                        |                               |
|----|------------------------|-------------------------------|
| 1. | PWC Website            | 01/23/2019 through 02/19/2019 |
|    | Amendment No.1         | 02/12/2019                    |
|    | Amendment No. 2        | 02/14/2019                    |
| 2. | The Fayetteville Press | General Monthly Ad            |

**List of Prospective Bidders**

1. Sanford Contractors, Sanford, NC
2. Sandhills Contractors, Sanford, NC
3. Sandy's Hauling & Backhoe Service, Inc., Roseboro, NC
4. State Utility Contractors, Monroe, NC
5. Step Construction, Lagrange, NC
6. T.A. Loving Company, Goldsboro, NC
7. Utilities plus, Linden, NC
8. Wells Brothers Construction, Inc., Turkey, NC
9. Lanier Construction, Snow Hill, NC

**List of Organizations Notified of Bid**

**Small Business Administration Programs:**

Small Business Administration Regional Office (SBA)  
NC Procurement & Technical Assistance Center (NCPTAC)  
Veterans Business Outreach Center (VBOC)  
Small Business Technology Center (SBTDC)  
Women's Business Center of Fayetteville (WBC)

**Local Business and Community Programs**

FSU Construction Resource Office (FSUCRO)  
FSU Economic Development Administration Program (FSUEDA)  
NAACP, Fayetteville Branch  
FTCC Small Business Center (SBC)  
Greater Fayetteville Chamber  
Hope Mills Chamber  
Spring Lake Chamber  
Fayetteville Business & Professional League (FBPL)

**State Business and Community Programs**

NC Institute of Minority Economic Development (The Institute) Durham, NC  
NAACP, State Branch Raleigh, NC  
National Utility Contracting Association- NC Chapter (NUCA)  
Durham Chapter of the National Association of Women in Construction (NAWIC)  
South Atlantic Region of National Association of Women in Construction (NAWIC)  
The Hispanic Contractors Association of the Carolinas (HCAC)  
United Minority Contractors of North Carolina (UMCNC)

**Media**

Bladen Journal  
Fayetteville Press News  
Fayetteville Observer  
iBronco Radio at FSU  
Up & Coming Weekly  
**WIDU, AM1600**

**SDBE/Local Participation**

**SDBE:** No SDBE listed in the Bidder's Proposal.

**Local:** The Bidder intends to subcontract with Suntree Landscaping, Fayetteville, NC for the Sod Installation for \$165,000.00.

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-710

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**Agenda Date:** 3/25/2019

**Version:** 2

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.03

**TO:** Mayor and Members of City Council

**THRU:** Kristoff Bauer, ICMA-CM - Deputy City Manager

**FROM:** Gerald Newton, AICP - Development Services Director  
Taurus Freeman - Planning and Zoning Divisional Manager  
David Nash, AICP - Senior Planner

**DATE:** March 25, 2019

**RE:**

Consideration of a Resolution Regarding the Incorporation of the Proposed  
Town of Rockfish

**COUNCIL DISTRICT(S):**

All

**Relationship To Strategic Plan:**

Goal II - Diverse and Viable Local Economy

**Executive Summary:**

The Rockfish Community Board has proposed that a new Town of Rockfish be incorporated in the eastern part of Hoke County. This town would be adjacent to the City of Fayetteville. The North Carolina General Assembly has the authority to approve or deny a bill to incorporate. There is a constitutional restriction on this authority based on nearness to an existing municipality. The General Assembly has established the Joint Legislative Commission on Municipal Corporations (the Commission) to study proposals to incorporate and to make recommendations. Pursuant to the rules adopted by the North Carolina House and Senate, a bill to incorporate will not be considered in committee or on the House or Senate floor unless the bill is accompanied by a recommendation from the Commission. The rules have not required a positive recommendation prior to consideration or debate. The Fayetteville City Council can affect the Commission's recommendation by adopting a resolution. It is recommended that the City Council adopt a resolution in opposition to the incorporation of the



proposed Town of Rockfish.

## **Background:**

### **Overview of the Proposal to Incorporate the Town of Rockfish**

An organization named the Rockfish Community Board has proposed that a new Town of Rockfish be incorporated in the eastern part of Hoke County. This town would be adjacent to the City of Fayetteville.

In a letter dated February 27, 2018, Mr. Larry Chason, the Chairman of the Rockfish Community Board, notified Mayor Colvin that the board intended to incorporate the Town of Rockfish. Mr. Chason also said that the incorporators intend to file the petition with the state in the near term (see Incorporation of the Town of Rockfish - Letter).

In the letter, Mr. Chason also said that the boundaries of the Town of Rockfish are not located within the boundary of the City of Fayetteville. He enclosed a map and legal description for review.

The letter also stated that pursuant to 120-166(b)(3), "We anticipate your positive support and look forward to your response." The letter included a "Legal Notice of Endorsement" prepared under the Mayor's name. It stated: "This is to memorialize the full and favorable endorsement from the city of Fayetteville concerning the incorporation initiative of the citizens of Rockfish, North Carolina.....Given this day, \_\_\_\_\_, (Date to be filled in).

Based on mapping files submitted to the City on December 13, 2018, City staff has prepared a map of the proposed Town. See PDF map, attached. Also, click the following link for a larger PDF map:

[https://www.dropbox.com/s/2ztjhamf86ohbd5/Boundaries%20of%20the%20Proposed%20Town%20of%20Rockfish\\_ESize\\_Portrait\\_121418a.pdf?dl=0](https://www.dropbox.com/s/2ztjhamf86ohbd5/Boundaries%20of%20the%20Proposed%20Town%20of%20Rockfish_ESize_Portrait_121418a.pdf?dl=0)

A search on the General Assembly's website on March 19, 2019 did not find any evidence that an incorporation bill has been filed for the proposed Town of Rockfish.

### **Overview of Incorporation Law in North Carolina**

In North Carolina, a new city may be incorporated in only one way: by an act of the General Assembly. An incorporation act enacts a city's charter and sets its initial borders. No standards restrict the General Assembly's discretion in incorporating a city. The legislature may incorporate an area with few people or having a rural character. The legislature can even incorporate an area before urban development exists.

**A Constitutional Restriction** - The single constitutional restriction on the legislature's power to incorporate is found in Article VII, Section 1, of the state constitution. This restriction says

that if a new town is proposed for incorporation within one mile of an existing city with a population of 5,000 or more, or within three miles of a city with 10,000 or more, or within four miles of a city with 25,000 or more, or within five miles of a city of 50,000 or more, then the General Assembly may incorporate the town only if three-fifths of all the members of each house approve the incorporation act.

Some consider this constitutional restriction to be a “protection” for existing cities in North Carolina. Some have argued that this restriction represents the state’s “implicit urban policy”: annexation of urban areas by existing cities should be favored over the incorporation of new cities. (However, this policy was weakened in 2011 and 2012 by changes to the State’s involuntary annexation law.)

**The Role of the Joint Legislative Commission on Municipal Incorporations** - In 1986, the General Assembly created the Joint Legislative Commission on Municipal Incorporations (Commission). This was codified at G.S. 120-158 through 174.

A very useful document explains the role of the Commission. The document is entitled, “Summary of Municipal Incorporation Procedure in North Carolina.” It is available on the Legislative Publications page of the North Carolina Legislative Library website. See attached.

Section I of this document says that the Commission is made up of six members: two Senators, two House members, one city manager or elected city official, and one county commissioner or county manager. Section 1 also explains staff support and it says that the Commission may contract with various entities to prepare studies required by law and to perform other services necessary for the review of petitions.

**Section 1 concludes with this very important paragraph:**

“The legislation creating the Commission does not require the Commission to first consider a petition to incorporate before a bill to incorporate can be considered by the House of Representatives or the Senate. **However, in past years, both the House and Senate have adopted rules providing that a bill to incorporate will not be considered in committee or on the House or Senate floor unless the bill is accompanied by a recommendation from the Commission.** The rules have not required a positive recommendation prior to consideration or debate.” (Summary of Municipal Incorporation Procedure in North Carolina, Section I, page 1, third paragraph. Emphasis added.)

Have Similar Rules Been Adopted in 2019? Yes. A search on the General Assembly’s website on March 19, 2019 shows that the Senate and the House have adopted similar rules for the 2019 session regarding incorporation. (See Senate Resolution 1, adopted January 9, 2019- Rule 42.3. Also, see House Resolution 16, adopted 2/6/19-Rule 35.1.)

**Procedures Used by the Joint Legislative Commission on Municipal Incorporations**-Since the rules of the House and Senate provide that a bill to incorporate will not be considered in committee or on the House or Senate floor unless the bill is accompanied by a recommendation from the Commission, it is important to review the procedures used by the Commission.

Section II of the Procedure document spells out the procedures the Commission will use in reviewing proposed incorporations and in formulating recommendations.

Section IIA sets forth what a petition to incorporate must contain. One key requirement is that the petition must include a list of at least four (4) services to be provided.

Section IIB sets forth Notification Requirements.

Section IIC, Initial Inquiry, says that if previous petition and notice requirements have been met, the Commission will conduct further study.

Section IID discusses the subject of "Nearness to another municipality." This section repeats the constitutional distances based on city size that were discussed above. For example, if the proposed city is within five miles of a city with a population of 50,000 or more, the Commission may not make a positive recommendation for the proposed incorporation unless the proposed city can show one of the four exceptions in G.S. 120-166(b) applies. The most common exception is that the existing city must adopt a resolution expressly approving incorporation of the proposed city. "It is insufficient for the resolution to state that the municipality's governing body is neutral about incorporation or does not oppose incorporation; it must expressly approve incorporation."

Section IIE discusses the population and population density requirements. This section requires that the permanent population of the proposed city be at least 100 persons. It also requires that the population density must be at least 250 persons per square mile.

Section IIF sets forth the degree to which the proposed city should be developed, in terms of land use. At least 40 percent (40%) must be developed for the following uses: residential, commercial, industrial, institutional, governmental, or open space.

Section IIG states that no part of the proposed city can be within the boundary of an incorporated city.

Section IIH states that a proposed city must prepare and submit a plan for how it will provide a reasonable level of service. This section also says that the Commission will assess the financial impact on the county and on other cities, (i.e., in terms of the redistribution of sales tax revenue).

### **Issues/Analysis:**

Two requirements mentioned in the preceding Background section are discussed below: nearness to another municipality and area unincorporated. In addition, some long-term impacts on the City of Fayetteville are discussed.

**Nearness to another municipality** - This requirement means that the proposed town must not be near an existing city. The proposed Town of Rockfish, if incorporated, would not only

be near the City of Fayetteville, it would be adjacent to the City of Fayetteville.

Conflict with State Constitution - Being adjacent to the City of Fayetteville means that the Town of Rockfish would be in conflict with a sentence in the state constitution. The sentence says, "The General Assembly shall not incorporate as a city or town, nor shall it authorize to be incorporated as a city or town, any territory lying within ....five miles of the corporate limits of any other city or town having a population of 50,000 or more..." It should be noted that the next sentence in the constitution says, "Notwithstanding the foregoing limitations, the General Assembly may incorporate a city or town by an act adopted by vote of three-fifths of all the members of each house."

Assumed implications: If a majority of the votes in the House and Senate are in favor of incorporating Rockfish, but the votes in favor are less than three-fifths, then the incorporation would not be approved.

How does the Joint Legislative Commission on Municipal Incorporations handle this "Nearness to another municipality" standard? According to the Commission's Procedures document, the Commission may not make a positive recommendation for the incorporation of the proposed city unless the proposed city can show that one of the exceptions [in G.S. 120-166(b)] applies. There are four exceptions possible. Each is discussed below.

- (1) The proposed municipality is entirely on an island that the nearby city is not on. Applicable to Rockfish? No.
- (2) The proposed municipality is separated by a major river or other natural barrier from the nearby city, such that provision of municipal services by the nearby city to the proposed municipality is infeasible or the cost is prohibitive. Applicable to Rockfish? No. Stewarts Creek does separate the proposed Town of Rockfish from the City of Fayetteville, but this is not a major river or other natural barrier that would make the provision of services infeasible or cost prohibitive. An existing road (Barefoot Road) passes over Stewarts Creek and provides access between the City of Fayetteville and the proposed town of Rockfish. NCDOT plans to upgrade Barefoot Road when the I-295-Strickland Bridge Road interchange is built.
- (3) The municipalities within the distances described in subsection (a) of this section by resolution express their approval of the incorporation. According to the Commission's Procedures, this is the most common exception. Any cities within the distances proscribed...must adopt a resolution expressly approving incorporation of the proposed city. It is insufficient for the resolution to state that the municipality's governing body is neutral about incorporation or does not oppose incorporation; it must expressly approve incorporation. Applicable to Rockfish? Only if the City Council decides it is willing to adopt a resolution expressly approving the incorporation of Rockfish. It should be noted that Mr. Chason's letter of February 27, 2018 apparently anticipated this issue; Mr. Chason's letter included a "Legal Notice of Endorsement." However, even if the City Council voted in favor of "endorsing" the incorporation, the Legal Notice of Endorsement is not technically a Resolution expressly approving incorporation that would be required by the Commission.
- (4) An area of at least fifty percent (50%) of the proposed municipality has petitioned for annexation to the nearby city under G.S.160A-31 within the previous 12 months before the incorporation petition is submitted to the Commission but the annexation petition was not approved. Applicable to Rockfish? No. No annexation petitions have been submitted.

**Area unincorporated** - This requirement means that the proposed city must be made up of unincorporated area, not incorporated area. No part of the proposed city can be included within the boundary of an incorporated municipality, or within the boundary of a unified government (a county that operates like a city because it meets certain criteria as defined in the General Statutes). In Mr. Chason's letter of February 27, 2018, he said that the boundaries of the Town of Rockfish are not located within the boundary of the City of Fayetteville. He enclosed a map and legal description for review.

Staff's Review - Because of the poor quality of the map originally provided by Mr. Chason in his letter of February 27, 2018, it was difficult for City Staff to assess this requirement. Numerous phone calls occurred between April and December. A better map was finally provided on December 13, 2018 by the surveyor working for the Rockfish organization. This allowed City Staff to overlay the proposed Town of Rockfish boundaries on the existing boundaries of the City of Fayetteville. If one zooms in to the common boundary between Cumberland County and Hoke County (which will be the common boundary between the Town of Rockfish-if incorporated-and the City of Fayetteville), one can see that there is some overlap. In certain places, the boundary of the proposed Town appears to be within the City of Fayetteville. However, it is likely that this is a function of different versions of the county boundary used by the property tax mappers in both Hoke County and Cumberland County. The boundary is supposed to be along Stewarts Creek, but it has probably been difficult for the tax mappers to know exactly where this creek is located.

Conclusion: If City staff assumes that the intent is for the boundary of the proposed town to run along Stewarts Creek, it seems reasonable to assume that there is no real overlap. So, it can be concluded that the proposed town of Rockfish would be made up of unincorporated area.

**Long-Term Impacts on the City** - If the General Assembly incorporates the proposed Town of Rockfish, there might be long-term impacts on the City.

Impact on Growth to the West - One impact is that the City of Fayetteville would never be able to grow westward in the direction of the Town of Rockfish. Hoke County is one of the fastest-growing counties in North Carolina, and much of the growth in Hoke County has been occurring in the eastern part of the County, adjacent to the City of Fayetteville. The upcoming construction of the Interstate-295, Fayetteville's Outer Loop, will probably stimulate even more growth. At the present time, it is not possible for Fayetteville to consider annexing in the direction of Hoke County, due to the changes in the state annexation law enacted in 2011 and 2012, and due to the need for installing utilities in the neighborhoods annexed in 2005. However, it is possible that these laws might be revised in the future. Also, utilities will eventually be installed in the neighborhoods annexed in 2005. But, if Rockfish has been allowed to incorporate, then the City would not be able to even consider growing into the Rockfish part of Hoke County. (Note: It is not believed that there are any state laws prohibiting a City from growing into another county.)

Extension of PWC Utilities into Hoke County-Another possible impact concerns the extension

of utilities into Hoke County by the Public Works Commission. There is some evidence that either PWC sewer lines have already been extended into Hoke County in neighborhoods located north of the proposed Town of Rockfish, or that PWC is currently treating sewage from these neighborhoods. If Rockfish is allowed to incorporate, then Rockfish might be able to eventually annex these neighborhoods. If this happens, it would be somewhat ironic for PWC to become the sewer provider for neighborhoods in the Town of Rockfish.

**Budget Impact:**

NA

**Options:**

1. Adopt a resolution opposing the incorporation of the proposed Town of Rockfish (recommended).
2. Adopt a resolution expressly approving the incorporation of the Town of Rockfish.

**Recommended Action:**

Option 1-Adopt a resolution opposing the incorporation of the proposed Town of Rockfish.

Reasons:

1. Opposing the incorporation of the Town of Rockfish would be consistent with the restriction written into the state constitution, which represents a protection for existing cities.
2. Opposing the incorporation of the Town of Rockfish might allow the City to be able to grow westward in the direction of Rockfish in the future. This might not seem very important now, but in the long-term, as more growth occurs in the eastern part of Hoke County, due to the construction of the nearby I-295 Outer Loop, this might turn out to be very important.

Note: If the City Council opposes the incorporation by adopting the negative resolution, then this will probably affect the findings of the Joint Commission. It can be expected that the Commission would make a negative recommendation to the General Assembly. However, the General Assembly could still consider and debate the Rockfish incorporation bill, without a positive recommendation from the Commission. The General Assembly could then still incorporate the Town of Rockfish, if three-fifths of its members in both houses approve the bill.

**Attachments:**

- Incorporation of the Town of Rockfish - Letter from Mr. Larry Chason, dated February 27, 2018.
- Map of the Proposed Town of Rockfish. (PDF Map)
- Summary of Municipal Incorporation Procedure in North Carolina. Copied from the Legislative Publications page of the North Carolina Legislative Library website.
- Resolution Opposing the Incorporation of the Proposed Town of Rockfish (not yet created)

- Resolution Expressly Approving the Incorporation of the Proposed Town of Rockfish (not yet created)

#### **Additional Sources Consulted**

- Lawrence, David. 1996. Chapter 3-“Incorporation, Abolition, and Annexation.” In Municipal Government in North Carolina. Second Edition. Institute of Government. Chapel Hill, NC.
- Senate Resolution 1, adopted January 9, 2019- Rule 42.3. (Accessed on March 19, 2019.)
- House Resolution 16, adopted 2/6/19-Rule 35.1. (Accessed on March 19, 2019.)



Rockfish Community Board  
Citizens for an Incorporated Town of Rockfish  
2950 Lindsay Road, Rockfish NC 28376

February 27, 2018

The Honorable Mitch Colvin  
433 Hay Street  
Fayetteville, NC28301

Re: Incorporation of the Town of Rockfish

Dear Mayor Colvin:

Pursuant to N. C. § 120-164 (3): Please consider this notification of the intent to incorporate the Town of Rockfish. This notice is being sent to you more than thirty (30) day in advance of filing with the state of North Carolina. The Incorporators anticipate filing the Petition with the state of North Carolina in the near term.

Pursuant to N. C. § 120-169: The boundaries of the proposed Town of Rockfish are not located within the boundary of the City of Fayetteville; additionally, they do not cross the county line into Cumberland County. Enclosed for your review and file is a map and legal description of the boundaries of the proposed Town of Rockfish.

Pursuant to N. C. § 120-166 (b) (3): We anticipate your positive support and look forward to your response.

Respectfully,

Mr. Larry Chason  
Chairman  
Rockfish Community Board  
Citizens for an Incorporated Town of Rockfish

Cc: City Manager



**STROTHER LAND SURVEYING**  
**Leland D. Strother, P.L.S. I-2768**

120 East Elwood Avenue  
Raeford, North Carolina 28376

Phone 910-875-8081  
Fax 910-875-8081  
Email [Leland@strotherlandsurveying.com](mailto:Leland@strotherlandsurveying.com)  
Web: [www.strotherlandsurveying.com](http://www.strotherlandsurveying.com)

**Proposed Town Limits of Rockfish  
Hoke County, North Carolina**

**+/- 9813 Acres or 15.3 Square Miles**

BEGINNING at a the southeast corner of Hoke County, a common corner with Robeson County and Cumberland County in the Run of Stewarts Creek;  
THENCE as the common boundary of Hoke County and Robeson County about S 45°0' W a distance of about 13710 feet;  
THENCE about S 47°00' W a distance of about 603 feet;  
THENCE about N 29°16' E a distance of about 698 feet;  
THENCE about N 28°56' E a distance of about 221 feet;  
THENCE about N 55°16' W a distance of about 378 feet;  
THENCE about N 55°44' W a distance of about 180 feet;  
THENCE about N 27°13' E a distance of about 254 feet;  
THENCE about N 27°14' E a distance of about 227 feet;  
THENCE about N 27°14' E a distance of about 66 feet;  
THENCE about N 67°31' W a distance of about 173 feet;  
THENCE about N 39°11' E a distance of about 185 feet;  
THENCE about N 51°13' W a distance of about 108 feet;  
THENCE about N 38°47' E a distance of about 241 feet;  
THENCE about N 08°18' W a distance of about 581 feet;  
THENCE about N 53°52' W a distance of about 198 feet;  
THENCE about N 27°13' E a distance of about 63 feet;  
THENCE about N 55°29' W a distance of about 114 feet;  
THENCE about N 55°34' W a distance of about 438 feet;  
THENCE about N 55°35' W a distance of about 593 feet;  
THENCE about N 64°07' W a distance of about 628 feet;  
THENCE about N 60°31' W a distance of about 922 feet;  
THENCE about N 12°57' E a distance of about 745 feet;  
THENCE following the various meanderings of the south and west shoreline of a pond, a chord that runs about N 24°13' W a distance of about 665 feet;  
THENCE about S 89°35' W a distance of about 23 feet;  
THENCE about S 5°40' E a distance of about 124 feet;  
THENCE about S 5°40' E a distance of about 166 feet;  
THENCE about S 17°27' W a distance of about 230 feet;  
THENCE about S 83°7' W a distance of about 210 feet;  
THENCE about N 16°56' E a distance of about 223 feet;  
THENCE about N 23°08' W a distance of about 102 feet;  
THENCE about N 09°01' W a distance of about 363 feet;  
THENCE about N 87°18' W a distance of about 265 feet;  
THENCE about N 02°18' E a distance of about 148 feet;  
THENCE about N 68°33' W a distance of about 150 feet;

THENCE about N 68°42' W a distance of about 303 feet;  
THENCE about N 13°32' W a distance of about 48 feet;  
THENCE about S 85°20' W a distance of about 700 feet;  
THENCE about N 01°53' E a distance of about 1389 feet;  
THENCE about N 01°53' E a distance of about 68 feet;  
THENCE about N 67°18' W a distance of about 104 feet;  
THENCE about N 12°48' W a distance of about 442 feet;  
THENCE about N 12°59' W a distance of about 37 feet;  
THENCE about S 76°2' W a distance of about 451 feet;  
THENCE about S 68°05' W a distance of about 334 feet;  
THENCE about N 3°15' E a distance of about 30 feet;  
THENCE about N 3°19' E a distance of about 1869 feet;  
THENCE about N 04°11' E a distance of about 1233 feet to Rockfish Creek;  
THENCE up the various meanderings of Rockfish Creek, a chord that runs about N 62°33' W a distance of about 9585 feet;  
THENCE leaving Rockfish Creek, about N 8°38' W a distance of about 932 feet;  
THENCE about N 8°38' W a distance of about 128 feet;  
THENCE about N 8°38' W a distance of about 50 feet;  
THENCE about N 70°49' W a distance of about 125 feet;  
THENCE about N 60°40' W a distance of about 140 feet;  
THENCE about N 54°11' W a distance of about 170 feet;  
THENCE about N 46°31' W a distance of about 961 feet;  
THENCE about N 54°22' E a distance of about 19 feet;  
THENCE about N 54°17' E a distance of about 512 feet;  
THENCE about N 5°2' E a distance of about 205 feet;  
THENCE about N 76°53' E a distance of about 390 feet;  
THENCE about N 10°08' W a distance of about 2268 feet;  
THENCE about N 67°16' W a distance of about 475 feet;  
THENCE about N 70°26' E a distance of about 699 feet;  
THENCE about N 70°26' E a distance of about 435 feet;  
THENCE about S 08°36' E a distance of about 294 feet;  
THENCE about S 22°6' E a distance of about 407 feet;  
THENCE about S 53°15' E a distance of about 1144 feet;  
THENCE about S 79°0' E a distance of about 287 feet;  
THENCE about S 79°0' E a distance of about 12 feet;  
THENCE about N 70°0' E a distance of about 320 feet;  
THENCE about S 09°25' E a distance of about 648 feet;  
THENCE about S 09°32' E a distance of about 1237 feet;  
THENCE about N 79°25' E a distance of about 858 feet;  
THENCE about S 08°35' E a distance of about 690 feet;  
THENCE about N 80°07' E a distance of about 442 feet;  
THENCE about N 80°07' E a distance of about 32 feet;  
THENCE about N 14°36' W a distance of about 719 feet;  
THENCE about N 79°47' E a distance of about 34 feet;  
THENCE about N 79°47' E a distance of about 536 feet;  
THENCE about N 18°04' E a distance of about 1502 feet;  
THENCE about N 15°9' E a distance of about 145 feet;  
THENCE about N 21°50' E a distance of about 234 feet;  
THENCE about N 53°9' W a distance of about 594 feet;  
THENCE about N 24°17' E a distance of about 603 feet;  
THENCE about N 74°21' W a distance of about 177 feet;  
THENCE about N 44°04' W a distance of about 380 feet;  
THENCE about N 1°42' E a distance of about 371 feet;  
THENCE about N 3°20' E a distance of about 220 feet;  
THENCE about N 03°30' E a distance of about 20 feet;  
THENCE about N 3°19' E a distance of about 104 feet;

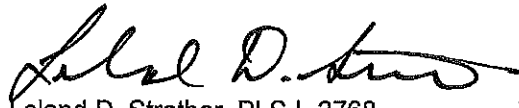
THENCE about N 1°22' E a distance of about 111 feet;  
THENCE about N 01°33' E a distance of about 565 feet;  
THENCE about N 01°33' E a distance of about 31 feet;  
THENCE about S 78°33' E a distance of about 372 feet;  
THENCE about N 10°04' E a distance of about 564 feet;  
THENCE about N 10°33' E a distance of about 87 feet;  
THENCE about N 9°0' E a distance of about 288 feet;  
THENCE about N 05°05' E a distance of about 100 feet;  
THENCE about N 79°14' W a distance of about 428 feet;  
THENCE about N 10°21' E a distance of about 206 feet;  
THENCE about N 55°57' E a distance of about 69 feet;  
THENCE about N 11°15' E a distance of about 191 feet;  
THENCE about S 79°14' E a distance of about 44 feet;  
THENCE about N 10°42' E a distance of about 191 feet;  
THENCE about N 01°11' W a distance of about 52 feet;  
THENCE about N 10°39' E a distance of about 194 feet;  
THENCE about S 75°43' E a distance of about 13 feet;  
THENCE about N 17°10' E a distance of about 201 feet;  
THENCE about N 17°10' E a distance of about 50 feet;  
THENCE about S 74°46' E a distance of about 132 feet;  
THENCE about S 63°26' E a distance of about 183 feet;  
THENCE about S 52°17' E a distance of about 104 feet;  
THENCE about N 33°21' E a distance of about 71 feet;  
THENCE about N 54°50' W a distance of about 54 feet;  
THENCE about N 36°06' W a distance of about 7 feet;  
THENCE about N 10°29' W a distance of about 32 feet;  
THENCE about N 49°24' E a distance of about 117 feet;  
THENCE about N 03°15' W a distance of about 30 feet;  
THENCE about N 09°29' W a distance of about 26 feet;  
THENCE about N 69°34' W a distance of about 43 feet;  
THENCE about N 48°59' W a distance of about 43 feet;  
THENCE about N 29°21' W a distance of about 108 feet;  
THENCE about N 04°39' W a distance of about 52 feet;  
THENCE about N 4°57' W a distance of about 90 feet;  
THENCE about N 01°32' W a distance of about 23 feet;  
THENCE about N 5°37' W a distance of about 98 feet;  
THENCE about N 33°1' W a distance of about 55 feet;  
THENCE about N 12°7' E a distance of about 44 feet;  
THENCE about N 29°14' W a distance of about 80 feet;  
THENCE about N 29°23' W a distance of about 84 feet;  
THENCE about N 40°11' W a distance of about 73 feet;  
THENCE about N 67°54' W a distance of about 87 feet;  
THENCE about N 67°55' W a distance of about 4 feet;  
THENCE about S 89°12' W a distance of about 63 feet;  
THENCE about N 76°22' W a distance of about 13 feet;  
THENCE about N 65°10' E a distance of about 273 feet;  
THENCE about N 5°10' W a distance of about 36 feet;  
THENCE about N 43°35' E a distance of about 44 feet;  
THENCE about S 86°24' E a distance of about 40 feet;  
THENCE about N 86°36' E a distance of about 17 feet;  
THENCE about N 64°39' E a distance of about 52 feet;  
THENCE about N 24°16' W a distance of about 235 feet;  
THENCE about N 65°19' E a distance of about 176 feet;  
THENCE about N 65°19' E a distance of about 34 feet;  
THENCE about N 25°23' W a distance of about 192 feet;  
THENCE about N 64°55' E a distance of about 22 feet;

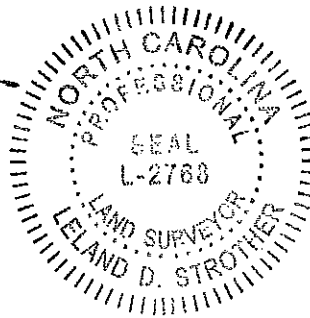
THENCE about N 64°55' E a distance of about 224 feet;  
 THENCE about N 25°13' W a distance of about 358 feet;  
 THENCE about N 61°17' E a distance of about 217 feet;  
 THENCE about N 61°08' E a distance of about 561 feet;  
 THENCE about N 33°57' W a distance of about 1561 feet;  
 THENCE about N 68°58' E a distance of about 1006 feet;  
 THENCE about N 21°3' E a distance of about 61 feet;  
 THENCE about N 20°37' W a distance of about 207 feet;  
 THENCE about N 17°37' W a distance of about 1760 feet;  
 THENCE about S 89°48' E a distance of about 1836 feet;  
 THENCE about N 00°18' E a distance of about 1082 feet;  
 THENCE about N 64°42' E a distance of about 1134 feet;  
 THENCE about N 64°5' E a distance of about 417 feet;  
 THENCE about N 83°54' E a distance of about 1398 feet;  
 THENCE about N 83°54' E a distance of about 32 feet;  
 THENCE about N 14°59' W a distance of about 136 feet;  
 THENCE about N 18°53' W a distance of about 335 feet;  
 THENCE about N 26°16' W a distance of about 221 feet;  
 THENCE about N 26°27' W a distance of about 2563 feet;  
 THENCE about N 64°24' E a distance of about 25 feet;  
 THENCE about N 64°24' E a distance of about 703 feet;  
 THENCE about S 35°45' E a distance of about 202 feet;  
 THENCE about S 37°27' E a distance of about 411 feet;  
 THENCE about S 37°35' E a distance of about 256 feet;  
 THENCE about S 37°22' E a distance of about 244 feet;  
 THENCE about S 34°14' E a distance of about 220 feet;  
 THENCE about N 62°15' E a distance of about 649 feet;  
 THENCE about N 61°54' E a distance of about 696 feet;  
 THENCE about S 47°25' E a distance of about 609 feet;  
 THENCE about S 42°09' W a distance of about 17 feet;  
 THENCE about N 49°33' W a distance of about 28 feet;  
 THENCE about S 48°42' W a distance of about 197 feet;  
 THENCE about S 47°13' E a distance of about 60 feet;  
 THENCE about S 62°10' W a distance of about 314 feet;  
 THENCE about S 25°02' E a distance of about 184 feet;  
 THENCE about N 60°54' E a distance of about 385 feet;  
 THENCE about S 50°45' E a distance of about 116 feet;  
 THENCE about S 47°29' W a distance of about 480 feet;  
 THENCE about S 47°27' E a distance of about 277 feet;  
 THENCE about N 47°58' E a distance of about 491 feet;  
 THENCE about N 42°42' E a distance of about 205 feet;  
 THENCE about N 46°23' E a distance of about 108 feet to the boundary of Hoke County and Cumberland County;  
 THENCE as said boundary of Hoke County and Cumberland County about S 31°00' E a distance of about 1374 feet to Stewarts Creek, the boundary of Hoke County and Cumberland County;  
 THENCE as the various meanderings of Stewarts Creek, the common boundary of Hoke County and Cumberland County, a chord that runs about S 25°56' E a distance of about 25,488 feet to the point of beginning.

Said parcel contains **9813 acres** or **15.3 square miles** more or less.

This description was prepared from a shape file of the Rockfish Fire Department district boundary as downloaded from the County of Hoke GIS website and not from a physical land survey and is intended to follow boundary of the Rockfish Fire Department and the existing property lines as shown on the County of Hoke GIS website as of February 6, 2018. Dimensions are N.C. Geodetic Survey All bearings and

distances as stated will yield to the property lines in close proximity to the hereon dimensioned lines. Data presented using the North Carolina State Plane Coordinate System 83 North American Datum, U.S. Survey Feet.

  
Leland D. Strother, PLS L-2768



The Honorable Mitch Colvin  
433 Hay Street  
Fayetteville, NC 28301

Legal Notice of Endorsement under NC§ 120-166(b)(3) in favor of the incorporation of the Town of Rockfish, Hoke County NC.

Thru: Rockfish Community Board  
Citizens for an Incorporated Town of Rockfish  
2950 Lindsay Road  
Rockfish NC 28376

Attn: Mr. Larry Chason, Chairman

For: The State of North Carolina, Joint Commission (Municipality)

This is to memorialize the full and favorable endorsement from the city of Fayetteville concerning the incorporation initiative of the citizens of Rockfish, North Carolina.

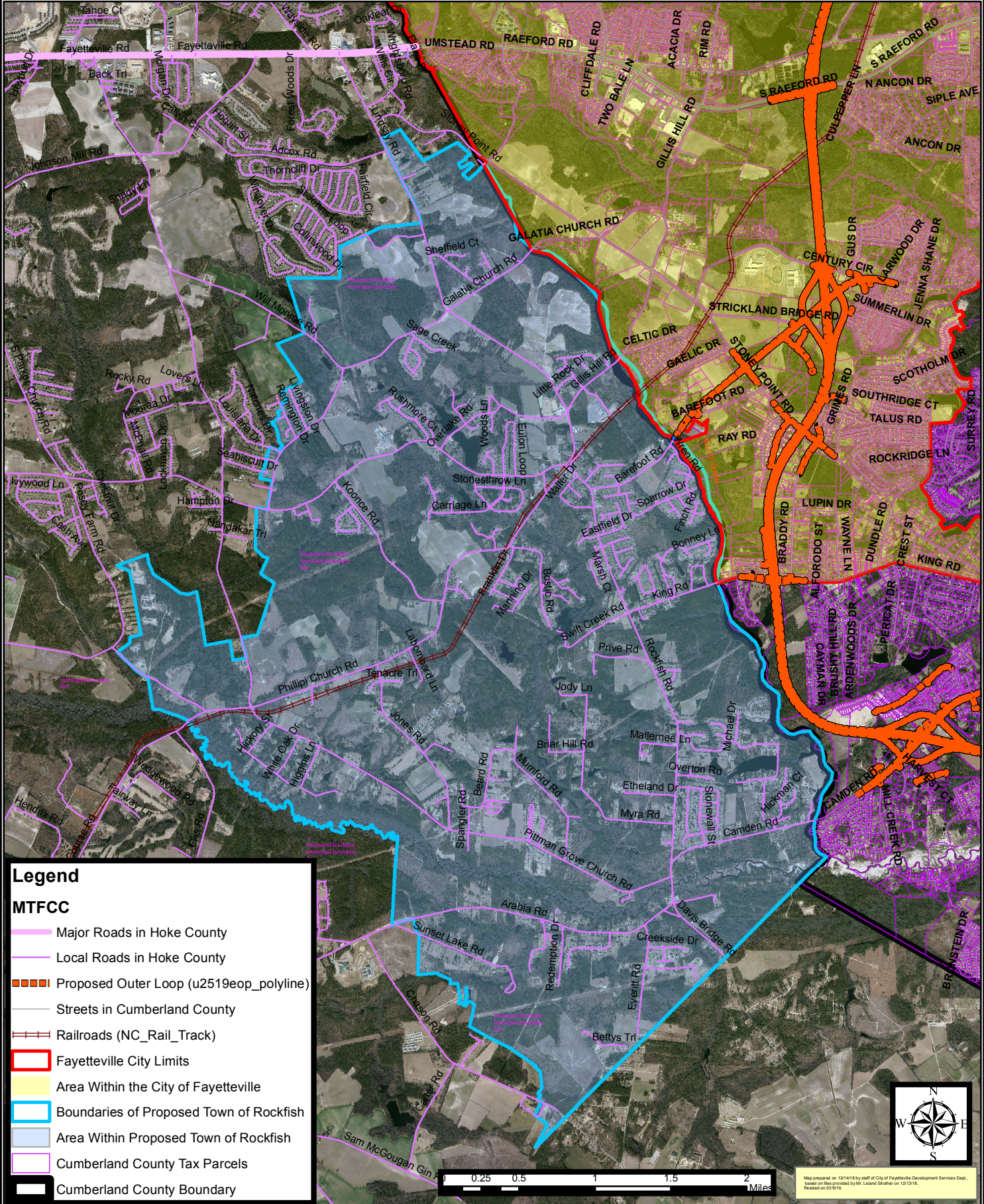
Given this day, \_\_\_\_\_

Sincerely,

The Honorable Mitch Colvin  
Mayor  
Fayetteville, NC 28301



# Boundaries of the Proposed Town of Rockfish





## **Summary of Municipal Incorporation Procedure in North Carolina**

### **I. Joint Legislative Commission on Municipal Incorporations.**

The Joint Legislative Commission on Municipal Incorporations (Commission) was created by the North Carolina General Assembly in 1986 (Article 20 of Chapter 120 of the General Statutes). The Commission consists of six members; two Senators appointed by the President Pro Tempore of the Senate, two House members appointed by the Speaker of the House of Representatives; one city manager or elected city official appointed by the President Pro Tempore of the Senate, and one county commissioner or county manager appointed by the Speaker of the House of Representatives. The members of the Commission are appointed for two-year terms, but may be reappointed by the appointing authority (Senate or House).

Members of the Commission who are members of the General Assembly receive no monetary compensation, but do receive subsistence and travel allowances as provided in G.S. 120-3.1; other members receive per diem, subsistence, and travel allowances as provided in G.S. 138-5. The Commission may meet in either the Legislative Building or the Legislative Office Building. Staff for the Commission includes at least one attorney from the Bill Drafting Division of the General Assembly and a Committee Assistant, who is responsible for maintaining records and recording minutes. The Commission contracts with the Department of Commerce, Division of Community Assistance, to prepare studies required by law and to perform other services necessary for the review of petitions.

The legislation creating the Commission does not require the Commission to first consider a petition to incorporate before a bill to incorporate can be considered by the House of Representatives or the Senate. However, in past years, both the House and Senate have adopted rules providing that a bill to incorporate will not be considered in committee or on the House or Senate floor unless the bill is accompanied by a recommendation from the Commission. The rules have not required a positive recommendation prior to consideration or debate.

### **II. Procedure for Incorporation Review.**

#### **A. Petition (G.S. 120-163).**

A petition to incorporate must be submitted to the Commission at least 60 days prior to convening of the next regular session of the General Assembly, and shall contain the following:

1. A petition signed by fifteen percent (15%) of the registered voters of the area proposed to be incorporated, but by not less than 25 registered voters of that area. The signature petition must be verified by the county board of elections.



2. A proposed name for the city; a map of the city; a list of proposed services to be provided (at least 4 of 8 authorized by law); the names of three persons to serve as the interim governing board; a proposed charter; a statement of the estimated population; assessed valuation; degree of development; population density; and recommendations as to the form of government and manner of election.
3. A statement that the proposed city will have a budget ordinance with an ad valorem tax levy of at least five cents (5¢) on the one hundred dollar (\$100.00) valuation upon all taxable property within city limits.
4. The petition must contain a statement that the proposed municipality will offer four of the following services no later than the first day of the third fiscal year following the effective date of the incorporation: (i) police protection; (ii) fire protection; (iii) solid waste collection or disposal; (iv) water distribution; (v) street maintenance; (vi) street construction or right-of-way acquisition; (vii) street lighting; and (viii) zoning. In order to qualify for providing police protection, the proposed city must propose either to provide police service or to have services provided by contract with a county or another city that proposes that the other government be compensated for providing supplemental protection.

**B. Notification (G.S. 120-164).**

1. Not later than 5 days before submitting the petition to the Commission, the petitioners shall inform the following parties of their intended submission:
  - a. The board of county commissioners of the county where the area is located.
  - b. All cities within that county.
  - c. All cities in any other county that are within five miles of the proposed city.
2. The petitioners shall also publish notice of intent to submit a petition to the Commission in a newspaper of general circulation in the area proposed to be incorporated at least once per week for two consecutive weeks.

**C. Initial Inquiry (G.S. 120-165).**

Upon receipt of the petition, the Commission will determine if the petitioners have met the requirements of G.S. 120-163 and 120-164. If the petitioners have met the requirements, the Commission will conduct further study as provided by Article 20 of Chapter 120 of the General Statutes (as discussed below). If the requirements have not been met, the Commission will return the petition to the petitioners, and the petitioners may take the necessary steps to correct any deficiencies.

**D. Nearness to another municipality (G.S. 120-166).**

1. If the petitioners have met the requirements of G.S. 120-163 and -164, the Commission will authorize a Phase I study, which will determine how close the proposed city is to existing cities
2. If the proposed city is within 1 mile of a city with a population of 5,000-9,999 people; three miles of a city of 10,000-24,999; four miles of 25,000-49,999; or five miles of 50,000 or over, the Commission may not make a positive recommendation for the incorporation of the proposed city unless the proposed city can show that one of the exceptions in G.S. 120-166(b) applies.
3. The most common exception to apply is G.S. 120-166(b)(3) – any cities within the distances proscribed in G.S. 120-166(a) must adopt a resolution expressly approving incorporation of the proposed city. It is insufficient for the resolution to state that the municipality's governing body is neutral about incorporation or does not oppose incorporation; it must expressly approve incorporation.

**E. Population/Population Density (G.S. 120-167).**

The proposed city must have a permanent population of at least 100 persons, and a population density (either permanent or seasonal) of at 250 persons per square mile.

**F. Development (G.S. 120-168).**

At least forty percent (40%) of the proposed city must be developed for residential, commercial, industrial, institutional, or governmental uses, or is dedicated as open space under the provisions of a zoning ordinance, subdivision ordinance, conditional or special use permit, or recorded restrictive covenants.

**G. Area unincorporated (G.S. 120-169).**

No part of the proposed city can be included within the boundary of an incorporated municipality, or within the boundary of a unified government (a county that operates like a city because it meets certain criteria) as defined in Article 24 of Chapter 153A of the General Statutes.

**H. Level of services; financial impact on other local governments (G.S. 120-169.1).**

1. The proposed city must submit a plan for providing a reasonable level of municipal services. This means the proposed city must consider how it will provide the required four services, and must submit to the Commission letters or agreement between the proposed city and other entities with whom the proposed city may contract (e.g. the Sheriff's Office if it will be providing police protection to the proposed city).

2. The Commission will consider the financial impact on the county and other cities if the proposed city is incorporated (e.g. the redistribution of sales tax revenue).

**I. Findings as to services (G.S. 120-170).**

The proposed city must show that it can provide at a reasonable tax rate the four services listed in its petition, and that it can provide at a reasonable tax rate the types of services usually provided by similar municipalities. In evaluating this criteria, the Commission will carefully examine the proposed city's budget to determine whether the proposed city will have enough financial resources to pay the costs associated with providing the required four services. The Commission will also look at the tax rate of other municipalities and the level of services they provide to determine whether the proposed city's tax rate is reasonable.

**J. Procedures if findings made (G.S. 120-171).**

The Commission may make a positive recommendation to the full General Assembly for the incorporation of the proposed city if all the requirements of G.S. 120-163 through -170 have been met. If the requirements have not been met, the Commission may not make a positive recommendation. The final decision of whether to incorporate an area is made by the General Assembly after a bill to incorporate has been introduced by one or more legislators who represent the area.

**K. Other matters to be considered.**

1. During the review of a petition, the Commission, through legal staff or the Department of Commerce, Division of Community Assistance, will notify the petitioners of deficiencies in their petition. Petitioners may (with assistance from Commission staff - if desired) take steps to correct the deficiencies, and resubmit the material to the Commission.
2. Generally, it takes several months for the Commission to review a petition and make a recommendation. The time period may be longer if the petitioners fail to provide all of the required information when the petition is submitted or the information is incomplete or inaccurate.
3. Although not required, it is advisable for petitioners to discuss the incorporation petition with their legislative representatives prior to submitting it to the Commission. Petitioners should explain to their representatives the steps they've taken to gain community support, the contents of the petition, and any other relevant matters.
4. This material is a summary of the municipal incorporation procedure in North Carolina. For a complete review, please read Article 20 of Chapter 120 of the North Carolina General Statutes.

Article 20.  
Joint Legislative Commission on Municipal Incorporations.

Part 1. Organization.

**§ 120-158. Creation of Commission.**

(a) There is created the Joint Legislative Commission on Municipal Incorporations, referred to in this Article as "Commission".

(b) The Commission shall consist of six members, appointed as follows:

- (1) Two Senators appointed by the President Pro Tempore of the Senate;
- (2) Two House members appointed by the Speaker;
- (3) One city manager or elected city official, appointed by the President Pro Tempore of the Senate from a list of three eligible persons nominated by the North Carolina League of Municipalities; and
- (4) One county commissioner or county manager, appointed by the Speaker from a list of three eligible persons nominated by the North Carolina Association of County Commissioners. (1985 (Reg. Sess., 1986), c. 1003, s. 1; 1991, c. 739, s. 17.)

**§ 120-159. Terms.**

Members shall be appointed for terms ending June 30, 1987, and subsequently for two-year terms beginning July 1, 1987, and biennially thereafter. A member eligible when appointed may continue for the remainder of the term regardless of the member's continued eligibility for the category. The Commission shall elect a chairman from its membership for a one-year term. (1985 (Reg. Sess., 1986), c. 1003, s. 1.)

**§ 120-160. Compensation.**

Members of the Commission who are members of the General Assembly shall receive subsistence and travel allowances as provided by G.S. 120-3.1. Members who are State officers or employees shall receive subsistence and travel allowances as provided by G.S. 138-6. All other members shall receive per diem, subsistence, and travel allowances as provided by G.S. 138-5. (1985 (Reg. Sess., 1986), c. 1003, s. 1.)

**§ 120-161. Facilities and staff.**

The Commission may meet in the Legislative Building or the Legislative Office Building. Staff for the Commission shall be provided by the Legislative Services Commission. The Commission may contract with the Institute of Government, the Local Government Commission, the Department of Environment and Natural Resources, or other agencies as may be necessary in completing any required studies, within the funds appropriated to the Commission. (1985 (Reg. Sess., 1986), c. 1003, s. 1; 1989, c. 727, s. 218(82); 1997-443, s. 11A.119(a).)

**§ 120-162. Reserved for future codification purposes.**

Part 2. Procedure for Incorporation Review.

**§ 120-163. Petition.**

(a) The process of seeking the recommendation of the Commission is commenced by filing with the Commission a petition signed by fifteen percent (15%) of the registered voters of the area proposed to be incorporated, but by not less than 25 registered voters of that area, asking for incorporation. The voter shall sign the petition and also clearly print that voter's name adjacent to the signature. The petition must also contain the voter's residence address and date of birth.

(b) The petition must be verified by the county board of elections of the county where the voter is alleged to be registered. The board of elections shall cause to be examined the signature, shall place a check mark beside the name of each signer who is qualified and registered to vote in that county in the area proposed to be incorporated, and shall attach to the petition a certificate stating the number of voters registered in that county in the area proposed to be incorporated, and the total number of registered voters who have been verified. The county board of elections shall return the petition to the person who presented it within 15 working days of receipt. That period of 15 working days shall be tolled for any period of time that is also either two weeks before or one week after a primary or election being conducted by the county board of elections.

(c) The petition must include a proposed name for the city, a map of the city, a list of proposed services to be provided by the proposed municipality, the names of three persons to serve as interim governing board, a proposed charter, a statement of the estimated population, assessed valuation, degree of development, population density, and recommendations as to the form of government and manner of election. The petition must contain a statement that the proposed municipality will have a budget ordinance with an ad valorem tax levy of at least five cents (5¢) on the one hundred dollar (\$100.00) valuation upon all taxable property within its corporate limits. The petition must contain a statement that the proposed municipality will offer four of the following services no later than the first day of the third fiscal year following the effective date of the incorporation: (i) police protection; (ii) fire protection; (iii) solid waste collection or disposal; (iv) water distribution; (v) street maintenance; (vi) street construction or right-of-way acquisition; (vii) street lighting; and (viii) zoning. In order to qualify for providing police protection, the proposed municipality must propose either to provide police service or to have services provided by contract with a county or another municipality that proposes that the other government be compensated for providing supplemental protection. The proposed municipality may not contain any noncontiguous areas.

(d) The petitioners must present to the Commission the verified petition from the county board of elections.

(e) A petition must be submitted to the Commission at least 60 days prior to convening of the next regular session of the General Assembly in order for

the Commission to make a recommendation to that session. (1985 (Reg. Sess., 1986), c. 1003, s. 1; 1999-458, s. 1; 2001-353, s. 6.)

**§ 120-164. Notification.**

(a) Not later than five days before submitting the petition to the Commission, the petitioners shall notify:

- (1) The board or boards of county commissioners of the county or counties where the proposed municipality is located;
- (2) All cities within that county or counties; and
- (3) All cities in any other county that are within five miles of the proposed municipality of the intent to present the petition to the Commission.

(b) The petitioners shall also publish, one per week for two consecutive weeks, with the second publication no later than seven days before submitting the petition to the Commission, notice in a newspaper of general circulation in the area proposed to be incorporated of the intent to present the petition to the Commission. (1985 (Reg. Sess., 1986), c. 1003, s. 1.)

**§ 120-165. Initial inquiry.**

(a) The Commission shall, upon receipt of the petition, determine if the requirements of G.S. 120-163 and G.S. 120-164 have been met. If it determines that those requirements have not been met, it shall return the petition to the petitioners. The Commission shall also publish in the North Carolina Register notice that it has received the petition.

(b) If it determines that those requirements have been met, it shall conduct further inquiry as provided by this Part. (1985 (Reg. Sess., 1986), c. 1003, s. 1.)

**§ 120-166. Additional criteria; nearness to another municipality.**

(a) The Commission may not make a positive recommendation if the proposed municipality is located within one mile of a municipality of 5,000 to 9,999, within three miles of a municipality of 10,000 to 24,999, within four miles of a municipality of 25,000 to 49,999, or within five miles of a municipality of 50,000 or over, according to the most recent decennial federal census, or according to the most recent annual estimate of the Office of State Budget and Management if the municipality was incorporated since the return of that census. For purposes of this section, "municipality" means a city as defined by G.S. 160A-1(2) or a county that has exercised its authority under Article 24 of Chapter 153A of the General Statutes.

(b) Subsection (a) of this section does not apply in the case of proximity to a specific municipality if:

- (1) The proposed municipality is entirely on an island that the nearby city is not on;
- (2) The proposed municipality is separated by a major river or other natural barrier from the nearby city, such that provision of municipal services by the nearby city to the proposed

- municipality is infeasible or the cost is prohibitive, and the Commission shall adopt policies to implement this subdivision;
- (3) The municipalities within the distances described in subsection (a) of this section by resolution express their approval of the incorporation; or
  - (4) An area of at least fifty percent (50%) of the proposed municipality has petitioned for annexation to the nearby city under G.S. 160A-31 within the previous 12 months before the incorporation petition is submitted to the Commission but the annexation petition was not approved. (1985 (Reg. Sess., 1986), c. 1003, s. 1; 1989 (Reg. Sess., 1990), c. 1024, s. 25; 1998-150, s. 2; 2000-140, s. 93.1(a); 2001-424, s. 12.2(b); 2005-35, s. 2.)

**§ 120-167. Additional criteria; population.**

The Commission may not make a positive recommendation unless the proposed municipality has a permanent population of at least 100 and a population density (either permanent or seasonal) of at least 250 persons per square mile. (1985 (Reg. Sess., 1986), c. 1003, s. 1; 1999-458, s. 2.)

**§ 120-168. Additional criteria; development.**

The Commission may not make a positive recommendation unless forty percent (40%) of the area is developed for residential, commercial, industrial, institutional, or governmental uses, or is dedicated as open space under the provisions of a zoning ordinance, subdivision ordinance, conditional or special use permit, or recorded restrictive covenants. (1985 (Reg. Sess., 1986), c. 1003, s. 1; 1999-458, s. 3.)

**§ 120-169. Additional criteria; area unincorporated.**

The Commission may not make a positive recommendation if any of the proposed municipality is included within the boundary of another incorporated municipality, as defined by G.S. 153A-1(1), or if any of the proposed municipality is included within the boundary of a county that has exercised its authority under Article 24 of Chapter 153A of the General Statutes. (1985 (Reg. Sess., 1986), c. 1003, s. 1; 2005-35, s. 3.)

**§ 120-169.1. Additional criteria; level of development, services; financial impact on other local governments.**

- (a) Repealed by Session Laws 1999-458, s. 4.
- (b) Services. – The Commission may not make a positive recommendation unless the area to be incorporated submits a plan for providing a reasonable level of municipal services. This plan shall be based on the proposed services stated in the petition under G.S. 120-163(c).
- (c) The Commission in its report shall indicate the impact on other municipalities and counties of diversion of already levied local taxes or State-shared revenues from existing local governments to support services in the proposed municipality. (1998-150, s. 3; 1999-458, s. 4.)

**§ 120-170. Findings as to services.**

The Commission may not make a positive recommendation unless it finds that the proposed municipality can provide at a reasonable tax rate the services requested by the petition, and finds that the proposed municipality can provide at a reasonable tax rate the types of services usually provided by similar municipalities. In making findings under this section, the Commission shall take into account municipal services already being provided. (1985 (Reg. Sess., 1986), c. 1003, s. 1.)

**§ 120-171. Procedures if findings made.**

(a) If the Commission finds that it may not make a positive recommendation because of the provisions of G.S. 120-166 through G.S. 120-170, it shall make a negative recommendation to the General Assembly. The report to the General Assembly shall list the grounds on which a negative recommendation is made, along with specific findings. If a negative recommendation is made, the Commission shall notify the petitioners of the need for a legally sufficient description of the proposed municipality if the proposal is to be considered by the General Assembly. At the request of a majority of the members of the interim board named in the petition, the Commission may conduct a public hearing and forward any comments or findings made as a result of that hearing along with the negative recommendation.

(b) If the Commission determines that it will not be barred from making a positive recommendation by G.S. 120-166 through G.S. 120-170, it shall require that petitioners have a legally sufficient description of the proposed municipality prepared at their expense as a condition of a positive recommendation.

(c) If the Commission determines that it is not barred from making a positive recommendation, it shall make a positive recommendation to the General Assembly for incorporation.

(d) The report of the Commission on a petition shall be in a form determined by the Commission to be useful to the General Assembly. (1985 (Reg. Sess., 1986), c. 1003, s. 1.)

**§ 120-172. Referendum.**

Based on information received at the public hearing, the Commission may recommend that any incorporation act passed by the General Assembly shall be submitted to a referendum, except if the petition contained the signatures of fifty percent (50%) of registered voters the Commission shall not recommend a referendum. (1985 (Reg. Sess., 1986), c. 1003, s. 1.)

**§ 120-173. Modification of petition.**

With the agreement of the majority of the persons designated by the petition as an interim governing board, the Commission may submit to the General Assembly recommendations based on deletion of areas from the petition, as long as there are no noncontiguous areas. (1985 (Reg. Sess., 1986), c. 1003, s. 1.)



**§ 120-174. Deadline for recommendations.**

If the petition is timely received under G.S. 120-163(e), the Commission shall make its recommendation to the General Assembly no later than 60 days after convening of the next regular session after submission of the petition. (1985 (Reg. Sess., 1986), c. 1003, s. 1.)

**§§ 120-175 through 120-179. Reserved for future codification purposes.**

## Charter Checklist

Every petition to incorporate must contain a charter for the proposed city. Below are some items that should be considered when drafting a charter. Words or phrases that appear in bold indicate styles or methods that are the most common form for small towns, although larger towns may use them as well. Comments appear in italics.

(1) Name: The name of the city may be changed to any name not deceptively similar to that of another city in this State.

(2) Style: The city may be styled a city, **town**, or village.  
*There is no legal difference between the three.*

(3) Style of the governing board: The governing board may be styled the board of commissioners, the board of aldermen, or the **council**.  
*There is no legal difference between the three.*

(4) Terms of office of members of the council: Members of the council shall serve terms of office of either two or **four** years. All of the terms don't have to be the same length, and **all of the terms don't have to expire in the same year**.  
*Four year-staggered term is the most common.*

(5) Number of members of the council: The council may consist of any number of members not less than three or more than 12.  
*Four or five is the most common.*

(6) Mode of election of the council:  
**a. All candidates shall be nominated and elected by all the qualified voters of the city.**

b. The city shall be divided into single-member electoral districts; council members shall be apportioned to the districts so that each member represents the same number of persons as nearly as possible, except for members apportioned to the city at large, if any; the qualified voters of each district shall nominate and elect candidates who reside in the district for seats apportioned to that district; and all the qualified voters of the city shall nominate and elect candidates apportioned to the city at large, if any.

c. The city shall be divided into single-member electoral districts; council members shall be apportioned to the districts so that each member represents the same number of persons as nearly as possible, except for members apportioned to the city at large; and candidates shall reside in and represent the districts according to the apportionment plan adopted, but all candidates shall be nominated and elected by all the qualified voters of the city.

d. The city shall be divided into electoral districts equal in number to one half the number of council seats; the council seats shall be divided equally into "ward seats" and "at-large seats," one each of which shall be apportioned to each district, so that each council member represents the same number of persons as nearly as possible; the qualified voters of each district shall nominate and elect candidates to the "ward

seats"; candidates for the "at-large seats" shall reside in and represent the districts according to the apportionment plan adopted, but all candidates for "at-large" seats shall be nominated and elected by all the qualified voters of the city.

e. The city shall be divided into single-member electoral districts; council members shall be apportioned to the districts so that each member represents the same number of persons as nearly as possible, except for members apportioned to the city at large, if any; in nonpartisan primary, the qualified voters of each district shall nominate two candidates to reside in the district, and the qualified voters of the entire city shall nominate two candidates for each seat apportioned to the city at large, if any; and all candidates shall be elected by all the qualified voters of the city.

If either option b, c, d or e is adopted, the council shall divide the city into the requisite number of single-member electoral districts according to the apportionment plan adopted, and shall cause a map of the districts so laid out to be drawn up and filed as provided by G.S. 160A-22 and G.S. 160A-23. No more than one half of the council may be apportioned to the city at large. An initiative petition may specify the number of single-member electoral districts to be laid out, but the drawing of district boundaries and apportionment of members to the districts shall be done in all cases by the council.

(7) Elections:

a. Partisan. – Municipal primaries and elections shall be conducted on a partisan basis as provided in G.S. 163-291.

**b. Nonpartisan Plurality. – Municipal elections shall be conducted as provided in G.S. 163-292.**

c. Nonpartisan Election and Runoff Election. – Municipal elections and runoff elections shall be conducted as provided in G.S. 163-293.

d. Nonpartisan Primary and Election. – Municipal primaries and elections shall be conducted as provided in G.S. 163-294.

(8) Selection of Mayor:

a. **The mayor shall be elected by all the qualified voters of the city** for a term of not less than **two years** and not more than four years.

b. The mayor shall be selected by the council from among its membership to serve at its pleasure.

Under option a, the mayor may be given the right to vote on all matters before the council, or he may be **limited to voting only to break a tie**. Under option b, the mayor has the right to vote on all matters before the council. In both cases the mayor has no right to break a tie vote in which he participated.

(9) Form of government:

**a. The city shall operate under the mayor-council form of government in accordance with Part 3 of Article 7 of Chapter 160A of the General Statutes.**

b. The city shall operate under the council-manager form of government in accordance with Part 2 of Article 7 of Chapter 160A of the General Statutes, and any charter provisions not in conflict therewith.

**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2001**

**SESSION LAW 2001-394  
HOUSE BILL 882**

AN ACT TO INCORPORATE THE TOWN OF DUCK, AND TO MODIFY THE  
FORMULA FOR DISTRIBUTING THE PROCEEDS OF THE LOCAL  
OCCUPANCY TAX AND LOCAL LAND TRANSFER TAX.

The General Assembly of North Carolina enacts:

**SECTION 1.** A Charter for the Town of Duck is enacted to read:

"CHARTER OF THE TOWN OF DUCK.

"ARTICLE I. INCORPORATION AND CORPORATE POWERS.

"Section 1.1. **Incorporation and Corporate Powers.** The inhabitants of the Town are a body corporate and politic under the name 'Town of Duck'. The Town of Duck has all the powers, duties, rights, privileges, and immunities conferred and imposed on cities by the general law of North Carolina.

"ARTICLE II. CORPORATE BOUNDARIES.

"Section 2.1. **Town Boundaries.** Until modified in accordance with law, the boundaries of the Town of Duck are as follows:

BEGINNING at the point of intersection of the northeast corner of the corporate limits of the Town of Southern Shores in Dare County, North Carolina, with the mean high watermark of the Atlantic Ocean; thence along a line in a general easterly direction for a distance of 1,000 feet to a point along an eastern projection of the northern Town of Southern Shores limit line to a point in the Atlantic Ocean; thence, in a northwesterly direction along a line 1,000 feet parallel to the mean high watermark of the Atlantic Ocean until such line forms a point of intersection with another line, such line being the projection of the Dare County boundary line 1,000 feet easterly from the mean high watermark of the Atlantic Ocean; thence, in a westerly direction along the projected line to the intersection of Dare County boundary line with the mean high watermark of the Atlantic Ocean; thence, in a westerly direction along the Dare County boundary line to a point of intersection of the Dare County boundary line with the mean high watermark of the Currituck Sound; thence, along a line in a general westerly direction for a distance of 1,000 feet to a point along a western projection of the Dare County boundary line to a point in the Currituck Sound; thence, in a southeasterly direction along a line 1,000 feet parallel to the mean high watermark of the Currituck Sound until such line forms a point of intersection with another line, such line being the projection of the northern line of the Town of Southern Shores corporate limits 1,000 feet westerly from the mean high watermark of the Currituck Sound; thence, in an easterly direction along the projected line to the intersection of the northwest corner of the Town of Southern Shores corporate limits with the mean high watermark of the Currituck Sound; thence, in an easterly direction along the northern line of the Town of Southern Shores corporate limits to the place of beginning.

"ARTICLE III. GOVERNING BODY.

"Section 3.1. **Structure of Governing Body; Number of Members.** The governing body of the Town of Duck shall be the Town Council, which shall have five members.

"Section 3.2. **Temporary Officers.** Until the organizational meeting after the initial election of 2002 provided for by Article IV of this Charter, Allan W. Beres, Nancy R.

Caviness, Paul F. Keller, Manfred E. Schwarz, and Judith L. Wessel are appointed to the Town Council of the Town of Duck. The temporary officers shall elect persons to serve as Interim Mayor and Interim Mayor Pro Tempore. If any person named in this section is unable to serve, the remaining temporary officers shall, by majority vote, appoint a person to serve until the initial election is held.

"Section 3.3. **Manner of Electing Council; Term of Office.** The qualified voters of the entire Town shall elect members of the Town Council from the Town at large, and the members shall each serve a term of two years, except that the members elected in 2002 shall serve until the organizational meeting after the 2003 municipal election. To be eligible for election to the Town Council, an individual must reside in the Town of Duck. Vacancies on the Town Council shall be filled in accordance with G.S. 160A-63.

"Section 3.4. **Manner of Electing Mayor; Term of Office; Duties.** The Mayor shall be elected from among the members of the Town Council at the organizational meeting after the initial election in November 2002 and shall serve for a term of one year. In 2003 and biennially thereafter, a Mayor shall be chosen by the same process for a term of two years. The Mayor shall attend and preside over meetings of the Town Council, shall advise the Town Council from time to time as to matters involving the Town of Duck, and shall have the right to vote as a member of the Town Council on all matters before the Council, but shall have no right to break a tie vote in which the Mayor has participated.

"Section 3.5. **Manner of Electing Mayor Pro Tempore; Term of Office; Duties.** The Mayor Pro Tempore shall be elected from among the members of the Town Council at the organizational meeting after the initial election in November 2002 and shall serve for a term of one year. In 2003 and biennially thereafter, a Mayor Pro Tempore shall be chosen by the same process for a term of two years. The Mayor Pro Tempore shall act in the absence or disability of the Mayor. If the Mayor and Mayor Pro Tempore are both absent from a meeting of the Town Council, the members of the Town Council present may elect a temporary chairman to preside in the absence. The Mayor Pro Tempore shall have the right to vote on all matters before the Town Council and shall be considered a member of the Town Council for all purposes.

"Section 3.6. **Compensation of Mayor and Town Council.** The Mayor and members of the Town Council shall be reimbursed for ordinary and necessary expenses and may receive salary and honoraria only upon a majority vote of the qualified voters of the Town who vote on the question in a special referendum.

#### "ARTICLE IV. ELECTIONS.

"Section 4.1. **Conduct of Town Elections.** Elections shall be conducted on a nonpartisan basis and results determined by a plurality as provided in G.S. 163-292.

"Section 4.2. **Date of Election.** Elections shall be conducted in accordance with Chapter 163 of the General Statutes, except that the first election shall be held on November 5, 2002.

"Section 4.3. **Special Elections and Referenda.** Special elections and referenda may be held only as provided by general law or applicable local acts of the General Assembly.

#### "ARTICLE V. ORGANIZATION AND ADMINISTRATION.

"Section 5.1. **Form of Government.** The Town shall operate under the Council-Manager plan as provided in Part 2 of Article 7 of Chapter 160A of the General Statutes.

"Section 5.2. **Town Manager; Appointment; Powers and Duties.** The Town Council shall appoint a Town Manager who shall be responsible for the administration of all departments of the Town government, except as otherwise directed by the Town Council. The Town Manager shall have all the powers and duties conferred by general law, except as expressly limited by the provisions of this Charter, and the additional powers and duties conferred by the Town Council, so far as authorized by general law.

**"Section 5.3. Town Manager's Authority Over Personnel; Role of Elected Officials.** As chief administrator of the Town, the Town Manager shall have the power to appoint, suspend, and remove all Town officers, department heads, and employees, except the Town Attorney, Town Clerk, and any other official whose appointment or removal is vested in the Town Council by this Charter or by general law. Neither the Town Council nor any of its members shall take part in the appointment or removal of officers or employees in the administrative service of the Town of Duck, except as provided by this Charter. Except for purposes of inquiry, or for consultation with the Town Attorney, the Town Council and its members shall deal with Town employees solely through the Town Manager or Acting Town Manager, and neither the Town Council nor any of its members shall give any specific orders to any subordinates of the Town Manager or Acting Town Manager, either publicly or privately.

**"Section 5.4. Town Attorney.** The Town Council shall appoint a Town Attorney licensed to practice law in North Carolina. It shall be the duty of the Town Attorney to represent the Town, advise Town officials, and perform other duties required by law or as the Town Council may direct.

**"Section 5.5. Town Clerk.** The Town Council shall appoint a Town Clerk to keep a journal of the proceedings of the Town Council, to maintain official records and documents, to give notice of meetings, and to perform such other duties required by law or as the Town Council may direct.

**"Section 5.6. Other Administrative Officers and Employees.** The Town Council may authorize other offices and positions and appoint persons to fill the offices and positions, or the Council may authorize the offices and positions to be filled by appointment by the Town Manager. The Town Council may organize the Town government as deemed appropriate, subject to the requirements of general law.

**"Section 5.7. Consolidation of Functions.** Where positions are not incompatible, the Town Council may combine in one person the powers and duties of two or more officers created or authorized by this Charter.

#### **"ARTICLE VI. TAXES AND BUDGET ORDINANCE.**

**"Section 6.1. Powers of the Town Council.** The Town Council may levy those taxes and fees authorized by general law. An affirmative vote equal to a majority of all the members of the Town Council shall be required to change the ad valorem tax rate from the rate established during the prior fiscal year.

**"Section 6.2. Budget.** From and after July 1, 2002, the citizens and property in the Town of Duck shall be subject to municipal taxes levied for the fiscal year beginning July 1, 2002, and, for that purpose, the Town shall obtain from Dare County a record of property in the area herein incorporated that was listed for taxes as of January 1, 2002. The Town may adopt a budget ordinance for fiscal year 2002-2003 without following the timetable in the Local Government Budget and Fiscal Control Act but shall follow the sequence of actions in the spirit of the Act insofar as is practical. For fiscal year 2002-2003, ad valorem taxes may be paid at par or face amount within 90 days of adoption of the budget ordinance and thereafter in accordance with the schedule in G.S. 105-360 as if the taxes had been due and payable on September 1, 2002. The Town may adopt a budget ordinance for fiscal year 2001-2002 without following the timetable in the Local Government Budget and Fiscal Control Act but shall follow the sequence of actions in the spirit of the Act insofar as is practical, but no ad valorem taxes shall be levied for that year.

#### **"ARTICLE VII. ORDINANCES.**

**"Section 7.1. Ordinances.** Except as otherwise provided in this Charter, the Town of Duck is authorized to adopt such ordinances as the Town Council deems necessary for the governance of the Town.

#### **"ARTICLE VIII. MISCELLANEOUS.**

"Section 8.1. **Conflicts of Interest.** No person, or member of the person's immediate family, who is employed by or is an official of the Town of Duck, shall do business with the Town unless such activity is approved by the Town Council. All appointed officials of the Town shall inform the Town Council of any conflicts of interest, and the failure to so inform shall constitute grounds for immediate dismissal for cause. No official of the Town may accept any gratuity from any business, person, or other official if the gratuity is related to his or her official duties.

"Section 8.2. **Enlargement of Town Council.** The qualified voters of the Town of Duck may seek to enlarge the number of members of the Town Council by submitting a petition to that effect signed by twenty percent (20%) of the qualified voters. Upon passage of a resolution as provided in G.S. 160A-102 or upon receipt of a valid petition, the Town Council shall immediately take steps as provided in Part 4 of Article 5 of Chapter 160A of the General Statutes to determine by referendum whether the number of members of the Town Council should be increased. If a majority of the votes cast in the referendum are in the affirmative, a special election shall be held at the earliest possible date to elect the additional members required to enlarge the Town Council to the number set forth in the referendum.

"Section 8.3. **Amendments to Charter.** The Town Council may propose and enact amendments to this Charter in accordance with Part 4 of Article 5 of Chapter 160A of the General Statutes. No amendment to this Charter shall become effective until public notice is given and a public hearing is held to receive comments on the proposed Charter amendment. Notwithstanding G.S. 160A-103, upon receipt of a referendum petition bearing the signatures and residence addresses of twenty percent (20%) of the qualified voters of the Town, the Town Council shall submit ordinances adopted under G.S. 160A-102 to a vote of the people.

"Section 8.4. **Provision of Services and Administration of Functions.** The Town Council may enter into agreements with other governmental bodies and private enterprises for the provision of services and the administration of corporate functions in order to provide the services and administer the functions in the most efficient and cost-effective manner.

#### "ARTICLE IX. SPECIAL PROVISIONS.

"Section 9.1. **Ad Valorem Taxes.** The Town Council shall not increase the ad valorem tax rate more than ten cents (10¢) per one hundred dollars (\$100.00) valuation above the ad valorem tax rate initially established after incorporation of the Town of Duck without the vote or consent of a majority of the qualified voters of the Town of Duck. The procedures of G.S. 160A-209 shall be followed for any such election.

"Section 9.2. **Fire Protection.** The Town of Duck shall contract with the Duck Volunteer Fire Department, Inc., to provide fire protection for the Town. The contract terms and amount paid by the Town of Duck to the Duck Volunteer Fire Department, Inc., shall be mutually agreed upon and annually renewed by the Board of Directors of the Duck Volunteer Fire Department, Inc., and the Town Council."

**SECTION 2.** The Dare County Board of Elections shall conduct an election on November 6, 2001, for the purpose of submitting to the qualified voters of the area described in Section 2.1 of the Charter of the Town of Duck the question of whether or not the area shall be incorporated as the Town of Duck. Registration for the election shall be conducted in accordance with G.S. 163-288.2.

**SECTION 3.** In the election, the question on the ballot shall be:

"[ ]FOR [ ]AGAINST  
Incorporation of the Town of Duck."

**SECTION 4.** In the election, if a majority of the votes on the question are cast "For Incorporation of the Town of Duck", Section 1 of this act becomes effective May 1, 2002, and Sections 5 and 6 of this act become effective with respect to

distributions made on or after July 1, 2003. Otherwise, those sections do not become effective.

**SECTION 5.** Section 1(e) of Chapter 449 of the 1985 Session Laws, as amended by Chapter 826 of the 1985 Session Laws and Chapters 177 and 906 of the 1991 Session Laws, reads as rewritten:

"(e) Use and Distribution of Tax Revenue. Each fiscal year, Dare County shall distribute two-thirds sixty-eight percent (68%) of the net proceeds of the tax, on a monthly basis, to the Towns of Kill Devil Hills, Kitty Hawk, Manteo, Nags Head, and Southern Shores among the towns of the county that had been incorporated for at least one year as of the beginning of the fiscal year. This amount shall be divided among the towns in proportion to the amount of ad valorem taxes levied by each town for the preceding fiscal year. The county shall retain the remaining one-third remainder of the net proceeds. Revenue distributed to a town or retained by the county under this subsection may be used only for tourist-related purposes, including construction and maintenance of public facilities and buildings, garbage, refuse, and solid waste collection and disposal, police protection, and emergency services."

**SECTION 6.** Section 2(e) of Chapter 525 of the 1985 Session Laws reads as rewritten:

"(e) Use and Distribution of Tax Revenue. ~~For the first 12 fiscal years in which a tax levied under this section is in effect, all proceeds of the tax shall be retained by the county and shall be placed in a special Capital Reserve Fund in the general fund of the county. Revenue in this Fund may be used by the county only for capital expenditures for the following: courts, jails and detention facilities, emergency medical services, libraries, recreation, education, administration, water, sewage, health, and social services.~~

~~Beginning with the 13th fiscal year in which a tax levied under this section is in effect, the county shall distribute one-third (1/3) Each fiscal year, Dare County shall distribute thirty-five percent (35%) of the net proceeds of the tax on a quarterly basis among the towns of the county that had been incorporated for at least one year as of the beginning of the fiscal year. This amount shall be divided among the towns to the Towns of Nags Head, Kill Devil Hills, Kitty Hawk, Southern Shores, and Manteo in Dare County in proportion to the amount of ad valorem taxes levied by each town for the preceding fiscal year. Revenue distributed to a town may be used only for capital expenditures. The remaining two-thirds (2/3) of the net proceeds shall be retained by the county and placed in the special Capital Reserve Fund established under this subsection, to be used only for the purposes listed above. The county shall retain the remainder of the net proceeds of the tax and place them in a special Capital Reserve Fund in the general fund of the county. Revenue in this Fund may be used by the county only for capital expenditures for the following: courts, jails and detention facilities, emergency medical services, libraries, recreation, education, administration, water, sewage, health, and social services. As used in this subsection, 'net proceeds' means gross proceeds less the cost to the county of administering and collecting the tax."~~

**SECTION 7.** This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 29<sup>th</sup> day of August, 2001.

s/ Marc Basnight  
President Pro Tempore of the Senate

s/ James B. Black  
Speaker of the House of Representatives

"



**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2001**

**SESSION LAW 2001-45  
SENATE BILL 557**

AN ACT TO INCORPORATE THE TOWN OF MILLERS CREEK, SUBJECT TO A  
REFERENDUM.

The General Assembly of North Carolina enacts:

**SECTION 1.** A Charter for the Town of Millers Creek is enacted to read:  
"CHARTER OF THE TOWN OF MILLERS CREEK.  
"ARTICLE I. INCORPORATION AND CORPORATE POWERS.

"Section 1.1. **Incorporation and Corporate Powers.** The inhabitants of the Town of Millers Creek are a body corporate and politic under the name 'Town of Millers Creek'. The Town of Millers Creek has all the powers, duties, rights, privileges, and immunities conferred and imposed on cities by the general laws of North Carolina.

"ARTICLE II. CORPORATE BOUNDARIES.

"Section 2.1. **Town Boundaries.** Until modified in accordance with law, the boundaries of the Town of Millers Creek are as follows:

Beginning at a point in the centerline intersection of Secondary Road #1372 (Boone Trail / Old U. S. 421) with Secondary Road #1320 (Congo Road) and running thence in a westerly direction, along the centerline of Congo Road to a point in the centerline intersection of said road with S. R. #1319 (Buck Road); thence adjoining the Town of Wilkesboro as shown on a plat entitled "Town Of Wilkesboro 421 Annexation" recorded in Map Book 9, Pages 433 through 436 in a northwesterly direction to a point in the centerline of N. C. Highway No. 16; thence a northwesterly direction to a point in the centerline intersection of said road with S. R. #1313 (Congo Road); thence along the centerline of said road to the southern boundary of PIN #3838-74-8409; thence along the southern and eastern boundary of said parcel to the eastern boundary of PIN #3838-75-1248; thence along the eastern boundary of the following five parcels, (1) PIN #3838-75-1248, (2) PIN #3838-75-1604, (3) PIN #3838-76-0032, (4) PIN #3838-66-9212, (5) PIN #3838-66-9304; thence along the northern boundary of the following three parcels, (1) PIN #3838-66-9304, (2) PIN #3838-76-2627, (3) PIN #3838-66-8658; thence along the eastern and southern boundary of PIN #3838-66-3750; thence along the southern boundary of PIN #3838-56-9710 to a point in the centerline of S. R. #1315 (Fish Dam Creek Road); thence along the center of said road in a northwesterly direction to a point in the southern boundary of PIN # 3839-21-0084; thence along the southern, eastern and northern boundary of PIN #3839-21-0084; thence along the northern boundary of PIN #3839-12-9695 to a point in the centerline of the aforesaid S. R. #1315; thence in a northerly direction along the centerline of said road to a point in the centerline intersection of said road with S. R. #1304 (Old U. S. 421); thence continuing in a northerly direction along the centerline of S. R. #1315 (Arbor Grove Church Road) to a point in the centerline intersection of said road with S. R. #1317 (Old Hwy. 60); thence continuing in a northerly direction and along the centerline of the aforesaid S. R. #1315 to the southern boundary line of PIN # 3839-39-7406; thence along the southern and eastern boundary line of PIN # 3839-39-7406; thence along the southern, eastern and northern boundary of PIN #

3839-48-5809; thence along the northern boundary line PIN #3839-39-7406 to a point in the centerline of the aforesaid S. R. #1315; thence in a northeasterly direction along the centerline of said S. R. #1315 to PIN #3930-50-8449; thence southeast along the southern boundary of said PIN #3839-50-8449; thence southeast with the southern boundary line of PIN #3839-69-8719; thence along the western, southern, eastern, and northern boundary line of PIN #3839-78-8565; thence in a western direction along the northern boundary of PIN #3839-69-8719; thence along the northern line of PIN #3930-50-8449 to a point in the centerline of the aforesaid S. R. #1368 (Arbor Grove Church Road); thence westerly to the western end of the southern right of way along S. R. #1315 (Pierce Road); thence northeast along the southern edge of the right of way along said road to a point in the centerline of S. R. #1347 (Charity Church Road); thence eastwardly along the centerline of said road to a point in the centerline intersection of N. C. Highway No. 16; thence northeastwardly along the centerline of S. R. #1315 (Pleasant Home Church Road) to the centerline intersection of said road with S. R. #1315 (Friendly Grove Church Road); thence southward along the centerline of Friendly Grove Church Road to the northern boundary of PIN #3849-36-8893; thence easterly along the northern boundary of PIN #3849-36-8893; thence northward along the western boundary of the following six parcels: (1) PIN #3849-47-1138, (2) PIN #3849-47-3334, (3) PIN #3849-47-4656, (4) PIN #3849-47-5855, (5) PIN #3849-48-6222, (6) PIN #3849-48-7594; thence eastward along the northern boundary of PIN #3849-48-9529; thence northward along the western boundary of PIN #3849-58-1565; thence eastwardly along the northern boundary of PIN #3849-58-2674; thence along the northern and eastern boundary of PIN #3849-58-5026; thence along the northern and eastern boundary of PIN #3849-57-8803; thence along the northern boundary of PIN #3849-67-0639; thence along the western and northern boundary of PIN #3849-68-5340; thence eastwardly along the northern boundary of PIN #3849-68-9350; thence eastwardly along the northern boundary of PIN #3849-78-4440; thence northward along the western and northern boundary of PIN #3849-79-6003; thence eastwardly along the northern boundary of PIN #3849-79-8454; thence eastwardly along the northern boundary of PIN #3849-79-3132; thence northward along the western boundary of the following five parcels: (1) PIN #3849-89-8871, (2) PIN #3940-80-7170, (3) PIN #3940-80-7308, (4) PIN #3940-80-7677, (5) PIN #3940-81-9015; thence eastwardly along the northern boundary of PIN #3940-91-1220; thence along the northern and eastern boundary of PIN #3940-91-3177; thence southward along the eastern boundary of PIN #3940-90-4703; thence eastwardly as the northern boundary of the following three parcels: (1) PIN #3940-90-2268, (2) PIN #3940-90-4158, (3) PIN #3940-90-7201; thence southeast along the eastern boundary of PIN #3849-99-8819; thence as the eastern and southern line of PIN #3859-09-1792; thence southwestward along the southern line of PIN #3849-99-8269; thence southward along the eastern edge of the right of way along S. R. 1552 (N Oak Grove Ext.) to the northern boundary of PIN #3849-98-8886; thence eastwardly along the following six parcels; (1) PIN #3859-08-0821, (2) PIN #3859-08-0882, (3) PIN #3859-08-2608, (4) PIN #3859-08-3265, (5) PIN #3859-08-5493, (6) PIN #3859-08-7424; thence along the northern and eastern boundary of PIN #3859-18-0541; thence southward along the eastern boundary of PIN #3859-17-1961; thence along the northern and eastern boundary of PIN #3859-18-3071; thence along the western and northern boundary of PIN #3859-17-7934; thence eastwardly along the northern boundary of PIN #3859-17-9801; thence along the northern, eastern and southern boundary of PIN #3869-27-0769; thence southward along the eastern boundary of PIN #3859-17-5416; thence along the northeastern edge of the right of way along S. R. #1551 (Nelson Lane); thence eastward along the southern boundary of PIN #3859-27-6477; thence eastward along the northern boundary of PIN #3859-36-8508; thence along the northern and eastern boundary of PIN #3859-46-0513; thence southward along the eastern and southern boundary of PIN #3859-46-0311; thence along the eastern, southern and

western boundary of PIN #3859-35-5758; thence along the southern and western boundary of PIN #3859-36-1179; thence northwestward along the southern edge of the right of way along the aforesaid S. R. #1551 (Nelson Lane) to the eastern line of PIN #3859-26-8331; thence southward along the eastern and southern boundary of PIN #3859-26-8331; thence southward along the eastern, northern, eastern and southern boundary of PIN #3859-25-7887; thence northerly along the eastern boundary of PIN #3859-16-5792; thence along the northern eastern boundary of said PIN #3859-16-5792; thence northwestward along the southern edge of the right of way along the aforesaid S. R. #1551 (Nelson Lane) and crossing S. R. #1552 (S. Oak Grove Ext.) to the eastern boundary of PIN #3849-97-5710; thence southward along the eastern, and southern boundary of said PIN #3849-97-5710; thence westward along the northern boundary of PIN #3849-86-3614; thence continuing westward along the northern boundary of PIN #3849-66-6099; thence along the western and southern boundaries of PIN #3849-45-6893; thence southward along the western boundary of PIN #3849-66-6099; thence eastward along the northern edge of the right of way along S. R. #1372 (Boone Trail / Old U. S. 421) and continuing along the southern and eastern boundary of said PIN #3849-66-6099; thence southward along the western and southern boundary of PIN #3849-85-2443, and crossing S. R. #1552 (S. Oak Grove Ext.); thence eastward along the northern boundary of PIN #3849-94-1814; thence along the northern and eastern boundary of PIN #3849-94-3713; thence southward along the eastern boundary of PIN #3849-94-9671; thence continuing southward along the eastern boundary of PIN #3849-84-3085; thence southward along the eastern right of way of S. R. #1552 (S. Oak Grove Ext.) to the northern boundary of PIN #3849-93-1685; thence eastwardly along the northern boundary of PIN #3849-93-1685; thence along the western, northern and eastern boundary of PIN #3849-93-4642; thence southward crossing the aforesaid S. R. #1552 (S. Oak Grove Ext.) to the southern edge of the right of way of the aforesaid road; thence southeastward along said right of way and the northern boundary of PIN #3849-93-4119; thence along the western boundary of PIN #3859-03-3975 to a point in the centerline of S. R. #1372 (Boone Trail / Old U. S. 421); thence westward along the centerline of said S. R. #1372 and bounded on all sides by the Canterbury Estates Addition to the Town of North Wilkesboro as shown on the plat recorded in Map Book 9, Page 405); thence eastward along the centerline of S. R. #1372 (Boone Trail / Old U. S. 421) to the centerline intersection of said road with S. R. #1517 (Suncrest Orchard Road); thence eastward along the centerline of said road to the western boundary of PIN #3859-13-7903; thence along the western, southern, and eastern boundary of said PIN #3859-13-7903 to the centerline of the aforesaid S. R. #1517; thence eastward along the centerline of said road to the western boundary of PIN #3859-22-2694; thence along the western and northern boundary of PIN #3859-22-2694; thence along the western and northern boundary of PIN #3859-23-8329; thence along the western, northern and eastern boundary of PIN #3859-33-6488; thence eastward along the northern boundary of PIN #3859-43-3007; thence northward along the eastern boundary of PIN #3859-23-2375 to the southwestern corner of PIN #3859-64-5153; thence southeastwardly along the southern and eastern boundary of PIN #3859-64-5153; thence southwestwardly along the northern, western and southern boundary of PIN #3859-64-0269; thence eastwardly along the western, southern, eastern and northern boundary of the aforesaid PIN #3859-64-5153; thence eastwardly along the northern boundary of PIN #3859-63-7925; thence easterly along the northern and eastern boundary of PIN #3859-74-1133; thence along the western and southern boundary of PIN #3859-73-4709; thence northward along the western and northern boundary of PIN #3859-73-6299; thence eastward along the northern and eastern boundary of PIN #3859-73-8069; thence continuing southward along the eastern and southern boundary of PIN #3859-82-1857; thence southward along the eastern and southern boundary of tract one of PIN #3859-82-9789; thence continuing westward along the southern boundary of PIN #3859-72-6229; thence continuing westward along

the southern boundary of PIN #3859-62-9238; thence continuing westward, crossing the aforesaid S. R. #1517 (Suncrest / Sunset Conn. Road) and running along the northern, western, and southern boundary of PIN #3859-61-5279; thence southward along the eastern boundary of PIN #3859-60-2186; thence eastwardly along the northern boundary of the following two parcels: (1) PIN #3858-69-8733, (2) PIN #3858-79-7661, to the eastern boundary of PIN #3858-88-0643; thence in a southerly direction along the eastern boundary of the aforesaid PIN #3858-88-0643; thence in a westerly direction along the northern, eastern, northern and western boundary of PIN #3858-68-0077; thence westward along the southern boundary of the following six parcels: (1) PIN #3858-48-3771, (2) PIN #3858-47-8811, (3) PIN #3858-47-3893, (4) PIN #3858-47-2873, (5) PIN #3858-47-0893, (6) PIN #3858-38-7059; thence southward along the eastern boundary of the following seven parcels: (1) PIN #3858-37-4640, (2) PIN #3858-37-4398, (3) PIN #3858-37-4112, (4) PIN #3858-37-6089, (5) PIN #3858-36-8839, (6) PIN #3858-46-0609, (7) PIN #3858-36-9530; thence along the northern, eastern and southern boundary of PIN #3858-46-1466; thence along the northwestern boundary of PIN #3858-35-9718 to a point in the centerline of S. R. #1372 (Boone Trail / Old U. S. 421); thence northwestward along said centerline to the point of beginning.

#### "ARTICLE III. GOVERNING BODY.

"Section 3.1. **Structure of Governing Body; Number of Members.** The governing body of the Town of Millers Creek is the Mayor and the Town Council, which shall have six members.

"Section 3.2. **Temporary Officers.** Until the organizational meeting after the initial election in 2001 provided for by Section 4.1 of this Charter, Buck Parsons is hereby appointed Mayor, and Ravaughn Ashley, Harold Bowlin, Clyde Bumgarner, Joyce Dyer, John Higgins, and Archie Nichols are appointed members of the Town Council. They shall possess and exercise the powers granted to the governing body until their successors are elected or appointed and qualified pursuant to this Charter.

"Section 3.3. **Manner of Electing Town Council; Term of Office.** The qualified voters of the entire Town shall elect the members of the Town Council and, except as provided in this section, they shall serve four-year terms. In 2001, the three candidates receiving the highest numbers of votes shall be elected to four-year terms and the three candidates receiving the next highest numbers of votes shall be elected to two-year terms. In 2003, and quadrennially thereafter, three members shall be elected to four-year terms. In 2005, and quadrennially thereafter, three members shall be elected to four-year terms.

"Section 3.4. **Manner of Electing Mayor; Term of Office.** The qualified voters of the entire Town shall elect the Mayor. In 2001, and biennially thereafter, the Mayor shall be elected for a term of two years.

#### "ARTICLE IV. ELECTIONS.

"Section 4.1. **Conduct of Town Elections.** Elections shall be conducted on a nonpartisan basis and results determined by a plurality as provided in G.S. 163-292.

#### "ARTICLE V. ADMINISTRATION.

"Section 5.1. **Town to Operate under Mayor-Council Plan.** The Town shall operate under the Mayor-Council form of government as provided in Part 3 of Article 7 of Chapter 160A of the General Statutes.

"Section 5.2. **Town Clerk.** The Town Council shall appoint a Town Clerk as provided in G.S. 160A-171, and the clerk shall perform the duties required by law or the Council.

"Section 5.3. **Town Attorney.** The Town Council shall appoint a Town Attorney as provided in G.S. 160A-173, and the Town Attorney shall serve at the pleasure of the Town Council and be its legal adviser."

**SECTION 2.** From and after the effective date of this act, the citizens and property in the Town of Millers Creek shall be subject to municipal taxes levied for the year beginning July 1, 2001. For that purpose the Town shall obtain from Wilkes County a record of property in the area herein incorporated which was listed for property taxes as of January 1, 2001. The Town may adopt a budget ordinance for fiscal year 2001-2002 without following the timetable in the Local Government Budget and Fiscal Control Act, but shall follow the sequence of actions in the spirit of the act insofar as is practical. For fiscal year 2001-2002, ad valorem taxes may be paid at par or face amount within 90 days of adoption of the budget ordinance and thereafter in accordance with the schedule in G.S. 105-360. If the effective date of the incorporation is prior to July 1, 2001, the Town may adopt a budget ordinance for fiscal year 2000-2001 without following the timetable in the Local Government Budget and Fiscal Control Act, but shall follow the sequence of actions in the spirit of the act insofar as practical. No ad valorem taxes may be levied for the 2000-2001 fiscal year.

**SECTION 3.** The Wilkes County Board of Elections shall conduct an election on a date set by the Board, to be not less than 60 nor later than 120 days after this act becomes law, for the purpose of submission to the qualified voters for the area described in Section 2.1 of the Charter of the Town of Millers Creek the question of whether or not the area shall be incorporated as the Town of Millers Creek. Registration for the election shall be conducted in accordance with G.S. 163-288.2.

**SECTION 4.** In the election, the question on the ballot shall be:

" ☐ FOR ☐ AGAINST  
Incorporation of the Town of Millers Creek".

**SECTION 5.** In the election, if a majority of the votes are cast "For the Incorporation of the Town of Millers Creek", Sections 1 and 2 of this act shall become effective on the date that the Wilkes County Board of Elections certifies the results of the election. Otherwise, Sections 1 and 2 of this act shall have no force and effect.

**SECTION 6.** This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 7<sup>th</sup> day of May, 2001.

s/ Beverly E. Perdue  
President of the Senate

s/ James B. Black  
Speaker of the House of Representatives

**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2001**

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**SENATE BILL 656**

Short Title: Kipling Incorporated.

(Local)

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Sponsors: Senator Harris.

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Referred to: Finance.

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March 22, 2001

A BILL TO BE ENTITLED  
AN ACT TO INCORPORATE THE TOWN OF KIPLING.

The General Assembly of North Carolina enacts:

**SECTION 1.** A Charter for the Town of Kipling is enacted to read:

"CHARTER OF THE TOWN OF KIPLING.

"ARTICLE I. INCORPORATION AND CORPORATE POWERS.

"Section 1.1. **Incorporation and Corporate Powers.** The inhabitants of the Town of Kipling are a body corporate and politic under the name 'Town of Kipling'. The Town of Kipling has all the powers, duties, rights, privileges, and immunities conferred and imposed on cities by the general laws of North Carolina.

"ARTICLE II. CORPORATE BOUNDARIES.

"Section 2.1. **Town Boundaries.** Until modified in accordance with law, the boundaries of the Town of Kipling are as follows:

"ARTICLE III. GOVERNING BODY.

"Section 3.1. **Structure of Governing Body; Number of Members.** The governing body of the Town of Kipling is the Mayor and Town Council, which shall have five members.

"Section 3.2. **Temporary Officers.** Until the organizational meeting after the initial election in 2001 provided for by Section 4.1 of this Charter, Jennifer Knight, Kathy Bradley, Dan LaReaux, Michael Novak, Earl Herring, and Rob Elsen are appointed Councilmen of the Town of Kipling, and they shall possess and exercise the powers granted to the governing body until their successors are elected or appointed and qualified pursuant to this Charter. If any person named in this section is unable to serve, the remaining temporary officers shall, by majority vote, appoint a person to serve until the initial municipal election is held in 2001.

"Section 3.3. **Manner of Electing Town Council; Term of Office.** The qualified voters of the entire Town shall elect the members of the Town Council and, except as provided in this section, they shall serve four-year terms. In 2001, the two candidates receiving the highest numbers of votes shall be elected to four-year terms and the three candidates receiving the next highest numbers of votes shall be elected to two-year terms. In 2003, and quadrennially thereafter, three members shall be elected to four-year terms. In 2005, and quadrennially thereafter, two members shall be elected to four-year terms.

"Section 3.4. **Manner of Electing Mayor; Term of Office.** The qualified voters of the entire Town shall elect the Mayor. In 2001, and quadrennially thereafter, the Mayor shall be elected for a term of four years.

"ARTICLE IV. ELECTIONS.

"Section 4.1. **Conduct of Town Elections.** Elections shall be conducted on a nonpartisan basis and results determined by a plurality as provided in G.S. 163-292.

"ARTICLE V. ADMINISTRATION.

"Section 5.1. **Town to Operate Under Mayor-Council Plan.** The Town shall operate under the Mayor-Council form of government as provided in Part 3 of Article 7 of Chapter 160A of the General Statutes."

**SECTION 2.** From and after the effective date of this act, the citizens and property in the Town of Kipling shall be subject to municipal taxes levied for the year beginning July 1, 2001. For that purpose the Town shall obtain from Harnett County a record of property in the area herein incorporated which was listed for property taxes as of January 1, 2001. The Town may adopt a budget ordinance for fiscal year 2001-2002 without following the timetable in the Local Government Budget and Fiscal Control Act but shall follow the sequence of actions in the spirit of the act insofar as is practical. For fiscal year 2001-2002, ad valorem taxes may be paid at par or face amount within 90 days of adoption of the budget ordinance and thereafter in accordance with the schedule in G.S. 105-360. If the effective date of the incorporation is prior to July 1, 2001, the Town may adopt a budget ordinance for fiscal year 2000-2001 without following the timetable in the Local Government Budget and Fiscal Control Act but shall follow the sequence of actions in the spirit of the act insofar as practical. No ad valorem taxes may be levied for the 2000-2001 fiscal year.

**SECTION 3.** This act is effective when it becomes law.

**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2001**

**S**

**2**

**SENATE BILL 24  
State and Local Government Committee Substitute Adopted 3/5/01**

Short Title: West Norman Incorporation.

(Local)

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Sponsors:

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Referred to:

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February 1, 2001

**A BILL TO BE ENTITLED  
AN ACT TO INCORPORATE THE TOWN OF WEST NORMAN SUBJECT TO A  
REFERENDUM.**

The General Assembly of North Carolina enacts:

**SECTION 1.** A Charter for the Town of West Norman is enacted to read:

"CHARTER OF THE TOWN OF WEST NORMAN.

"ARTICLE I.

"INCORPORATION AND CORPORATE POWERS.

"Section 1.1. **Incorporation and Corporate Powers.** The inhabitants of the Town of West Norman are a body corporate and politic under the name 'Town of West Norman'. The Town of West Norman has all the powers, duties, rights, privileges, and immunities conferred and imposed on cities by the general laws of North Carolina.

"ARTICLE II.

"CORPORATE BOUNDARIES.

"Section 2.1. **Town Boundaries.** Until modified in accordance with law, the boundaries of the Town of West Norman are as follows:

Starting at the center of the Catawba River Bridge and the north right-of-way of Highway 73 and the east boundary of Lincoln County, west along the north right-of-way of Highway 73 to the intersection of South Pilot Knob Road; southwest along the northwest right-of-way of South Pilot Knob Road to the intersection of the Boundary of Waterside Crossing property; south along the boundary line of Waterside Crossing property south of South Pilot Knob Road to the southwest corner of Waterside Crossing property and the northwest right-of-way of South Pilot Knob Road; southwest along the northwest right-of-way of South Pilot Knob Road to the intersection of South Little Egypt Road; thence northwest along the northeast right-of-way of South Little



Egypt Road crossing Highway 16 to the southeast intersection of Oxford Hunt property and South Little Egypt Road; southwest along the boundary of Oxford Hunt property to include all Oxford Hunt property southwest of South Little Egypt Road and back to the intersection of the west side of Oxford Hunt property and the northeast right-of-way of South Little Egypt Road, then northwest along the northeast right-of-way of South Little Egypt Road to the intersection of the north right-of-way of Highway 73 thence west along the north right-of-way of Highway 73 to the intersection of Schronce Road and Highway 73; thence, northeast along the southeast right-of-way of Schronce Road to Ingleside Farm Road to the intersection of Schronce Road and the northeast right of way on North Ingleside Farm Road. Thence northwest along the northeast right-of-way of North Ingleside Farm Road to the intersection of the Michael R. Newsom property line. Thence along the north side of this property line to Snyder Creek, north along Snyder Creek to the point where the Edward H. Knox property joins Snyder Creek. Northwest, then northeast along the Edward H. Knox property line to Kidville Road and the intersection of Kidville Road and the Kidville Road-N.C. 16 Bypass LLC property line. Then northwest, northeast and southeast along the Kidville Road-N.C. 16 Bypass LLC property line to the St. James United Methodist Church property line. Then along this line to southeast right-of-way of St. James Church Road. North along east right-of-way of St. James Church Road to the intersection with the Catawba Springs Hunters Club property. Then east, south, northeast and south along the Catawba Springs Hunters Club property to the intersection with the CSX Railroad. Then north along the CSX Railroad right-of-way to the S.A. Howard Jr. property, east along this property line and across Highway 16 east right-of-way. North along the Highway 16 east property line to the south right-of-way of Webbs Road right-of-way; thence along the south right-of-way of Webbs Road to the intersection of Burton Lane and Webbs Road; then north along the east right-of-way of Burton Lane to the intersection of Burton Lane and the northwest corner of Crescent Resources property; thence east along the north boundary of Crescent Resources property to the east boundary of Lincoln County in Lake Norman; thence south along the east boundary of Lincoln County in Lake Norman to include the Cowans Ford Hydroelectric Plant and south to the starting point at the east boundary of Lincoln County and the north right-of-way of Highway 73 on the Catawba River Bridge.

### "ARTICLE III.

#### "GOVERNING BODY.

"Section 3.1. **Structure of Governing Body; Number of Members.** The governing body of the Town of West Norman is the Town Council, which shall have five members and the Mayor.

"Section 3.2. **Temporary Officers.** Until the initial elections of 2003 provided for by Section 4.1 of this Charter, Larry Olmsted is hereby appointed Mayor, and Jack G. McCachern, Thomas McGuire, Gregory H. Coffey, Leonard McPherson, and Celeste I. Renaldo are appointed members of the Town Council. They shall possess and exercise the powers granted to the governing body until their successors are elected or appointed and qualified pursuant to this Charter. If any person named in this section is unable to

serve, the remaining temporary officers shall, by majority vote, appoint a person to serve until the regular municipal elections are held in 2003.

"Section 3.3. **Manner of Electing Town Council; Term of Office.** The qualified voters of the entire Town shall elect the members of the Town Council and, except as provided in this section, they shall serve four-year terms. In 2003, the three candidates receiving the highest numbers of votes shall be elected to four-year terms and the two candidates receiving the next highest numbers of votes shall be elected to two-year terms. In 2005, and quadrennially thereafter, two members shall be elected to four-year terms. In 2007, and quadrennially thereafter, three members shall be elected to four-year terms.

"Section 3.4. **Manner of Electing Mayor; Term of Office.** The qualified voters of the entire Town shall elect the Mayor. In 2003, and biennially thereafter, the Mayor shall be elected for a term of two years.

"ARTICLE IV.

"ELECTIONS.

"Section 4.1. **Conduct of Town Elections.** Elections shall be conducted on a nonpartisan basis and results determined by a plurality as provided in G.S. 163-292.

"ARTICLE V.

"ADMINISTRATION.

"Section 5.1. **Town to Operate Under Council-Manager Plan.** The Town shall operate under the Council-Manager form of government as provided in Part 2 of Article 7 of Chapter 160A of the General Statutes."

**SECTION 2.(a)** The whole or any portion of the Denver Fire Protection District and the East Lincoln Fire Protection District that is located within the boundaries of the Town of West Norman upon the effective date of this act shall remain a fire protection district or portion of a fire protection district and the district or portion shall be subject to G.S. 69-25.4 authorizing the Lincoln County Board of Commissioners to levy and collect a tax in the district or portion for the purpose of furnishing fire protection therein.

**SECTION 2.(b)** G.S. 69-25.15 shall not apply to the Town of West Norman.

**SECTION 2.(c)** Upon the adoption of an ordinance by the governing body of the Town of West Norman finding that the Town is able to establish a fire and rescue department staffed either by volunteers or by full-time professional employees, or to otherwise adequately provide for fire protection and rescue services, the whole or any portion of the Denver Fire Protection District and the East Lincoln Fire Protection District that is located within the boundaries of the Town of West Norman shall immediately cease to be a fire protection district or portion of a fire protection district and the district or portion shall no longer be subject to G.S. 69-25.4. Any ordinance adopted under this subsection shall become effective on the first day of July which is more than 60 days after adoption of the ordinance.

**SECTION 3.** From and after the effective date of this act, the citizens and property in the Town of West Norman shall be subject to municipal taxes levied for the

year beginning July 1, 2001. For that purpose the Town shall obtain from Lincoln County a record of property in the area herein incorporated which was listed for property taxes as of January 1, 2001. The Town may adopt a budget ordinance for fiscal year 2001-2002 without following the timetable in the Local Government Budget and Fiscal Control Act but shall follow the sequence of actions in the spirit of the act insofar as is practical. For fiscal year 2001-2002, ad valorem taxes may be paid at par or face amount within 90 days of adoption of the budget ordinance and thereafter in accordance with the schedule in G.S. 105-360. If the effective date of the incorporation is prior to July 1, 2001, the Town may adopt a budget ordinance for fiscal year 2000-2001 without following the timetable in the Local Government Budget and Fiscal Control Act but shall follow the sequence of actions in the spirit of the act insofar as practical. No ad valorem taxes may be levied for the 2000-2001 fiscal year.

**SECTION 4.** The Lincoln County Board of Elections shall conduct an election on a date set by the Board, to be not less than 60 nor later than 120 days after this act becomes law, for the purpose of submission to the qualified voters for the area described in Section 2.1 of the Charter of the Town of West Norman the question of whether or not the area shall be incorporated as the Town of West Norman. Registration for the election shall be conducted in accordance with G.S. 163-288.2.

**SECTION 5.** In the election, the question on the ballot shall be:

" ☐ FOR      ☐ AGAINST

Incorporation of the Town of West Norman".

**SECTION 6.** In the election, if a majority of the votes are cast "For the Incorporation of the Town of West Norman", Sections 1 through 3 of this act shall become effective on the date that the Lincoln County Board of Elections certifies the results of the election. Otherwise, Sections 1 through 3 of this act shall have no force and effect.

**SECTION 7.** This act is effective when it becomes law.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NC,  
OPPOSING THE INCORPORATION OF THE PROPOSED TOWN OF ROCKFISH**

WHEREAS, the Rockfish Community Board has proposed incorporation of an area that would be known as the Town of Rockfish, in the eastern part of Hoke County; and

WHEREAS, the proposed Town of Rockfish would be adjacent to the City of Fayetteville; and

WHEREAS, the proposed Town of Rockfish would be in an area that is within five miles of the corporate limits of the City of Fayetteville; and

WHEREAS, the Joint Legislative Commission on Municipal Incorporations may not make a positive recommendation regarding the incorporation unless the neighboring city expresses its approval of the incorporation; and

WHEREAS, the Rockfish Community Board has asked for an endorsement from the City of Fayetteville expressing approval of the incorporation of Rockfish; and

WHEREAS, the City of Fayetteville has concerns over the long-term impacts of the incorporation of the Town of Rockfish;

NOW, THEREFORE, the City Council of the City of Fayetteville hereby opposes the incorporation of the proposed Town of Rockfish.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF FAYETTEVILLE

BY: \_\_\_\_\_  
Mitch Colvin, Mayor

ATTEST:

\_\_\_\_\_  
PAMELA MEGILL, City Clerk

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-712

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**Agenda Date:** 3/25/2019

**Version:** 2

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Consent

**Agenda Number:** 6.04

**TO:** Mayor and Members of City Council

**THRU:** David W. Trego, Fayetteville PWC CEO/General Manager

**FROM:** Fayetteville Public Works Commission

**DATE:** March 25, 2019

**RE:**

**Phase 5 Annexation Utility Improvement Project Area 22 and Area 23 Resolution  
Directing Project be Undertaken Adopted**

**COUNCIL DISTRICT(S):**

6

**Relationship To Strategic Plan:**

High Quality Built Environment - Neighborhood and Infrastructure

**Executive Summary:**

Adopting the Resolution Directing the Project be Undertaken Adopted is part of the statutory requirement process for providing sewer within Phase 5 Annexation Utility Improvement Project areas.

**Background:**

As part of the statutory requirements for annexation procedures, City Council approved Resolution Number R2019-005 in their meeting on January 28, 2019. A Public Hearing was held on March 18, 2019 to hear public comment regarding the project. The next step is to adopt the Resolution Directing Construction of Area 22 and Area 23 of the Phase 5 Annexation Utility Improvement Project be Undertaken.

**Issues/Analysis:**

N/A

**Budget Impact:**

N/A

**Options:**

N/A

**Recommended Action:**

Staff recommends Council move to adopt the attached Resolution Directing Construction of Area 22 and Area 23 of the Phase 5 Annexation Utility Improvement Project be Undertaken.

**Attachments:**

Resolution Directing Project be Undertaken Adopted

**RESOLUTION DIRECTING CONSTRUCTION OF AREAS 22 AND 23 OF THE PHASE 5 ANNEXATION UTILITY IMPROVEMENT PROJECT BE UNDERTAKEN**

**WHEREAS**, on the 28<sup>th</sup> day of January, 2019 the City Council of the City of Fayetteville, North Carolina, adopted a Preliminary Assessment Resolution Providing for the Extension of its Sanitary Sewer Collection System, and where necessary, a Water Distribution System in All or Portions of the Streets Within Areas 22 and 23 of the Phase 5 Annexation Listed on Exhibit “A”.

**WHEREAS**, the required public hearing has been held after due notice to the public and to the owners of the affected real property.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Fayetteville, North Carolina that after careful study and consideration of the matter and of all pertinent facts and circumstances, including engineering and planning studies and advice, and in the exercise of its best legislative judgment, the City Council of Fayetteville, North Carolina finds as fact that:

1. The public interest, safety, convenience, and general welfare requires the extension of the sanitary sewer collection system and/or water distribution system into all or a portion of the streets as described on Exhibit “A”;
2. The resolution and order adopted at its meeting on the 28<sup>th</sup> day of January, 2019 by the City Council of the City of Fayetteville, North Carolina having been duly published on the 1<sup>st</sup> day of March, 2019 in the Fayetteville Observer, a newspaper published in the City of Fayetteville, North Carolina, giving notice of a meeting of the City Council to be held in Council Chambers of City Hall at 7 p.m., on the 18<sup>th</sup> day of March, 2019 when all objections to the legality of making the proposed improvements were to be made in writing, signed in person or by attorney, filed with the Clerk of the City of Fayetteville at or before said time, and that any objections not so made would be waived and objections to the legality as well as to the policy or expediency of the making of said improvements have not been filed or made (or having been filed or made which objections were duly considered by said City Council and none of said objections were sustained);

3. The property abutting said streets will be benefitted by the extension of such sanitary sewer collection system and/or water distribution system to the extent of the part of the cost thereof to be assessed as stated below against such abutting property.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, DOES ORDER THAT:**

The sanitary sewer collection system and/or water distribution system shall be installed in all of the street portions to be specifically assessed upon the property receiving benefit of the water and sanitary sewer extension in the amount of \$5,000 for what is described as single family residential parcels requiring one sewer and/or water service lateral with remaining property being assessed at an equal rate of \$55.56 per foot of road frontage but not less than ninety (90) feet plus the average cost for service laterals as may be installed for the benefit of the non-single family residential parcels. Said assessments to be paid after completion of such work and within thirty (30) days after notice of the assessments in cash with no interest or in equal annual installments over a term of ten (10) years bearing annual interest at a rate not to exceed eight percent (8%) payable annually.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA** on this, the \_\_\_\_ day of \_\_\_\_\_, 2019; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

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Mitch Colvin, Mayor

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Pamela J. Megill, City Clerk



**EXHIBIT “A”****Page 1 of 1****Construction Area 22 – Arran Lakes West & Emerald Gardens Subdivision - Sewer Only**

<b>Street Names</b>	<b>From Intersection</b>	<b>To Intersection</b>
Fisher Road	Strickland Bridge Road southwardly to Lakeway Drive	To Lakeway Drive
Honeysuckle Drive	Area 17 Boundary southwardly to Kenmore Drive	Kenmore Drive
Kenmore Drive	Vineyard Drive westwardly to Fisher Road	Fisher Road
Nordic Drive	Cul-de-sac to Fisher Road	Fisher Road
Vineyard Drive	Area 17 Boundary southwardly to dead end	To street end

**Construction Area 23 – Section I – Rayconda Subdivision – Water & Sewer**

<b>Street Names</b>	<b>From Intersection</b>	<b>To Intersection</b>
Alameda Drive	Galax Drive eastwardly to Rayconda Road	Rayconda Road
Ancon Drive	Bedloe Street eastwardly to Pinewood Terrace	Pinewood Terrace
Bedloe Street	Ancon Drive southwardly to end	To street end
Fairforrest Drive	Greendale Drive westwardly to Rayconda Road	Rayconda Road
Galax Drive	Siple Avenue northwardly to end	To street end
Greendale Drive	Oakview Drive north westwardly to cul-de-sac	To street end
Pinewood Terrace	Ancon Drive southwardly to end	To street end
Rayconda Road	Brookgreen Drive southwardly to end	To street end
Siple Avenue	Bedloe Street north eastwardly to Pinewood Terrace	Pinewood Terrace
Siple Avenue	Rayconda Road westwardly to Galax Drive	Galax Drive

**Construction Area 23 – Section II – Wells Place – Sewer Only**

<b>Street Names</b>	<b>From Intersection</b>	<b>To Intersection</b>
Beta Street	Graham Road westwardly to Penrose Drive	Penrose Drive
Coleridge Drive	Greendale Drive eastwardly to Merrimac Drive	Merrimac Drive
Columbia Drive	Manassas Street southwardly to end	To street end
Crossway Drive	Coleridge Drive southwardly to end	To street end
Graham Road	Vara Drive northwardly to Manassas Street	Manassas Street
Greendale Drive	Coleridge Drive southwardly to end	To street end
Manassas Street	Graham Road westwardly to Merrimac Drive	Merrimac Drive
Merrimac Drive	Manassas Street southwardly to end	To street end
Partridge Court	Beta Street southwardly to end	To street end
Partridge Drive	Manassas Street southwardly to end	To street end
Penrose Drive	Beta Street southwardly to end	To street end
Raeford Road	Skateway Drive eastwardly to Graham Road	Graham Road
Silverstone Court	Graham Road eastwardly to cul-de-sac	To street end

# City of Fayetteville

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1FAY (1329)

## City Council Action Memo

File Number: 18-701

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**Agenda Date:** 3/25/2019

**Version:** 1

**Status:** Agenda Ready

**In Control:** City Council Regular Meeting

**File Type:** Public Hearing

**Agenda Number:** 7.01

**TO:** Mayor and Members of City Council

**THRU:** Kristoff Bauer, ICMA - CM - Deputy City Manager  
Gerald Newton, AICP - Development Services Director  
Taurus Freeman - Planning & Zoning Divisional Manager

**FROM:** Craig M. Harmon, AICP, CZO - Senior Planner

**DATE:** March 25, 2019

**RE:**

**P19-05F.** The issuance of a Special Use Permit to allow outdoor storage and display in a Community Commercial Zoning District (CC) on property located at 929 Bragg Blvd. (Tax Map # 0437-17-2966) near the intersection of Bragg Blvd. and Blue St., and being the property of Peter B & John P Stewart.

**COUNCIL DISTRICT(S):**

District 2

**Relationship To Strategic Plan:**

- 2024 Goals, Goal III: High Quality Built Environment is achieved by the conditioning of the Special Use Permit to require a type D buffer between the property in question and the residentially zoned property to the west.

**Executive Summary:**

This property is currently a used car lot and auto repair garage. The owners of this property began setting up and selling storage buildings prior to receiving their Special Use Permit (SUP). They were notified by the City's Code Enforcement of the need to receive an SUP for this type of use. The requested SUP would limit the area of outdoor storage to where the applicant currently has the barn/sheds on display.

**Background:**

Owner: Peter B & John P Stewart

Applicant: Peter B & John P Stewart

Requested Action: SUP  
Property Address: 929 Bragg Blvd.  
Council District: 2  
Status of Property: Car sales lot & garage  
Size: Approximately 4.57 acres +/-  
Adjoining Land Use & Zoning:  
North - SF-10: Single-Family and Multi-Family  
South - MR-5: Single-Family Residential  
West - CC: Commercial & MR-5 Single Family Residential  
East - CC: Commercial & MR-5 Single Family Residential  
Letters Mailed: 59

Land Use Plan: Heavy Commercial

Additional Reviews:

Technical Review Committee (TRC) - No preliminary review was conducted on this site, since it is already developed.

**Issues/Analysis:**

The owner of this property wishes to allow the display and sales of utility buildings/storage barns on this property. Barn like buildings are to be sold to the public on the lot. According to the owner, they will be open from 8 am to 7 pm Monday through Saturday and all of their customers will be walk-ins. The owner wishes to line the outskirts of the dealership lot, on the west side of the property, just as they are being displayed now. This way these barns will not block incoming traffic. The units are stationary and require no maintenance or power.

The SUP must meet the following findings of facts:

**(1) The special use complies with all applicable standards in Section 30-4.C,**

**Use-Specific Standards;**

Yes, the applicant must comply with all of the following standards.

It is the intent of this Ordinance to allow the display of merchandise for sale, but not where the display of such items is unsightly, impedes the flow of pedestrian or vehicular traffic, or creates an unsafe condition. Reasonable exceptions shall be made for approved farmer's market, plant nursery, garden center and similar operations. The outdoor display/sales of goods shall comply with the following standards:

- a. Outdoor display/sales areas shall be depicted upon a site plan.
- b. All outdoor display of goods shall be located immediately adjacent to the storefront, or building sides, and not in drive aisles, loading zones, fire lanes, or parking lots.
- c. Outdoor display areas shall be limited to no more than one-half of the length of the store front or building side.
- d. In the case of a shopping center, the "storefront" shall include the entire frontage of the shopping center facade, meaning that the total amount of

display for all the in-line tenants combined shall not exceed 50 percent of the aggregate store front of the total shopping center.

- e. The area of outdoor display or sales shall not encompass the width of the entrance doors to the establishment as projected straight out from the facility. (For example, if the width of the entrance doors is ten feet, there shall be at least a ten-foot clearance from the doors as projected straight out and away from the facility.)
- f. No goods shall be attached to a building's wall surface.
- g. The height of the outdoor display shall not exceed nine feet, except in the case of live or recently cut trees or similar vegetation.
- h. The outdoor display area shall take place on an improved surface such as the sidewalk or pavement.
- i. At least five feet along the parking lot side of the display shall be maintained free of obstruction to allow for pedestrian and handicap movement, such that handicapped pedestrians and others do not have to enter the parking lot or drive aisle to walk around the display.
- j. Outdoor sales shall not include hazardous and flammable materials, such as gasoline, oil, antifreeze, kerosene, poisons, pesticides, and similar items.

**(2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands;**

Yes, with the condition that a type D Buffer be maintained where this property abuts a residential zoning district.

**(3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration;**

Yes, the proposed site plan demonstrates how this property meets the requirements of the UDO.

**(4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands;**

Yes, the proposed site plan demonstrates how this property meets the requirements of the UDO.

**(5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources;**

Yes, this property is already developed and the proposed site plan demonstrates how this property meets the requirements of the UDO.

**(6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site;**

Yes, this property is already fully developed and the proposed site plan demonstrates how this property meets the requirements of the UDO.

**(7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; and**

Yes, no documentation has been submitted showing that property values would be negatively affected.

**(8) The Special use complies with all other relevant City, State, and Federal laws and regulations.**

Yes, the applicant will be required to meet all applicable standards.

Conditions recommended by the Zoning Commission and Planning Staff.

1. Compliance with the attached site map, with final review and approval by the TRC.
2. Construct and maintain a type D Buffer where this property abuts a residential zoning district.

On February 12th, the City Zoning Commission held a public hearing regarding this case. There was one speaker in favor and none in opposition to this application. The Commission voted 5-0 to recommend approval.

The Zoning Commission and Planning staff recommend APPROVAL of the proposed SUP based on:

- This proposed SUP implements the policies adopted in the Unified Development Ordinance;
- The uses permitted by the proposed SUP will be appropriate in the Community Commercial (CC) district, which allows for heavy commercial activity and the outdoor display of goods;
- The proposed SUP ensures that new development is compatible with the 2010 Land Use Plan and Bragg Boulevard Land Use Plan;
- There are no other factors which will substantially affect the public health, safety, morals, or general welfare.

**Budget Impact:**

This action should result in no increase in City services.

**Options:**

- 1) Approval of the SUP with any conditions listed above (Recommended).
- 2) Approval of the SUP with additional conditions.
- 3) Approval of the SUP without conditions.
- 4) Denial of the SUP

**Recommended Action:**

OPTION 1

I move to APPROVE the Special Use Permit (SUP) to allow outdoor display and storage on the portion of the subject property that is depicted on the attached site map, as presented by staff, based on the standards of the City's development code and the evidence presented during this hearing. And that the application is consistent with applicable plans because: (1) the development is located in a Community Commercial district and (2) that this use complies with the findings listed below and (3) the proposed permit is in the public interest because the proposed SUP does fit with the character of

the area.

[Applicable to Motion to Approve] If approved, this Special Use Permit shall become effective ten days after its approval by the City Council, which is April 4, 2019. The SUP shall expire one year from its effective date if a building permit is not issued within that time.

\*For a motion to approve, all eight findings below must be met.

- (1) The special use will comply with all applicable standards in Section 30-4.C, Use-Specific Standards; [insert supporting facts]
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands; [insert supporting facts]
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration; [insert supporting facts]
- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands; [insert supporting facts].
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources; [insert supporting facts]
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site; [insert supporting facts].
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; [insert supporting facts]
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations. [insert supporting facts]

## OPTION 2

I move to DISAPPROVE the Special Use Permit (SUP) to allow outdoor display and storage on the subject property, as presented by staff, based on the standards of the City's development code and the evidence presented during this public hearing. And that the application does not meet the finding(s) of fact listed below. More specifically finding(s) #\_\_\_\_.]

[Applicable to Motion to Deny] If denied this action shall become effective ten days after its denial by the City Council, which is April 4, 2019.

\* For a motion to deny only one of the findings shown below needs to not apply.

- (1) The special use will comply with all applicable standards in Section 30-4.C, Use-Specific Standards; [insert supporting facts]
- (2) The special use is compatible with the character of surrounding lands and the uses permitted in the zoning district(s) of surrounding lands; [insert supporting facts]
- (3) The special use avoids significant adverse impact on surrounding lands regarding service delivery, parking, loading, odors, noise, glare, and vibration; [insert supporting facts]

- (4) The special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands; [insert supporting facts].
- (5) The special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources; [insert supporting facts]
- (6) The special use maintains safe ingress and egress onto the site and safe road conditions around the site; [insert supporting facts].
- (7) The special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district; [insert supporting facts]
- (8) The special use complies with all other relevant City, State, and Federal laws and regulations. [insert supporting facts]

**Attachments:**

- 1. Aerial Map
- 2. Zoning Map
- 3. Land Use Plan Map
- 4. Application
- 5. Site Map
- 6. Subject Property Photos
- 7. Surrounding Properties photos



**Aerial Notification Map**  
Zoning Commission 02/12/2019

Request:  
SUP

Location:  
929 Bragg Blvd

Pin:  
0437-17-2966



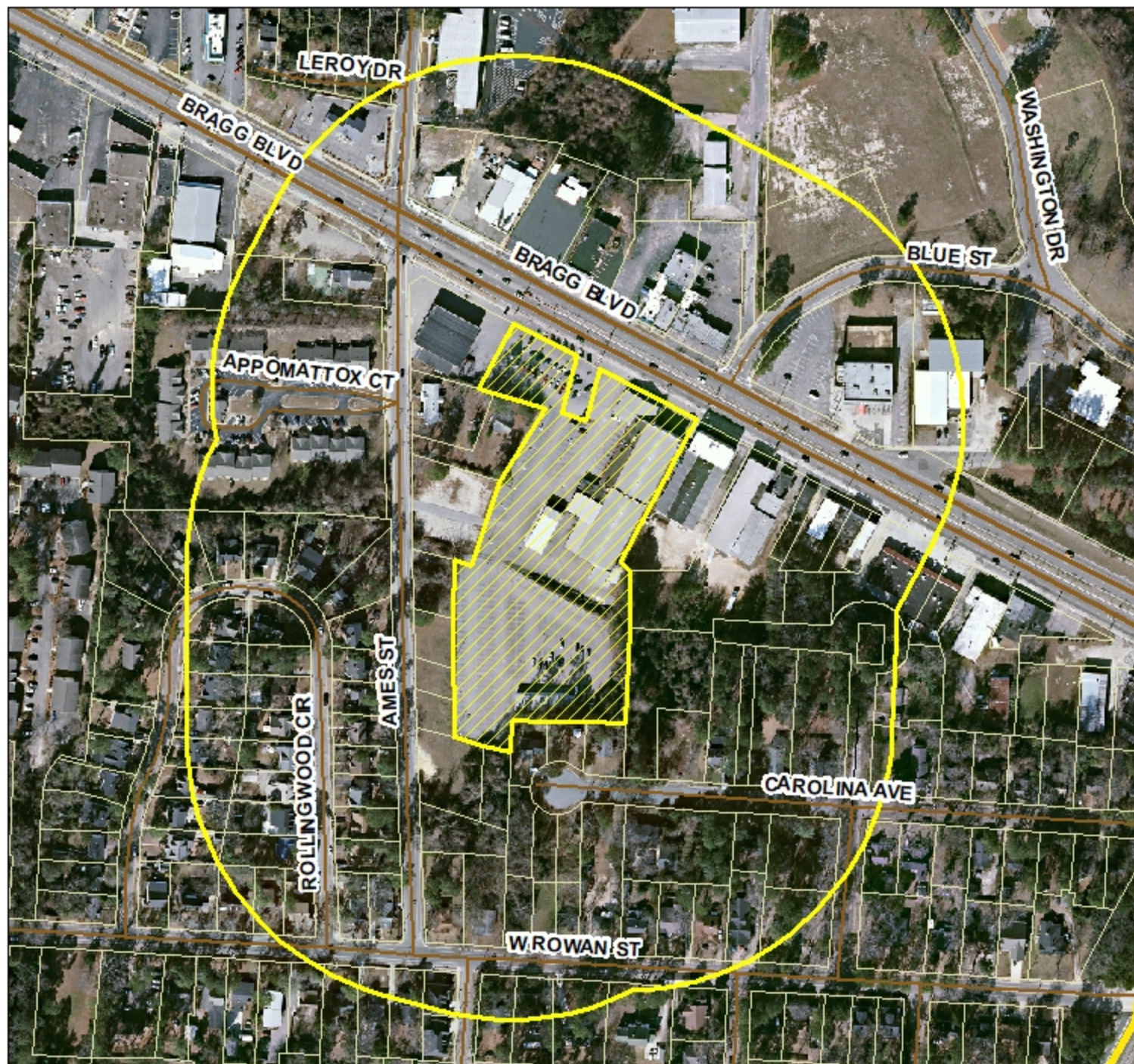
- Buffer
- P19-05F

**Streets**

- EXPRESSWAY
- LOCAL
- MAJOR
- RAMP
- SOIL



Letters are being sent to all property owners within the 500' buffer. Subject property is shown in hatched pattern.





**Zoning Map**  
Zoning Commission 02/12/2019

Request:  
SUP

Location:  
929 Bragg Blvd

Pin:  
0437-17-2966



**Legend**



P19-05F

**Streets**

— LOCAL

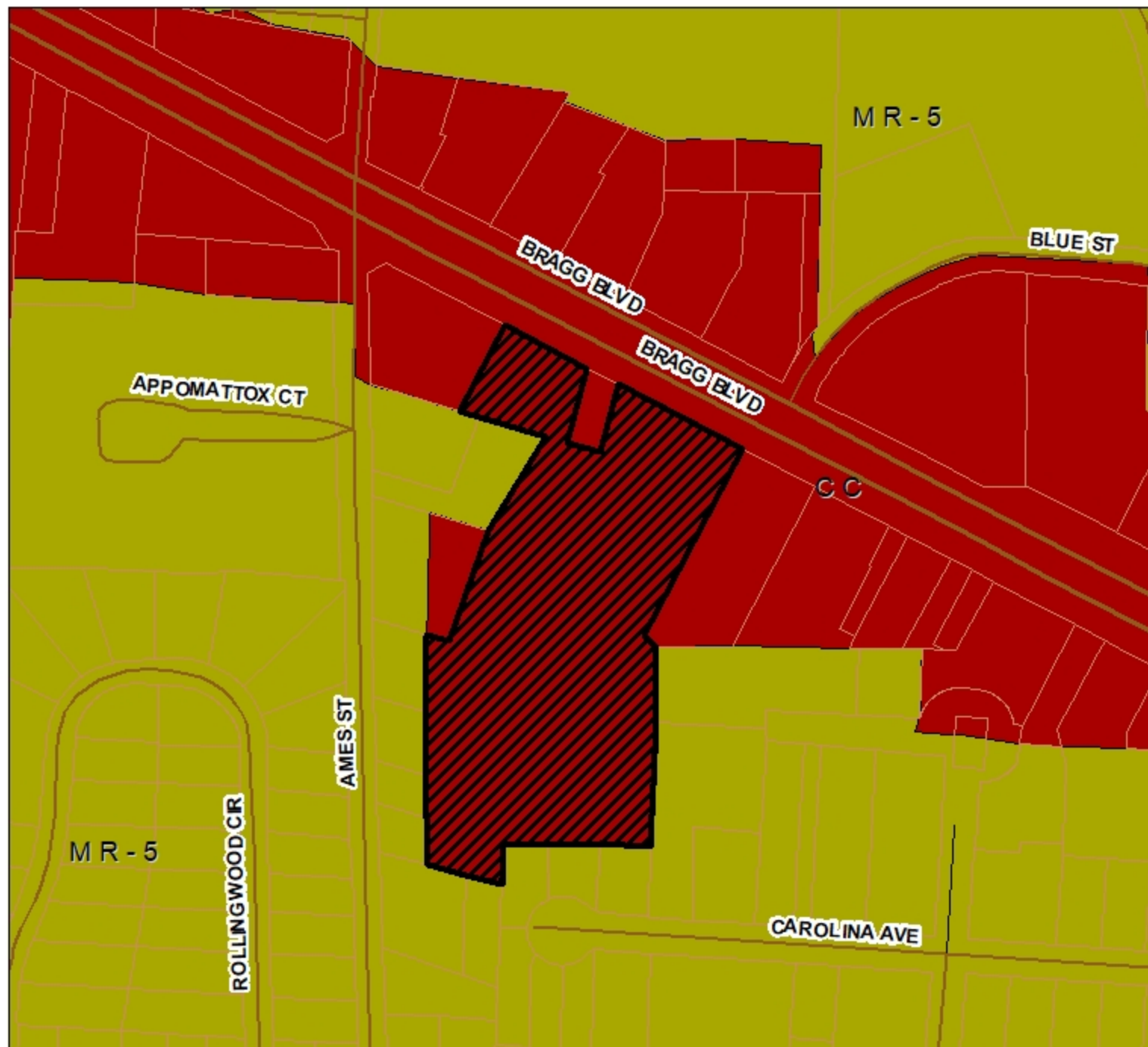
— MAJOR

— SOIL

**Zoning**

■ CC

■ MR-5



# Zoning Map

Zoning Commission 02/12/2019

Request:  
SUP

Location:  
929 Bragg Blvd

Pin:  
0437-17-2966



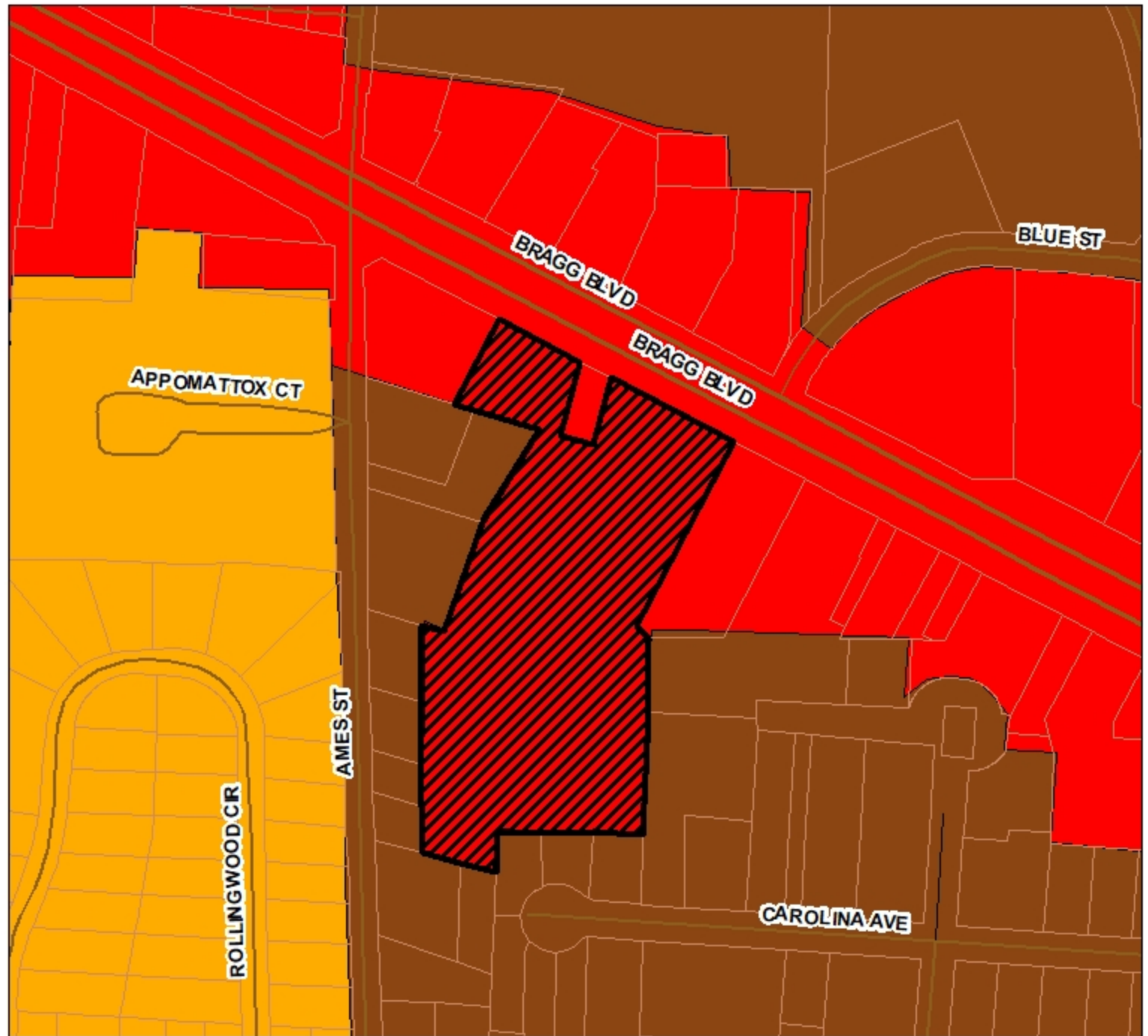
## Legend



### Streets

- LOCAL
- MAJOR
- SOIL

- Medium Density Residential
- High Density Residential
- Heavy Commercial





## 5.3) Special Use Plan Review

City of Fayetteville

433 Hay St | Fayetteville, NC 28301

P: (910) 4331992 | F: (910) 4331948 | E: mayor@ci.fay.nc.us

## Project Overview

**Project Title:** Old Hickery Buildings**Jurisdiction:** City of Fayetteville**Application Type:** 5.3) Special Use Plan Review**State:** NC**Workflow:** Staff Review**County:** Cumberland

## Project Location

**Project Address or PIN:** 929 BRAGG BLVD FAYETTEVILLE, NC 28301 (Unverified)

## GIS Verified Data

**Property Owner:****Acreage:****Zoning District:****Subdivision Name:**

## Written Description of Special Use

**A) Provide a written description of the proposed special use, including summary of existing uses and the proposed use/activity in detail. Also include hours and days of operation, number of employees, number of clients, etc.:**

Barn like buildings are to be sold to the public on our lot. We are open from 8am to 7 pm Monday through Saturday. Our customers are all walk ins.

**B) Please provide a description of the Zoning District designations and existing uses on adjacent properties, including across the street.:** We use our vehicle dealership lot

as a location for the sheds. They are lined up against the outskirts of the property. Next to our lot is "Brantley Electric Supply".

Across the street from our location is an empty gentleman's club.

## Special Use Justification. Answer all questions in this section (upload additional sheets as needed).

**Indicate how the special use complies with all applicable use-specific standards in the City Code of Ordinances.:**

These sheds are lined on the outskirts of the dealership lot. It does not block incoming traffic, they are stationary and require no maintenance or power.

**Indicate how the special use avoids significant adverse impact on surrounding lands regarding service delivery, parking and loading, odors, noise, glare, and vibration.:**

These sheds are lined on the outskirts of the dealership lot. It does not block incoming traffic, they are stationary and require no maintenance or power. There is no noise or vibration.

**Explain how the special use avoids significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.:** These sheds are lined

on the outskirts of the dealership lot. It does not block incoming traffic, they are stationary and require no maintenance or power.

**Demonstrate how the special use allows for the protection of property values and the ability of neighboring lands to develop the uses permitted in the zoning district.:** These

**Describe how the special use is compatible with the character and uses permitted in the zoning district(s) of surrounding lands.:** These sheds are lined on the outskirts of the

dealership lot. It does not block incoming traffic, they are stationary and require no maintenance or power.

**Demonstrate how the special use is configured to minimize adverse effects, including visual impacts of the proposed use on adjacent lands.:** These sheds are lined up neatly

against the property and do not block traffic or other personal property.

**Indicate how the special use maintains safe ingress and egress onto the site and safe road conditions around the site.:** These sheds are lined on the outskirts of the dealership lot. It

does not block incoming traffic, they are stationary and require no maintenance or power.

**The special use complies with all other relevant City, State, and Federal laws and regulations.:** Yes

sheds are lined on the outskirts of the dealership lot. It does not block incoming traffic, they are stationary and require no maintenance or power. They can however be moved around the lot very easily.

### Primary Contact Information

**Project Contact - Agent/Representative**

Rysa cota

929 Bragg Blvd Suite 1

Fayetteville, NC 28312

P:9107093782

[freedommotorsfa@gmail.com](mailto:freedommotorsfa@gmail.com)

**Indicate which of the following project contacts should be included on this project:**

**Property Owner**

Albert Lopez

Freedom Motors of Fayetteville

929 Bragg Blvd Suite 1

fayetteville, NC 28301

P:9106768601

[freedommotorsfa@gmail.com](mailto:freedommotorsfa@gmail.com)

**NC State License Number:**

**As an unlicensed contractor, I am aware that I cannot enter into a contract that the total amount of the project exceeds \$30,000. :**



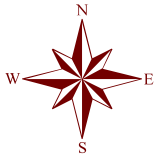
## Site Plan

Zoning Commission 02/12/2019

Request:  
SUP

Location:  
929 Bragg Blvd

Pin:  
0437-17-2966



### Legend

#### Streets

- LOCAL
- MAJOR



Letters are being sent to all property owners within the 500' buffer. Subject property is shown in hatched pattern.





## Subject Property



## Surrounding Properties

