

**REVISED**  
**GOLDSBORO CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY, DECEMBER 4, 2023**

*(Please turn off, or silence, all cellphones upon entering the Council Chambers)*

- I. WORK SESSION-5:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER STREET**
  - 1. ROLL CALL**
  - 2. ADOPTION OF THE AGENDA**
  - 3. OLD BUSINESS**
  - 4. NEW BUSINESS**
    - a. Boards and Commission Vacancies (City Clerk)
- II. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER STREET**

Invocation (Archbishop Anthony Slater)  
Pledge of Allegiance
- III. ROLL CALL**
- IV. APPROVAL OF MINUTES**
  - A. Minutes of the Work Session and Regular Meeting of November 20, 2023
- V. PRESENTATIONS**
  - B. Evergreen Garden Club Recognition
- VI. PUBLIC HEARINGS**
  - C. Z-17-23 Belfast Road Operations Center / Duke Energy Progress conditional rezoning from Residential 16 (R-16), General Business (GB) and General Industrial (I-2) to General Industry (I-2) Conditional Zoning District – North side of Belfast Road, adjacent to, and east of, Interstate Highway 795 (Planning)
  - D. Z-18-23 Borden Mills Lofts Residential (R-6) and General Industrial (I-2) to Residential (R-6) Conditional Zoning District – Northeast and Northwest side of the intersection of Royal Avenue and North William Street (Planning)
- VII. PUBLIC COMMENT PERIOD**
- VIII. CONSENT AGENDA ITEMS**
  - E. Municipal Ordinance to Repeal Speed Limits and Request for Concurrence for a Section of Thoroughfare Road (Engineering)
  - F. Replastering Mina Weil Pool (Parks and Recreation)
- IX. ITEMS REQUIRING INDIVIDUAL ACTION**
- X. DEPARTING COMMENTS**
- XI. ORGANIZATIONAL ACTIONS**
  - G. Administering of Oaths of Office
  - H. Selection of Mayor Pro Tem (Mayor)
- XII. CITY MANAGER'S REPORT**
- XIII. CEREMONIAL DOCUMENTS**
  - I. Resolution Commending and Expressing Appreciation to Greg Batts for Serving as Goldsboro City Councilmember for 1 Year
  - J. Resolution Commending and Expressing Appreciation to Bill Broadaway for Serving as Goldsboro City Councilmember for 11 Years
  - K. Resolution Commending and Expressing Appreciation to David Ham for Serving as Goldsboro City Councilmember for 8 Years
- XIV. MAYOR AND COUNCILMEMBERS' COMMENTS**
- XV. CLOSED SESSION**
- XVI. ADJOURN**

MINUTES OF THE MEETING OF THE GOLDSBORO CITY COUNCIL  
NOVEMBER 20, 2023

**WORK SESSION**

The City Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on November 20, 2023.

**Call to Order.** Mayor Ham called the meeting to order at 5:00 p.m.

**Roll Call.**

Present: Mayor David Ham, Presiding  
Mayor Pro Tem Brandi Matthews  
Councilwoman Hiawatha Jones  
Councilman Bill Broadaway  
Councilman Charles Gaylor, IV  
Councilman Greg Batts

Also Present: Tim Salmon, City Manager  
Matt Livingston, Assistant City Manager  
Ron Lawrence, City Attorney  
Laura Getz, City Clerk

**Adoption of the Agenda.** Mayor Ham requested to add an item for the Downtown Lights Up reschedule request to the consent agenda as Item K and removed the Kiwanis Miniature Train Update from the work session. Upon motion of Councilman Broadaway, seconded by Councilwoman Jones, and unanimously carried, Council adopted the amended agenda.

**Old Business.**

**FY21-22 Audit.**

Chad Cook with FORVIS shared information regarding the audit report and that the financial statements will be submitted to the LGC tomorrow. He shared there were no financial performance audit indicators and Council would receive the audit tomorrow.

Mayor Ham asked about the audit delay. Mr. Cook shared when they started the audits in FY19, they came across a lot of things that needed correcting including five or six things they had to restate from the FY18 statements. The FY19 audit took over a year to complete and the FY20 and the FY21 audit was started late. He stated the FY23 audit should be submitted before the end of the current fiscal year.

Council and the city manager discussed the audit. City Manager Salmon shared he would ask the current council to sign the financial performance indicators letter to the LGC.

**New Business.**

**2024 Goldsboro City Council Meeting Dates.**

Laura Getz, City Clerk, shared information regarding the proposed council meeting dates and will bring an item back to the next meeting to adopt the calendar after individual discussion with council members regarding retreat dates.

**Consent Agenda Review.** Items D - K on the consent agenda were reviewed. Further discussion included the following:

**Item E. Ordinance establishing the City of Goldsboro Cemetery Perpetual Care Trust Fund (1113).**

Councilman Broadaway asked about trust funds. Ms. Gwynn shared there is a cemetery trust fund in the general fund that is not separate and apart. The current item is a separate fund.

**Item H. Goldsboro Christmas Parade – Temporary Street Closure.** Chief West presented the item and shared there is a typo in the memo under parking restrictions. It should read, no parking allowed on Center Street from Pine Street to Ash Street instead of no parallel parking. The memo should also be corrected to read, all traffic stopped at 3:00 p.m. instead of a.m. Mayor Ham shared concerns regarding downtown merchants not being made aware of street closings due to events. He asked that Downtown Development notify merchants of all street closings/events in advance.

**Closed Session.**

Councilman Broadaway made a motion to go into Closed Session for Personnel and Litigation. The motion was seconded by Councilman Batts and unanimously carried.

After the Closed Session was held, Council came out of Closed Session and back into Open Session.

Mayor Ham recessed the meeting at 6:53 p.m.

**CITY COUNCIL MEETING**

The City Council of the City of Goldsboro, North Carolina, met in Regular Session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on November 20, 2023.

Mayor Ham called the meeting to order at 7:00 p.m.

Pastor Stanley Kelly with Fellowship Baptist Church provided the invocation. The Pledge of Allegiance followed.

**Roll Call.**

Present: Mayor David Ham, Presiding  
Mayor Pro Tem Brandi Matthews  
Councilwoman Hiawatha Jones  
Councilman Bill Broadaway  
Councilman Charles Gaylor, IV  
Councilman Greg Batts

Also Present: Tim Salmon, City Manager  
Matt Livingston, Assistant City Manager  
Ron Lawrence, City Attorney  
Laura Getz, City Clerk

**Presentations.**

**Recognizing Goldie Smith for Service on the HACG for More Than 18 Years.** Mayor Ham read a certificate of appreciation for Ms. Goldie Smith.

**Public Hearings.**

**Citizen Participation Plan Amendment – Public Hearing. *Public Hearing Held.*** Felecia Williams, Community Relations and Development Director presented the following public hearing information.

On August 8, 2022, through August 12, 2022, the City underwent a HUD monitoring of its FY19 & FY20 CDBG program. HUD conducted a review of the City’s Citizen Participation Plan to determine the City’s compliance with the requirements at 24 CFR Part 91, Subpart B and determined that the City’s Citizen Participation Plan substantially met the requirements of 24 CFR 91.105 with the exception that it did not include a definition of predominantly low-and-moderate income neighborhoods. As a result of the review, the City was issued a finding with an accompanying Required Corrective Action.

The amended Citizen Participation Plan was made available to the public on November 2, 2023. A required thirty (30) day comment period was executed on November 2, 2023, and runs through December 1, 2023. A public hearing is scheduled for this evening, November 20, 2023, before the Goldsboro City Council.

The public hearing and the availability of the amended plan for public review and comment, were duly advertised in the Goldsboro News-Argus, as well as on the City’s website on November 2, 2023. Copies of the amended plan were also made available for public review and comment at City Hall’s Reception Desk, Mayor and City Manager’s Office, Community Relations & Development Department, Wayne County Public Library, and the Housing Authority of the City of Goldsboro on November 2, 2023.

At the conclusion of the 30-day public review and comment period, Community Relations & Development will submit the amended plan to HUD.

Mayor Ham opened the public hearing. No one spoke and the public hearing was closed.

There is no action needed by the Council at this time.

**Public Comment Period.** Mayor Ham opened the public comment period. The following person spoke:

- 1. Phyllis Merritt-James shared comments regarding homes for the homeless.

No one else spoke and the public comment period was closed.

**Consent Agenda – Approved as Recommended.** City Manager Salmon presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote. Councilman Batts moved the items on the Consent Agenda, Items D - K be approved as recommended by the City Manager and staff. The motion was seconded by Councilman Gaylor and a roll call vote resulted in all members voting in favor of the motion.

The items on the Consent Agenda were as follows:

**Resolution Approving Application for Funding Offered by the NCDEQ Division of Water Infrastructure for the Lead and Copper Inventory Project. *Resolution Adopted.*** The item was presented by Jonathan Perry, Engineering Project Manager.

The Environmental Protection Agency (EPA) overhauled the 1991 Lead and Copper Rule and issued the final Lead and Copper Rule Revisions (LCRR) which went into effect December 16, 2021. All water systems must complete certain tasks before the October 16, 2024 deadline which include developing an inventory of all service lines, including public-side and private-side materials, and making that publicly available.

This fall, the NCDEQ Division of Water Infrastructure is hosting a funding round for the Clean Water State Revolving Fund, and Drinking Water State Revolving Fund programs. Applications are due by December 12, 2023.

Staff has identified the Lead and Copper Inventory Project for obtaining assistance through DEQ funding. Funding requests for the Lead and Copper Inventory Project requires the adoption of a resolution authorizing the City Manager to execute and file an application on behalf of the City of Goldsboro. Any grant or loan received would be brought back to the City Council for approval.

It was recommended that Council adopt the following entitled resolution approving application for funding offered by the NCDEQ Division of Water Infrastructure for the Lead and Copper Inventory Project. Consent Agenda Approval. Batts/Gaylor (6 Ayes)

*RESOLUTION NO. 2023-89 “RESOLUTION APPROVING APPLICATION FOR FUNDING OFFERED BY THE NCDEQ DIVISION OF WATER INFRASTRUCTURE FOR THE LEAD AND COPPER INVENTORY PROJECT”*

**Ordinance establishing the City of Goldsboro Cemetery Perpetual Care Trust Fund (1113). *Ordinance Adopted.*** The item was presented by Catherine Gwynn, Finance Director.

North Carolina General Statute §160A-347 authorizes any local government to establish and maintain a perpetual care trust fund for any cemeteries under its ownership or control.

At the November 6, 2023 meeting, Council authorized the acceptance of a distribution from the Simon and Sadie Rosenfeld trust for the care of cemetery plots in Willowdale Cemetery.

North Carolina General Statute §160A-347 further states that the principal must remain intact and the income from the principal may be used for the perpetual care of the plots. The perpetual care trust funds are also required to be kept separate and apart from all other city funds and cannot be used for any other purpose than the perpetual care of the city cemeteries.

Staff recommends the establishment of a perpetual care trust fund to manage the distribution of the Simon and Sadie Rosenfeld trust funds, and any future contributions, gifts, grants and devises restricted for use on any city cemetery or specific plot.

Interest income will be allocated quarterly to the outstanding balance of the fund. Annually, a transfer to the General Fund will be appropriated and transferred based on the cost of maintenance for the plot(s). Finance will maintain separate detailed records to account for any additional trust funds that may be added.

It was recommended that Council adopt the following entitled ordinance to establish and maintain the City of Goldsboro Perpetual Care Trust Fund (1113). Consent Agenda Approval. Batts/Gaylor (6 Ayes)

*ORDINANCE NO. 2023-66 “AN ORDINANCE ESTABLISHING THE CITY OF GOLDSBORO CEMETERY PERPETUAL CARE TRUST FUND (1113)”*

**Ordinance amending the Quint Aerial Fire Truck Capital Project Fund (F3111). *Ordinance Adopted.*** The item was presented by Catherine Gwynn, Finance Director.

City Council approved an expenditure appropriation for a new aerial fire truck with the FY22-23 adopted annual operating budget. The approved cost from the FY22-23 budget was \$1,136,600.00, and an additional \$15,000.00 was added to cover the cost of financing the equipment for a total project cost of \$1,151,600.00.

A grant project budget was created by Council on July 11, 2022, in accordance with General Statute §159-13.2 which authorizes local governments to account for this type of project in a grant project ordinance which will span the life of the project.

The construction and delivery of the truck has taken over a year and is expected to be delivered between December and January. Additional ancillary equipment will be needed for the new apparatus. The remaining debt issuance costs of \$6,463.05 will not be used, and can be transferred to the capital expenditure to cover the equipment needed for the new aerial fire truck.

It was recommended that Council adopt the following entitled project budget ordinance amendment for the Quint Aerial Fire Truck Capital Project Fund (F3111). Consent Agenda Approval. Batts/Gaylor (6 Ayes)

*ORDINANCE NO. 2023-67 “AN ORDINANCE AMENDING THE PROJECT FUND FOR THE QUINT AERIAL FIRE TRUCK CAPITAL PROJECT FUND (F3111)”*

**Amending a Special Revenue Fund Ordinance – Police Other Restricted Revenue Funds (P3104). *Ordinance Adopted.*** The item was presented by Catherine Gwynn, Finance Director.

On June 17, 2019 City Council approved the creation of a special revenue fund for the Police Department to create more transparency in the collection and disbursement of funds received from special court allocations, storage fees, various fundraisers, donations, sale of found property, and other restricted revenue sources for the police department.



The Police department has received \$2,835.12 in various donations and surplus sales. It is necessary to appropriate these revenues so that the Police department may expend them according to the applicable purpose. The table below provides additional details.

Entity	Purpose	Date Received	Amount
Walmart	Shop with a Cop Donation	Jul 2023	\$2,500.00
Property Room.com	Found guns sold	Aug 2023	45.12
Private Citizen Donations	Donations for Community Police Services	Jun 2023-Sep 2023	290.00
	Total Revenue Appropriations		\$2,835.12

It was recommended that Council adopt the following entitled Project Budget Ordinance amendment for the Police Other Restricted Revenue Funds (P3104). Consent Agenda Approval. Batts/Gaylor (6 Ayes)

*ORDINANCE NO. 2023-68 “AN ORDINANCE AMENDING THE SPECIAL REVENUE FUND FOR THE POLICE OTHER RESTRICTED REVENUE FUND (P3104)”*

**Goldsboro Christmas Parade – Temporary Street Closure. *Approved.*** The item was presented by Mike West, Police Chief.

The annual Goldsboro Christmas Parade is one of the many local traditions helping to usher the holiday season into the Goldsboro area. The parade is organized, coordinated, and sponsored by the Wayne County Chamber of Commerce.

The street closing request for Saturday, December 2, 2023, is as follows:

Parade Route: Beginning in the 200 Block of South Center Street and traveling north on Center Street to Ash Street. Going around the traffic circle at Center and Ash Street and heading south on Center Street. The parade route will be continuing south on Center Street, where the parade route will end at Spruce Street.

Staging Areas (streets closed for staging): Spruce Street between George Street and John Street; Pine Street between George Street and John Street; James Street between Pine Street and Spruce Street; and Center Street from Elm Street and Spruce Street.

Additional Closures recommended by the Police Department to manage traffic flow will encompass: Ash Street from James Street to John Street; Mulberry Street from James Street to John Street; Walnut Street from James Street to John Street; Chestnut Street from James Street to John Street.

Parking Restrictions: No parking on Center Street from Pine Street to Ash Street.

The time requested for the street closing is from 8:00 a.m. to 8:00 p.m. Police have indicated that traffic will be restricted from 8:00 a.m. until 3:30 p.m. and all traffic stopped at 3:30 p.m. The actual parade will begin at 4:00 p.m. and end at approximately 7:00 p.m.

As with all downtown events, affected city departments will be contacted and the following concerns are to be addressed:

1. All intersections remain open for Police Department traffic control.
2. A 14-foot fire lane is to be maintained to provide access for fire and emergency vehicles.
3. All activities, change in plans, etc., will be coordinated with the Police Department.
4. The Police and Fire Departments and Public Works Departments are to be involved in the logistical aspects of the Event.

It was recommended that Council grant the requested temporary street closures of the sections of Pine Street, Spruce Street, James Street, Center Street, Ash Street, Mulberry Street, Walnut Street, Chestnut Street for the Goldsboro Christmas Parade route and staging area from 8:00 a.m. to 8:00 p.m. on Saturday, December 2, 2023, as stated above. Consent Agenda Approval. Batts/Gaylor (6 Ayes)

**Adoption of a Supplement to the Code of Ordinances of Goldsboro, North Carolina. *Ordinance Adopted.*** The item was presented by Laura Getz, City Clerk.

In 1990, an agreement was reached between the North Carolina League of Municipalities and the City of Goldsboro to engage American Legal Publishing Company to revise the Code of Ordinances of Goldsboro. The revised Code was published in 1995.

The agreement stated that American Legal Publishing Company would prepare supplements for incorporation of new Ordinances to the City Code of Ordinances on a recurring basis. In compliance with this agreement, the City has received the S-48 Supplement. This Supplement contains all Ordinances of a general nature enacted since the S-47 Code of Ordinances dated October 17, 2022.

It was recommended that Council adopt the following entitled Ordinance enacting and adopting the 2023 S-48 Supplement to the Code of Ordinances of the City of Goldsboro.

*ORDINANCE NO. 2023-69 “AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA”*

**Departmental Monthly Reports. *Accepted as Information.***

The various departmental reports for October 2023 were submitted for Council approval. It was recommended that Council accept the reports as information. Consent Agenda Approval. Batts/Gaylor (6 Ayes)

**Rescheduling Downtown Lights Up! *Approved.*** The item was presented by Mike West, Police Chief.

Due to the likelihood of rain on the original date for Downtown Lights Up, November 21, 2023, they requested that Downtown Lights Up street closure gets altered to reflect Tuesday, November 28th. In the unfortunate event of bad weather on the rain date, they requested that the Downtown Lights Up street closure be moved to Wednesday November 29th. The Downtown Development Department requests approval by the City Council of both rain dates. Consent Agenda Approval. Batts/Gaylor (6 Ayes)

**Items Requiring Individual Action**

**2023 NC State Appropriations Act Funding Allocation. *Resolution Adopted.*** The item was presented by Tim Salmon, City Manager.

The NC State Appropriations Act of 2023 appropriated to the City of Goldsboro: \$5M for water and wastewater infrastructure from the Clean Water and Drinking Water Reserve; \$2M for the Big Ditch restoration and stabilization from the State Emergency Response and Disaster Relief Fund; and \$2M for a directed grant from the Regional Economic Development Reserve.

The NC Department of Commerce awarded \$22M to the Wayne County Development Alliance (WCDA) for utility infrastructure that enables Mount Olive Pickle Company manufacturing in the City of Goldsboro. The \$5M for water and wastewater infrastructure will complete the final phase of this project. All associated water and wastewater infrastructure will be accepted and owned by the City.

The \$2M for the Big Ditch will pay for the City’s 25% match of a \$7.5M project that was presented to Council on November 6, 2023, by the NC State University Coastal Dynamic Design Lab.

Council decided at the November 6, 2023, Council meeting that \$375K of the unspecified \$2M directed grant would be appropriated to stabilize Goldsboro Union Station (GUS) if Wayne County made a similar commitment and a local non-profit organization matched the City and County commitment. It is requested that Council allocate the remaining \$1.625M for a portion of the Public Safety Complex repairs estimated to cost between \$2M to \$3M.

It was recommended that Council adopt the following entitled resolution in support of allocating NC State Appropriations Act of 2023 funding for the City of Goldsboro.

Councilman Gaylor asked about the conditions of Station 1. City Manager Salmon shared there is an allergic mold issue at Station 1. We have a contractor in place and are waiting for a date he can start the work. City Manager Salmon also shared while the work is done, firefighters have been asked to move to a training room. Council discussed the issue with Chief Stempien. Council also discussed Tower 1 truck with Chief Stempien.

Councilman Gaylor made a motion to adopt the following entitled resolution in support of allocating NC State Appropriations Act of 2023 funding for the City of Goldsboro. The motion was seconded by Councilman Broadaway and unanimously carried.

*RESOLUTION NO. 2023-90 “A RESOLUTION IN SUPPORT OF ALLOCATING NC STATE APPROPRIATIONS ACT OF 2023 FUNDING FOR THE CITY OF GOLDSBORO”*

**City Manager’s Report.**

City Manager Salmon shared the following: Downtown parking limits are expected to be in place in mid-December; there is a voluntary water restriction in place due to the low level of the Neuse River; Social districts are expected to be implemented in early December; Jingle in the Park will be held December 1-2 at Herman Park; Lights Up has been delayed to December 28; city offices will be closed for Thanksgiving December 22-23; Christmas parade will be held on December 2.

Mayor Ham asked about parking roll out. Assistant City Manager Livingston discussed parking enforcement and shared the first 30 days will be warning tickets.

**Mayor and Councilmembers’ Comments.**

Councilwoman Jones shared the following comments: I had an opportunity to celebrate the National Apprenticeship Program which was launched by what we call SEED, Southeastern Education and Economic Development on Thursday, which are partnered with the North Carolina Business Committee and Wayne Community College. It was a very nice event and I hope that our adults and students will use that opportunity to grow educationally. I would like to say have a blessed Thanksgiving and let us come before his presence with Thanksgiving. Also let us remember those that are less fortunate than us and act accordingly. Also remember our elderly and especially those that will be the first time without someone that they love during the holidays and have a wonderful Thanksgiving.

Councilman Broadaway had no comments.

Mayor Pro Tem Matthews had no comments.

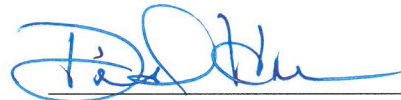
Councilman Gaylor had no comments.


Councilman Batts had no comments.

Mayor Ham shared the following comments: I just want to say that we do have a Christmas parade coming. We were scheduled tomorrow night to have the lights up activity, that has been rescheduled and I encourage all of our citizens to be aware that it has been canceled for tomorrow night and come back next week on its scheduled date. Also come down on the 2nd of December for the Christmas parade.

There being no further business, Mayor Ham adjourned the meeting at 7:25 p.m.



  
\_\_\_\_\_  
David Ham  
Mayor

  
\_\_\_\_\_  
Laura Getz  
City Clerk

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
DECEMBER 4, 2023 COUNCIL MEETING**

**SUBJECT: PUBLIC HEARING AND FINAL COUNCIL ACTION**

**Z-17-23 Belfast Road Operations Center / Duke Energy Progress conditional rezoning from Residential 16 (R-16), General Business (GB) and General Industrial (I-2) to General Industry (I-2) Conditional Zoning District – North side of Belfast Road, adjacent to, and east of, Interstate Highway 795.**

**ADDRESS:** 236 Belfast Road

**PARCEL #:** 3601-13-7345, 3601-23-1254, 3601-24-3100 and 3601-22-2553

**PROPERTY OWNER:** Christopher R. Cox, Webarea Inc, W.E. Bud Andrews, Andrews Farms of Wayne County Co, Inc.

**APPLICANT:** Duke Energy Progress, LLC

**BACKGROUND:** The applicant is requesting a conditional rezoning from the Residential 16 (R-16), General business (GB) and General Industrial (I-2) to General Industry (I-2) Conditional Zoning District. The purpose of the I-2 zoning district is to accommodate the widest range of manufacturing, wholesale and distribution uses, provided the use does not create smoke, dust, noise, vibration or fumes beyond the lot line. The district also prohibits those uses that would interfere with the future development of industrial establishments. There is no minimum lot size.

**Access:** Belfast Road

**Area:** 27.7 acres (Approximately 27.7 acres, not surveyed)

**SURROUNDING  
ZONING:**

North: Residential (R-16)  
South: Residential (R-16) and (I-2)  
East: Residential (R-16) and (I-2)  
West: Residential (R-16)

Existing Use: The property is currently being used for agricultural-related purposes.

Land Use Plan: The City's Land Use Plan locates these parcels within the Industrial and Mixed-Use II land-use designations. The General Industry I-2 zoning district is identified as a corresponding district for the Industrial land use designation. The I-2 zoning district is not identified as a corresponding district in the Mixed-Use II land use designation.

**DISCUSSION:** This is a conditional rezoning that proposes to rezone four parcels totaling approximately 27.7 acres from the Residential 16 (R-16), General Business (GB) and General Industrial (I-2) to General Industry (I-2) Conditional Zoning District. The subject property is currently vacant farmland. The adjacent uses are

predominantly industrial, agricultural and residential in nature. These parcels have access from Belfast Road and are adjacent to Interstate Highway 795.

If rezoned to the General Industry-I-2 Conditional Zoning District, the applicant is proposing to limit the uses of the property to office space, warehouse space, a covered garage area and an outdoor storage laydown yard. The applicant is requesting the following permitting uses within the I-2 zoning district be prohibited within the requested I-2 Conditional Zoning District: borrow pits, sand and gravel operations, chemical products, manufacturing and processing, dairy products processing and packaging, meat products processing and packaging, petrochemical manufacturing and processing, asphalt paving plants, asphalt roofing plants, and refineries, and wood products manufacturing to include lumber mills, wood composite panels, etc.

**TRC REVIEW:**

Staff has distributed this proposed conditional rezoning to NCDOT. There are no comments currently. If the rezoning is approved, formal comments will be generated once a site-specific plan is submitted for development.

**STAFF EVALUATION**

**AND RECOMMENDATION:** The proposed General Industry (I-2) Conditional Zoning District is consistent with the City's Comprehensive Land Use Plan due to the fact that the proposed site is located in an area with access to a major highway transportation network and the use would be compatible with new and existing zoning and land-use patterns in proximity to the site. The proposed use would provide a centralized location from which to deploy personnel, equipment, and resources necessary to conduct and coordinate repairs, minimizing travel times and help to ensure quick, efficient, and reliable service during regular service hours or in times of emergency. Staff is recommending approval of the conditional rezoning request based on the reasons stated above subject to an approved soils analysis for the installation of an on-site private sewage disposal system or the extension of City water and sewer utilities to the site.

**PLANNING COMMISSION  
RECOMMENDATION:**

The City of Goldsboro Planning Commission met on November 27, 2023, to review and make a recommendation regarding the conditional rezoning request. Planning Commission voted 4 in favor 0 against.

**REQUIRED ACTION:**

Council shall vote to adopt the recommendation for approval and consistency statement that the Planning Commission has provided and vote to adopt the Approval Ordinance with the inclusion of the consistency statement, or Council shall vote to deny with the inclusion of the Inconsistency statement that deems this rezoning request to be inconsistent. Council may also continue the public hearing to a date certain if they determine further discussion is needed.

Date: 11/28/23

  
Kenny Talton, Planning Director

Date: 11/28/23

  
Timothy Salmon, City Manager

**CITY OF GOLDSBORO PLANNING COMMISSION**  
**Z-17-23**

Pursuant to NCGS 160D-604(d), when the Planning Board (Planning Commission) is conducting a review of a proposed zoning text or map amendment, the Planning Board (Planning Commission) shall advise and comment on whether the proposed action is consistent with the City of Goldsboro Land Use Plan. The Planning Board (Planning Commission) must provide the City of Goldsboro City Council with a written recommendation that addresses plan consistency or inconsistency and other matters as deemed appropriate by the Planning Board (Planning Commission).

**Consistency Statement:** The City of Goldsboro Planning Commission finds the proposed conditional rezoning to be consistent with the Industrial and Mixed-Use II land use designations due to the fact that the proposed site is located in an area with access to a major highway transportation network and the use would be compatible with new and existing zoning and land-use patterns in proximity to the site. The proposed use would provide a centralized location from which to deploy personnel, equipment, and resources necessary to conduct and coordinate repairs, minimizing travel times and help to ensure quick, efficient, and reliable service during regular service hours or in times of emergency. The proposed conditional rezoning would be reasonable and in the public interest due to the location of the property along Belfast Road and Interstate Highway 795. The City of Goldsboro Planning Commission finds the proposed conditional rezoning to be consistent with the Comprehensive Land Use Plan.

Voting Record for Recommendation:

Yes   4                        No           

**Inconsistency Statement:** The City of Goldsboro Planning Commission finds the proposed conditional rezoning to be inconsistent with the Mixed-Use II land use designation. Further, the Planning Commission finds that this rezoning, if executed, would have a negative impact on the public due to the fact the rezoning would be incompatible with the surrounding zoning patterns and existing and new land uses. The City of Goldsboro Planning Commission deems this proposed conditional rezoning to not be reasonable and does not recommend approval to the City of Goldsboro City Council. The City of Goldsboro Planning Commission finds the proposed rezoning to be inconsistent with the Comprehensive Land Use Plan.

Voting Record for Recommendation:

Yes                                 No



**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GOLDSBORO, NORTH CAROLINA**

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council at a regular meeting held in the City Council Chambers, 214 N. Center St. in the Historic City Hall building, on **Monday, December 4, 2023**, at 7:00 p.m., for the purpose of considering and discussing the passing of an ordinance amending the Official Zoning Map of the City of Goldsboro, North Carolina, and the Planning Commission heard the item on **Monday, November 27, 2023**; and,

WHEREAS, Duke Progress Energy, LLC has submitted a petition to rezone Tax Parcels 3601-13-7345, 3601-23-1254, 3601-24-3100 and 3601-22-2553 from Residential 16 (R-16), General Business (GB) and General Industrial (I-2) to General Industry (I-2) Conditional Zoning District limiting the use of the property to office space, warehouse space, a covered garage area and an outdoor storage laydown yard; and

WHEREAS, the City of Goldsboro Comprehensive Land Use Plan places the proposed conditional rezoning area in the Industrial and Mixed-Use II land use designations; and

WHEREAS, the proposed General Industry Conditional Zoning District is consistent with the City's Comprehensive Land Use Plan; and

WHEREAS, the General Industry Zoning District is to accommodate the widest range of manufacturing, wholesale and distribution uses, provided the use does not create smoke, dust, noise, vibration or fumes beyond the lot line and to prohibit uses that would interfere with the future development of industrial establishments; and

WHEREAS, the purpose of this conditional rezoning is to limit the use of the property to a office space, warehouse space, a covered garage area and an outdoor storage laydown yard; and

WHEREAS, the proposed conditional rezoning would be consistent since the proposed site is located in an area with access to a major highway transportation network and the use would be compatible with new and existing zoning and land-use patterns in proximity to the site; and

WHEREAS, the proposed conditional rezoning request is reasonable due to the location of the property east of I-795, as well as, the Comprehensive Land Use Plan's desire to promote business friendly environments and the location of commercial uses in proximity to major thoroughfares; and

WHEREAS, the proposed conditional rezoning request is in the public's best interest since the proposed conditional rezoning classification will provide a centralized location from which to deploy personnel, equipment, and resources necessary to conduct and coordinate repairs, minimizing travel times and help to ensure quick, efficient, and reliable service during regular service hours or in times of emergency; and

WHEREAS, the proposed conditional rezoning request will not impair or injure the health, safety, and general welfare of the public; and

WHEREAS, after completion of said public hearing and receipt of the recommendation of the Planning Commission, the City Council of the City of Goldsboro deems it advisable and for the best interest of the City and those residing within its zoning jurisdiction that the Official Zoning Map of the City of Goldsboro be amended as herein below set forth.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina:

1. That the Official Zoning Map of Goldsboro, North Carolina, be and the same is hereby amended by changing:

**From Residential 16 (R-16), General Business (GB) and General Industrial (I-2) to General Industry (I-2) Conditional Zoning District**

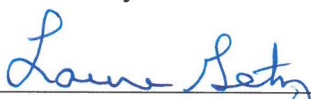
**Z-17-23 Belfast Road Operations Center / Duke Energy Progress conditional rezoning from Residential 16 (R-16), General Business (GB) and General Industrial (I-2) to General Industry (I-2) Conditional Zoning District**

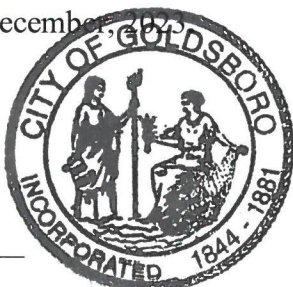
**Wayne County Tax Identification Numbers: 3601-13-7345, 3601-23-1254, 3601-24-3100 and 3601-22-2553**

2. The above amendment is effective upon the adoption of this Ordinance.

Adopted this 4<sup>th</sup> day of December, 2023

Attested by:

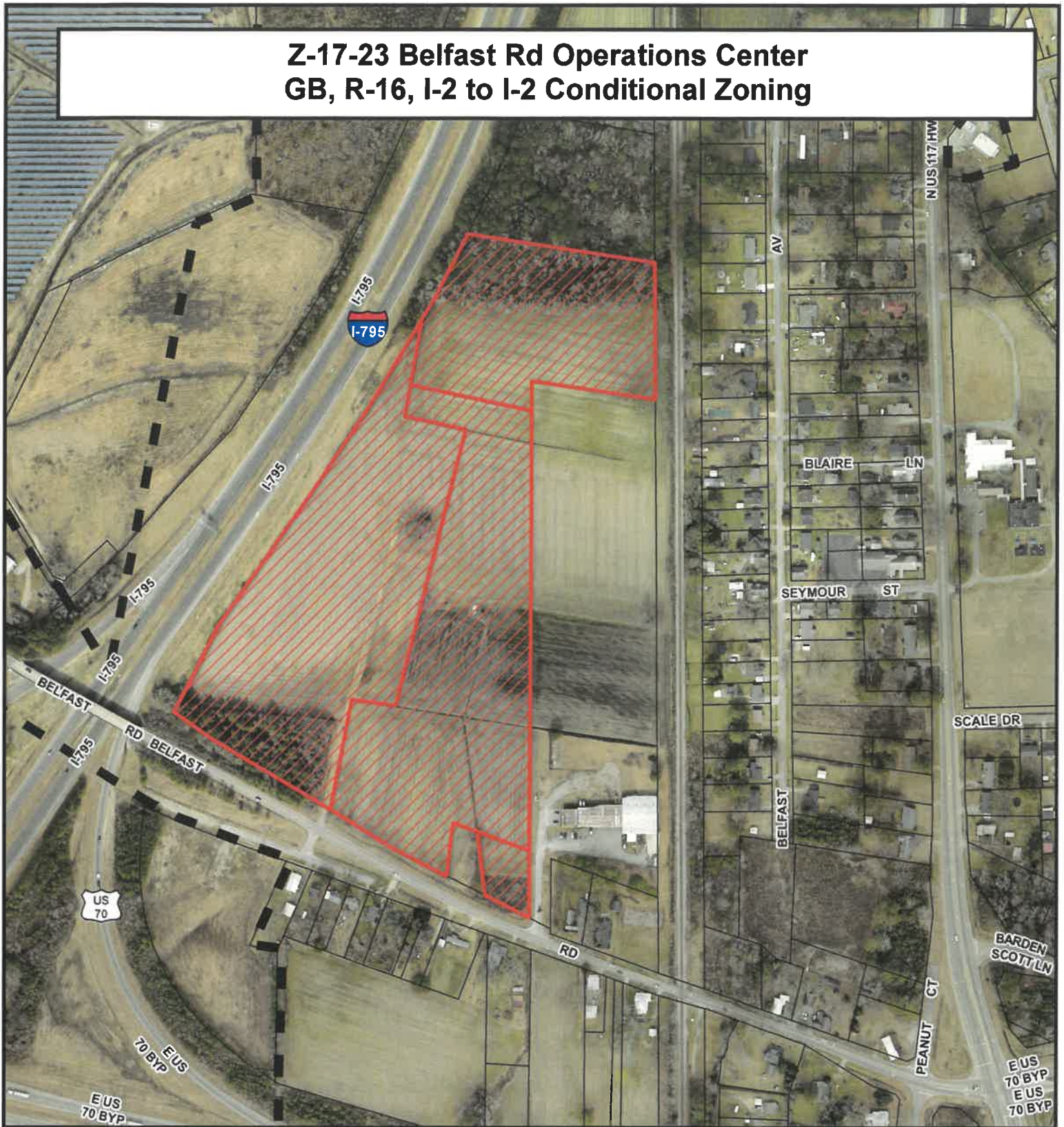
  
Laura Getz, City Clerk



  
David Ham, Mayor



# Z-17-23 Belfast Rd Operations Center GB, R-16, I-2 to I-2 Conditional Zoning



## REZONING REQUEST:

**CASE NO:** Z-17-23  
**APPLICANT:** Belfast Rd. Operations Center  
**REQUEST:** (GB, R-16, I-2 to I-2 Conditional Zoning)  
**LOCATION:** East side of US I-795 Hwy adjacent to Belfast Rd  
3601-13-7345, 360123-1254, 3601-24-3100, and 3601-22-2553  
**PIN #:**

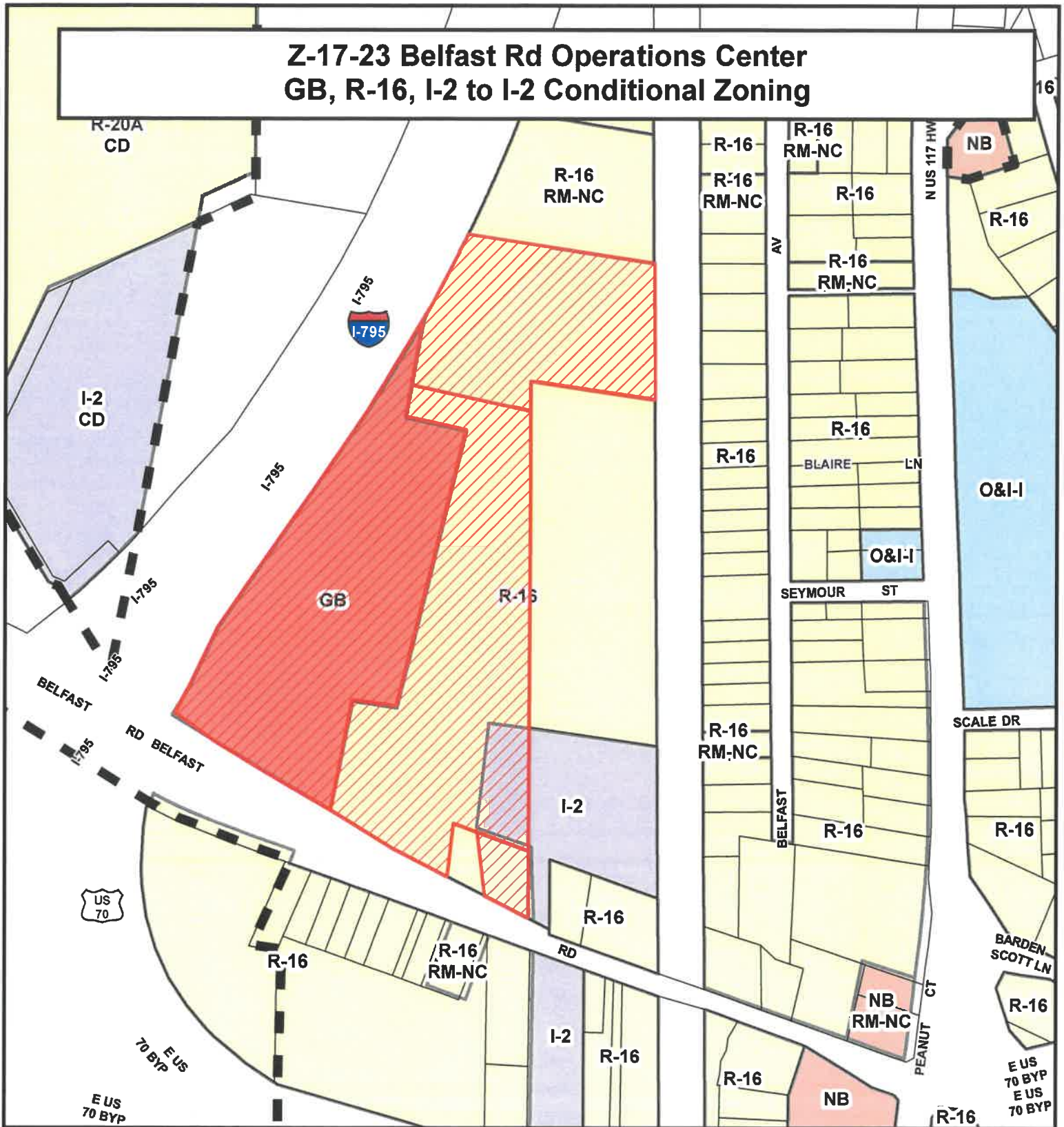
0 100 200 400  
Feet



The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on this map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.



# Z-17-23 Belfast Rd Operations Center GB, R-16, I-2 to I-2 Conditional Zoning



## REZONING REQUEST:

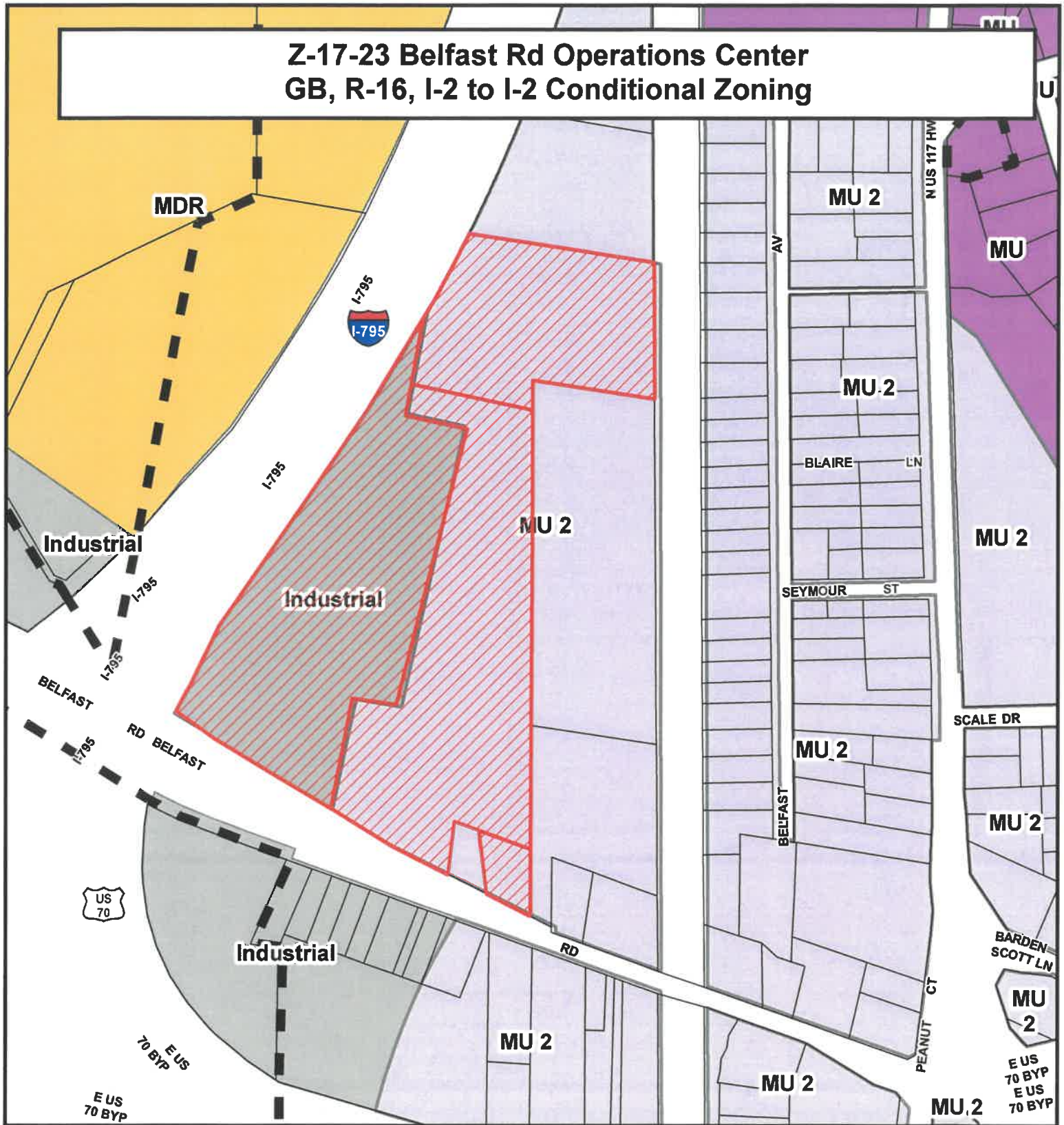
**CASE NO:** Z-17-23  
**APPLICANT:** Belfast Rd. Operations Center  
**REQUEST:** (GB, R-16, I-2 to I-2 Conditional Zoning)  
**LOCATION:** East side of US I-795 Hwy adjacent to Belfast Rd  
 3601-13-7345, 360123-1254, 3601-24-3100, and 3601-22-2553  
**PIN #:**

0 100 200 400 Feet



The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on this map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.

# Z-17-23 Belfast Rd Operations Center GB, R-16, I-2 to I-2 Conditional Zoning



## REZONING REQUEST:

**CASE NO:** Z-17-23  
**APPLICANT:** Belfast Rd. Operations Center  
**REQUEST:** (GB, R-16, I-2 to I-2 Conditional Zoning)  
**LOCATION:** East side of US I-795 Hwy adjacent to Belfast Rd  
 3601-13-7345, 360123-1254, 3601-24-3100, and 3601-22-2553  
**PIN #:**

0 100 200 400  
 Feet



The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on this map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.



SITE DATA SUMMARY TABLE	
Address:	Unassigned (Duke Rd)
Pin No.:	3601137345, 3601231324, 3601243101, and 3601222353
Site Acreage:	41-27.92 acres
Current Zoning:	GB, R-16, L-2
Proposed Zoning:	L-2 (Conditional)
Proposed Use:	Blue Energy Operations Center & Laydown Yard
# of Employees:	41-50 (local)
Parking:	
Unreserved:	80 spaces
Reserved:	Additional 30-50 spaces
Hrs of Operation:	8am - 6pm (except during period of emergency)
Facility Size:	41- 8000 SF
Warehouses:	41- 5000 SF
Floodplain:	N/A



**Application Fees:**

Conditional Zoning \$550 (Includes advertisement fee)

General Zoning \$500 (Includes advertisement fee)

Received Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**CHANGE OF ZONE APPLICATION**

Application Number: <u>2-17-23</u>	For Office Use Only:	Date processed: <u>11-6-23</u>
Fee Type: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check # <u>128455</u> <input type="checkbox"/> Credit Card		Initials: <u>ML</u>

**Applicant Acknowledgement: Only applicable if Conditional Zoning**

I understand that the City of Goldsboro must have three (3) sets of Site plans submitted along with an electronic site plan emailed to the Planning Administrative Assistant listed on the website at [www.goldsboronc.gov/planning](http://www.goldsboronc.gov/planning) or they will not be able to send out my application for formal review. I understand my 30 day review period begins after the City of Goldsboro acknowledges they have an electronic PDF copy of the required site plan. Information on the site plan shall meet or exceed the City of Goldsboro Unified Development Ordinance (UDO). Site plan needs to be in sufficient detail and scale to display precisely how the use intends to operate. See attached sheet for common things expected on site plan. If a portion of the property is proposed to be rezoned then a survey is required for the proposed area or application will not be accepted.

Applicant Signature: Kevin L. Lee

Application is hereby made to the City Council of the City of Goldsboro for a Rezoning request (Complete the following information):

☒ Conditional Zoning ☐ General Zoning (check which applies)

Name of Development: Belfast Rd Operations Center

Property Address: Unassigned (PIN #s 3601137345, 3601231254, 3601243100, and 3601222553)

Total Acreage: +/- 27.7 acres Frontage: 1032 LF (Belfast Rd) Depth: +/- 1580 LF

Wayne Co. Pin #: 4 parcels (see above) Current Zoning: GB, R-16, I-2 Proposed Zoning: I-2 (Conditional)

If Conditional Zoning, describe proposed use, justification and any uses prohibited for the request:

See Exhibit A (Attached)

Applicant (Print): Duke Energy Progress, LLC (agent: Kevin Lee, Manager, Land Services II)  
Applicant Address: 410 South Wilmington Street City, State, Zip: Raleigh, NC 27601  
Applicant Phone: 919-524-7261 Applicant Email: Kevin.Lee@Duke-Energy.com

I, Kevin Lee, do hereby consent to the specific conditions and or uses listed on this application.

I acknowledge that if the Goldsboro City Council imposes additional conditions, I will be required to sign the Ordinance prior to Council signing the ordinance for approval.

Owner (Print): See Exhibit B (Attached) with owners contact info  
Owner Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Owner Phone: \_\_\_\_\_ Owner Email: \_\_\_\_\_

(If owner differs from applicant a Owners Authorization Form is required upon submission)

Surveyor/Site Designer (Print): McAdams (Civil Engineer)  
Surveyor/Site Designer Address: 621 Hillsborough St, Suite 500 City, State, Zip: Raleigh, NC 27603  
Surveyor/Site Designer Phone: 919-361-5000 Surveyor/Site Designer Email: parks@mcadmasco.com

**SIGNATURE REQUIRED**

KEVIN L. LEE, MANAGER LAND SERVICES II  
Applicant - Printed

Kevin L. Lee  
Applicant Signature

11/6/2023  
Date

### Exhibit B – Owner Contact Information

#### Belfast Rd Operations Center – Conditional Zoning Application

Owner 1 (Print): Christopher R. Cox  
Owner Address: 104 Twin Oaks Place  
City, State, Zip: Goldensboro NC 27530  
Owner Phone: 919-738-9574 Owner Email: 19NOBOY COX@YAHOO.COM

Owner 2 (Print): WEBAREA INC - W.E Bud Andrews (100%)  
Owner Address: 717 ~~717~~ S. CRESCENT DR  
City, State, Zip: Smithfield NC 27577  
Owner Phone: 919-669-5885 Owner Email: WEBAREA73@gmail.com

Owner 3 (Print): W.E. Bud Andrews  
Owner Address: 717 S CRESCENT DR  
City, State, Zip: Smithfield NC 27577  
Owner Phone: 919-669-5885 Owner Email: WEBAREA73@gmail.com

Owner 4 (Print): ANDREWS FARMS OF WAYNE CO. INC - W.E Bud Andrews (85%)  
Owner Address: 717 S. CRESCENT DR.  
City, State, Zip: Smithfield NC 27577  
Owner Phone: 919-669-5885 Owner Email: WEBAREA73@gmail.com

Owner 5 (Print): ANDREWS FARMS OF WAYNE CO. INC - LOUISE A. CLARK (15%)  
Owner Address: 8424 Old Well Lane  
City, State, Zip: Raleigh NC 27615  
Owner Phone: 919-676-0923 Owner Email: LOUISEOFBphoto@AOL.COM

## **EXHIBIT A**

### **Proposed Use and Justification Statement**

Duke Energy has identified this site as an ideal location to relocate its Goldsboro Operations Center, as the existing operations center is currently located within a flood zone. The proposed Operations Center will include office space, a warehouse and covered garage area, a laydown yard, and a possible future storm staging yard. Relocating the Operations Center supports a stable energy system and facilitates quick repairs to bring the energy grid back online in the event of unforeseen power outages, as well as to prevent power outages during periods of required scheduled maintenance.

The site is currently undeveloped, neighbors an existing industrial use, and is large enough for the Operations Center to be designed in a manner that is sensitive to other neighboring properties. The site's proximity to other Duke Energy facilities, I-795, and BYP-70 provides a centralized location from which to distribute personnel or needed equipment to conduct and coordinate repairs, minimizing travel times for maintenance crews and helping to ensure quick, efficient, and reliable service.

The proposed use is consistent with the goals of the City's Envision 35 Comprehensive Plan by enhancing and expanding the electrical infrastructure, which is paramount to support the anticipated growth in the region. In addition, a stable power grid supports economic development, safety, and quality of life, as all forms of land use (residential, commercial, civic, recreational, industrial, etc.) rely on electrical power to support their daily needs. This rezoning request is further consistent with the Future Land Use Map, which designates the site as Industrial and Mixed Use II.

### **Prohibited Uses**

The following uses listed in the UDO Table of Permitted Uses as set forth in Zoning Code Section 5.4 that are permitted, limited, or special uses in the I-2 District shall be prohibited: (1) Borrow pits, sand and gravel operations, (2) Chemical products manufacturing & processing; (3) Dairy products processing and packaging; (4) Meat products processing and packaging; (5) Petrochemicals manufacturing and processing, including asphalt paving plants, asphalt roofing plants, refineries etc.; (6) Wood products manufacturing, including lumber mills, wood composite panels etc.

**PUBLIC HEARING NOTICE  
CITY OF GOLDSBORO COUNCIL MEETING**

Notice is hereby given of a meeting of the Goldsboro City Council at **7 p.m. on Tuesday, December 4, 2023**, to consider the following applications. The Goldsboro City Council will hold their meeting in the City Council Chambers, 214 N. Center Street in the Historic City Hall building.

**Please note: *The meeting will be streamed live on the City's Facebook and YouTube.***

**Rezoning:**

**Z-17-23 Belfast Road Operations Center (GB, R-16, I-2 to I-2 Conditional Zoning)** – East side of US I-795 Hwy northeast of Belfast Rd – The applicant is requesting a change of zone for the subject property from the General Business, Residential 16 and General Industry (I-2) Zoning District to the General Industry (I-2) Conditional Zoning District, limiting the use of the property to proposed utility contractor operations center to include warehouse storage, outside storage and a staging yard associated with electrical power outages and required maintenance of utility systems. The Wayne County Tax Identification Numbers are 3601137345, 3601231254, 3601243100, and 3601222553. The property consists of approximately 1,206,612 s.f. or 27.7 acres.

**Z-18-23 Borden Mill Lofts (R-6 and I-2 to R-6 Conditional Zoning)** – East side of N. William Street between Royall Avenue and Tarboro St. – The applicant is requesting a change of zone for the subject property from the Residential 6 and General Industry (I-2) Zoning District to the Residential 6 Conditional Zoning District, limiting the property to multi-family development consisting of 141 units. The Wayne County Tax Identification Number is 3509191639, 3509196339. The property consists of approximately 561,924 s.f. or 12.9 acres.

*The City Council of the City of Goldsboro may change the existing zoning classification of the entire area covered by the application or any part or parts of such area, to the classification requested, or to a higher classification or classifications without the necessity of withdrawal or modification to the application.*

All interested persons are invited to attend this public hearing and to be heard. Handicapped persons needing assistance or aids should contact the Clerk's office prior to the meeting at 919-580-4361 at least four (4) days prior to the meeting.

---

Laura Getz, City Clerk

---

Ronald Lawrence, City Attorney

PUBLISH: 11/16 & 11/23

# Adjacent Property Owners of Z-17-23

PIN	Name1	Address1	City	State	ZipCode	Property Address
3601235316	John Alley Jr	1005 Harvey St	Raleigh	NC	27608	Belfast Rd
3601244428	Donna B Davis Heirs	PO Box 974	Fremont	NC	27830	collier st
3601221537	Dept of Transportation	PO Box 3165	Wilson	NC	27895	belfast rd
3601225714	West industrial Park LLC	186 Belfast Rd	Goldsboro	NC	27530	Belfast rd
3601224436	Hannah Skelton	180 Belfast Rd	Goldsboro	NC	27530	180 Belfast rd
3601222159	Casey Revocable Trust	14526 Fox Knoll Dr	S chesterfield	VA	23834	191 belfast rd
3601129007	Casey Revocable Trust	14527 Fox Knoll Dr	S chesterfield	VA	23834	192 belfast rd
3601221301	Casey Revocable Trust	14528 Fox Knoll Dr	S chesterfield	VA	23834	193 belfast rd
2599669998	CSX Transportation inc	500 water st	jacksonville	FL	32202	US 117 HWY



**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
DECEMBER 4, 2023 COUNCIL MEETING**

**Continued to Jan 8, 2024**

**SUBJECT: PUBLIC HEARING AND FINAL COUNCIL ACTION**

**Z-18-23 Borden Mills Lofts Residential (R-6) and General Industrial (I-2) to Residential (R-6) Conditional Zoning District** – North East and Northwest side of the intersection of Royal Avenue and North William Street.

ADDRESS: 800 Block of Noth Williams Street

PARCEL #: 3509-19-1639, 3509-19-6339

PROPERTY OWNER: BAP Partners LLC.

APPLICANT: Adventure One, LLC.

**BACKGROUND:** The applicant is requesting a conditional rezoning from the Residential (R-6) and General Industry (I-2) zoning district to the Residential (R-6) Conditional Zoning District for the construction of a 141-unit multi-family housing complex utilizing portions of the Historic Borden Mills property.

Access: Greenleaf Street, North Williams Street and Royall Avenue.

Area: Approximately 12.9 acres

Utilities: The subject property has access to public water, sewer, and electric service available at or near the property.

**SURROUNDING ZONING:** North: General Industrial (I-2) and General Business (GB)  
South: General Industrial (I-2) and General Business (GB)  
East: Residential (R-9) and General Business (GB)  
West: General Industry (I-2) Residential (R-6) and Office Institutional (O&I-1)

Existing Use: The property is currently vacant.

Land Use Plan: The City's Land Use Plan locates these parcels within the High-Density Residential and Industrial land use designations. The Residential (R-6) Zoning District is not a corresponding district for the Industrial land use designation. Despite this not being a corresponding zoning district, much of the surrounding area falls within the High-Density Residential land use designation. The availability of water and sewer also supports high-density development to occur on these parcels.

**DISCUSSION:** This is a conditional rezoning that proposes to rezone two parcels totaling approximately 12.9 acres from the Residential (R-6) and General Industry (I-2) Zoning District to Residential (R-6) Conditional Zoning District. The subject properties formerly known as Borden Mills contain structures identified as historic and listed on the National Register of Historic Places.

If rezoned to the Residential (R-6) Conditional Zoning District, the applicant is proposing to limit the use of the property to a multi-family complex consisting of approximately 141 housing units for historic adaptive re-use and renovation.

The Residential (R-6) Zoning District is established to accommodate both single and multifamily residential uses and to prohibit all activities of a commercial nature, except certain home occupations. The minimum lot size is six thousand square feet for a detached single-family dwelling. Multi-family dwellings shall have six thousand square feet of land area for the first unit with an additional two thousand square feet of land area required for each additional dwelling unit.

**TRC REVIEW:**

Staff has distributed this proposed rezoning to NCDOT. There are no comments at this time. If the rezoning is approved, formal comments will be generated once a site-specific plan is submitted for development.

**STAFF EVALUATION**

**AND RECOMMENDATION:** The proposed R-6 conditional zoning district is compatible with the City of Goldsboro Comprehensive Land Use Plan due to the fact that the proposed use promotes “in-fill” development or redevelopment of land that has been bypassed, remained vacant, and/or is underused as a result of the continuing urban development process. In addition, the site is readily accessible to water and sewer infrastructure provided by the City. The site is compatible with existing residential zoning and land-use patterns in proximity to the site which would support high-density development. Lastly, the proposed use would satisfy a growing need for housing for the City of Goldsboro. Staff is recommending approval of the conditional rezoning request based on the reasons stated above.

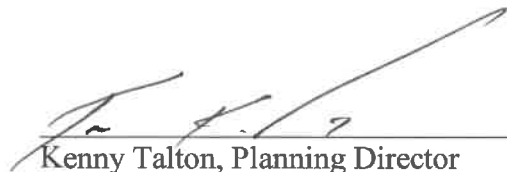
**PLANNING COMMISSION  
RECOMMENDATION:**

The City of Goldsboro Planning Commission met on November 27, 2023, to review and make a recommendation regarding the conditional rezoning request. Planning Commission voted 4 in favor 0 against.

**REQUIRED ACTION:**

Council shall vote to adopt the recommendation for approval and consistency statement that the Planning Commission has provided and vote to adopt the Approval Ordinance with the inclusion of the consistency statement, or Council shall vote to deny with the inclusion of the Inconsistency statement that deems this rezoning request to be inconsistent. Council may also continue the public hearing to a date certain if they determine further discussion is needed.

Date: 11/28/23

  
Kenny Talton, Planning Director

Date: 11/28/23

  
Timothy Salmon, City Manager

**CITY OF GOLDSBORO PLANNING COMMISSION  
Z-18-23 BORDEN MILLS LOFTS  
WORKSHEET**

Pursuant to NCGS 160D-604(d), when the Planning Board (Planning Commission) is conducting a review of a proposed zoning text or map amendment, the Planning Board (Planning Commission) shall advise and comment on whether the proposed action is consistent with the City of Goldsboro Land Use Plan. The Planning Board (Planning Commission) must provide the City of Goldsboro City Council with a written recommendation that addresses plan consistency or inconsistency and other matters as deemed appropriate by the Planning Board (Planning Commission).

**Consistency Statement:** The City of Goldsboro Planning Commission finds the proposed conditional rezoning to be consistent with the Residential land use designation and inconsistent with the Industrial land use designation. The City of Goldsboro Planning Commission finds that the conditional rezoning request is reasonable and in best public interest due to the fact that the proposed use promotes “in-fill” development or redevelopment of land that has been bypassed, remained vacant, and/or is underused as a result of the continuing urban development process. In addition, the site is readily accessible to water and sewer infrastructure provided by the City. The site is compatible with existing residential zoning and land-use patterns in proximity to the site which would support high-density development. Lastly, the proposed use would satisfy a growing need for housing for the City of Goldsboro. The City of Goldsboro Planning Commission finds the proposed conditional rezoning to be consistent with the Comprehensive Land Use Plan.

Voting Record for Recommendation:

Yes 4                      No           

**Inconsistency Statement:** The City of Goldsboro Planning Commission finds the proposed conditional rezoning to be inconsistent with the Industrial land use designation. Further, the Planning Commission finds that this conditional rezoning, if executed, would have a negative impact on the public due to the fact that the rezoning would be incompatible with the surrounding zoning patterns and existing and new land uses. The City of Goldsboro Planning Commission deems this proposed conditional rezoning to not be reasonable and does not recommend approval to the City of Goldsboro City Council. The City of Goldsboro Planning Commission finds the proposed conditional rezoning to be inconsistent with the Comprehensive Land Use Plan.

Voting Record for Recommendation:

Yes                                 No

**ORDINANCE NO. 2023 –**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GOLDSBORO,  
NORTH CAROLINA**

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council at a regular meeting held in the City Council Chambers, 214 N. Center St. in the Historic City Hall building, on **Monday, December 4, 2023**, at 7:00 p.m., for the purpose of considering and discussing the passing of an ordinance amending the Official Zoning Map of the City of Goldsboro, North Carolina, and the Planning Commission heard the item on **Monday, November 27, 2023**; and,

WHEREAS, Adventure One, LLC. has submitted a petition to rezone Tax Parcels 3509-19-1639, 3509-19-6339 from Residential (R-6) and General Industry (I-2) zoning district to the Residential (R-6) Conditional Zoning District limiting the use of the property to a 141-unit multi-family housing complex ; and

WHEREAS, the City of Goldsboro Comprehensive Land Use Plan places the proposed conditional rezoning area in the High-Density Residential and Industrial land use designations; and

WHEREAS, the proposed Residential (R6) Conditional Zoning District is consistent with the City’s Comprehensive Land Use Plan; and

WHEREAS, the Residential (R6) Zoning District is to accommodate both single and multifamily residential uses and to prohibit all activities of a commercial nature, except certain home occupations; and

WHEREAS, multi-family dwellings in the Residential (R6) Zoning District shall have six thousand square feet of land area for the first unit with an additional two thousand square feet of land area required for each additional dwelling unit; and

WHEREAS, the proposed conditional rezoning would be consistent since the proposed use promotes “in-fill” development or redevelopment of land that has been bypassed, remained vacant, and/or is underused as a result of the continuing urban development process; and

WHEREAS, the proposed site for the conditional rezoning is readily accessible to water and sewer infrastructure provided by the City; and

WHEREAS, the proposed site for the conditional rezoning is compatible with existing residential zoning and land-use patterns in proximity to the site which would support high-density development; and

WHEREAS, the proposed conditional rezoning request is in the public’s best interest since the proposed conditional rezoning the proposed use would satisfy a growing need for housing for the City of Goldsboro; and

WHEREAS, the proposed conditional rezoning request will not impair or injure the health, safety, and general welfare of the public; and

WHEREAS, after completion of said public hearing and receipt of the recommendation of the Planning Commission, the City Council of the City of Goldsboro deems it advisable and for the best interest of the City and those residing within its zoning jurisdiction that the Official Zoning Map of the City of Goldsboro be amended as herein below set forth.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina:

1. That the Official Zoning Map of Goldsboro, North Carolina, be and the same is hereby amended by changing:

**From Residential (R-6) and General Industrial (I-2) to Residential (R-6) Conditional Zoning District**

**Z-18-23 Borden Mills Lofts Residential (R-6) and General Industrial (I-2) to Residential (R-6) Conditional Zoning District**

**From Industrial to High-Density Residential Land Use Designation**

**Wayne County Tax Identification Numbers: 3509-19-1639, 3509-19-6339**

2. The above amendment is effective upon the adoption of this Ordinance.

Adopted this 4<sup>th</sup> day of December, 2023.

---

David Ham, Mayor

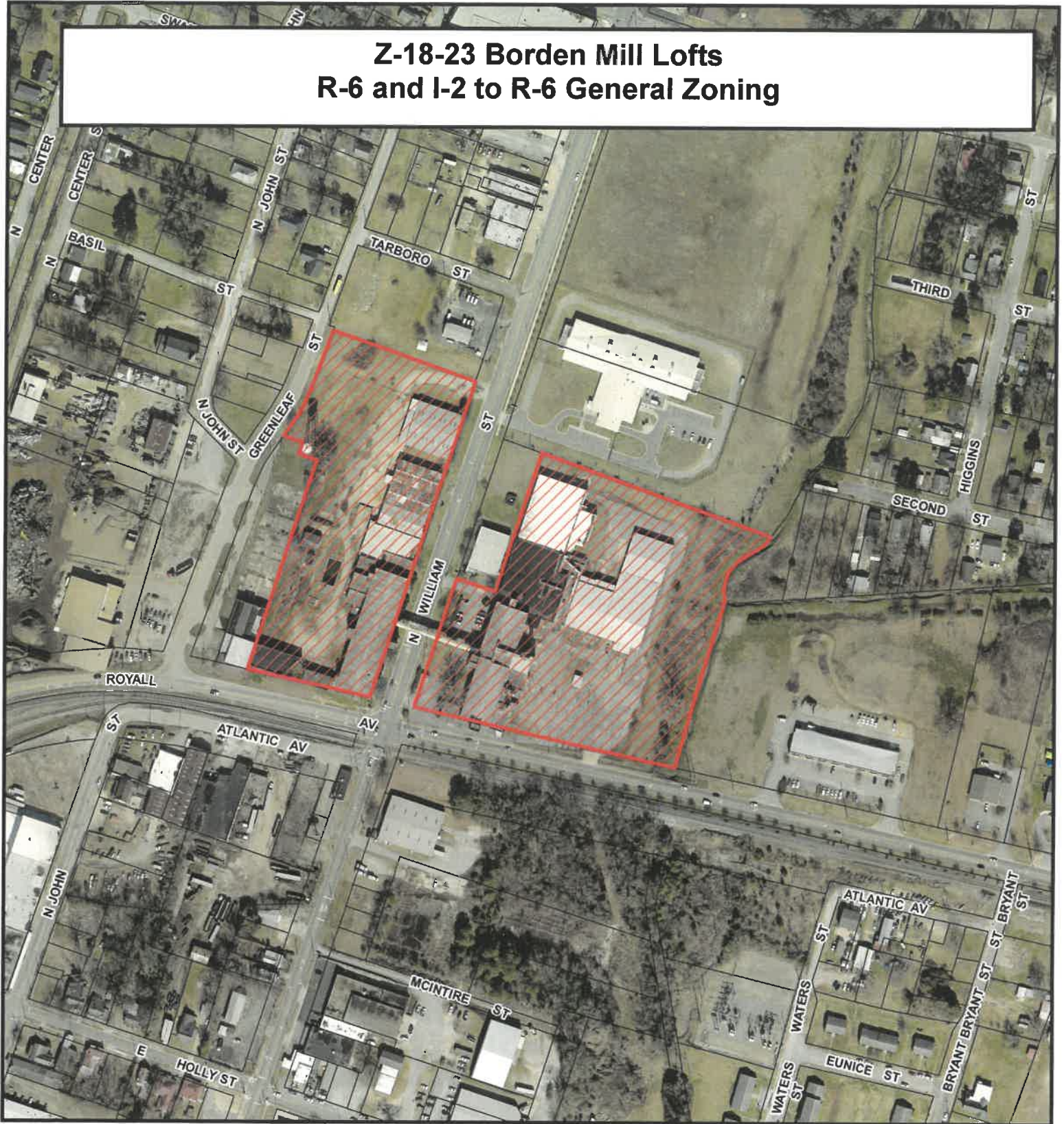
Attested by:

---

Laura Getz, City Clerk



# Z-18-23 Borden Mill Lofts R-6 and I-2 to R-6 General Zoning



## **REZONING REQUEST:**

**CASE NO:** Z-18-23  
**APPLICANT:** Borden Mill Lofts  
**REQUEST:** R-6 & I-2 to R-6 General Zoning)  
**LOCATION:** Eastside of William Street between Royall venue and Tarboro St.  
3509-19-1639, 3509-19-6339

**PIN #:**

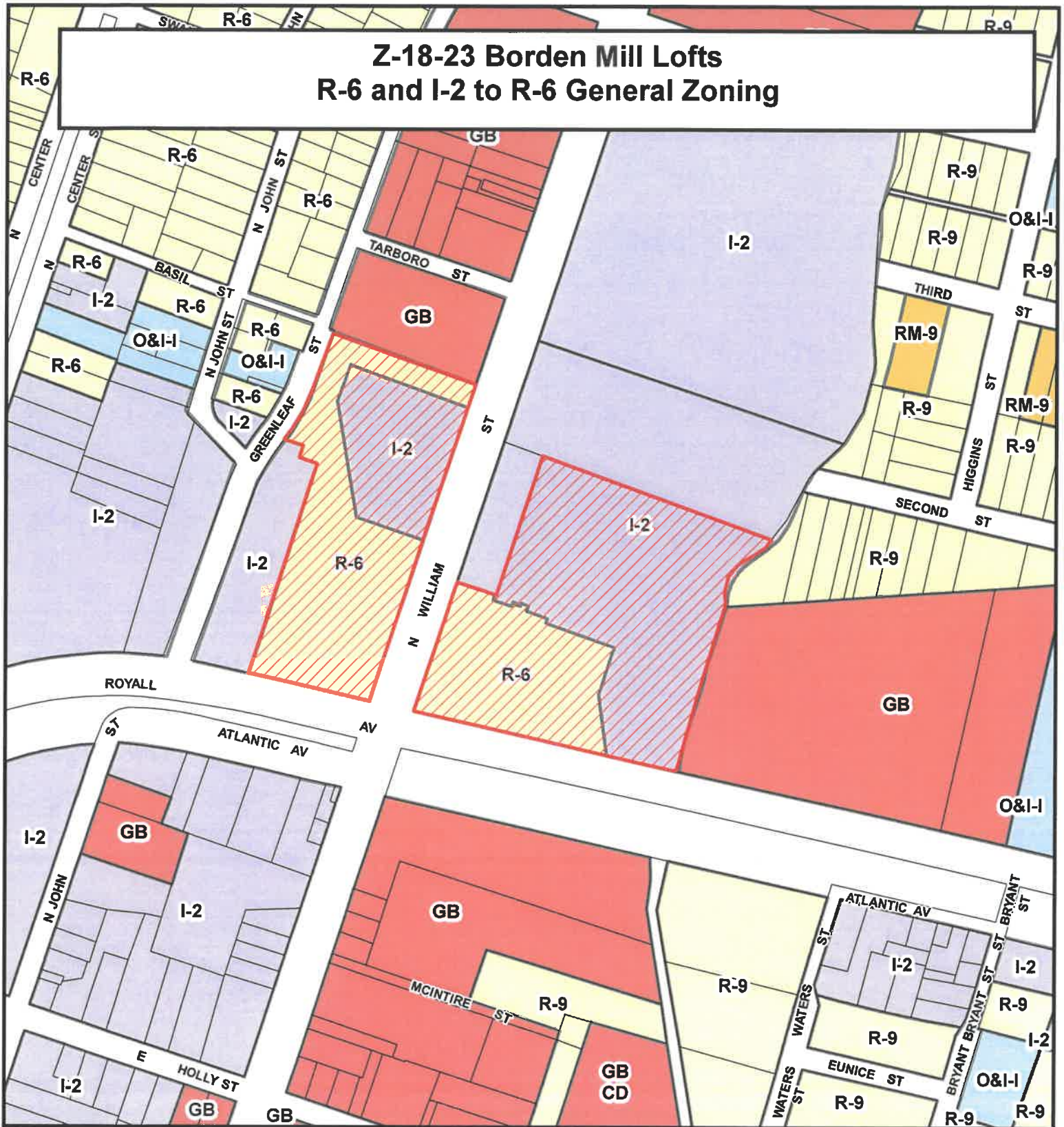
0 100 200 400  
Feet



The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on this map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.



# Z-18-23 Borden Mill Lofts R-6 and I-2 to R-6 General Zoning



## REZONING REQUEST:

**CASE NO:** Z-18-23  
**APPLICANT:** Borden Mill Lofts  
**REQUEST:** R-6 & I-2 to R-6 General Zoning)  
**LOCATION:** Eastside of William Street between Royall venue and Tarboro St.  
**PIN #:** 3509-19-1639, 3509-19-6339

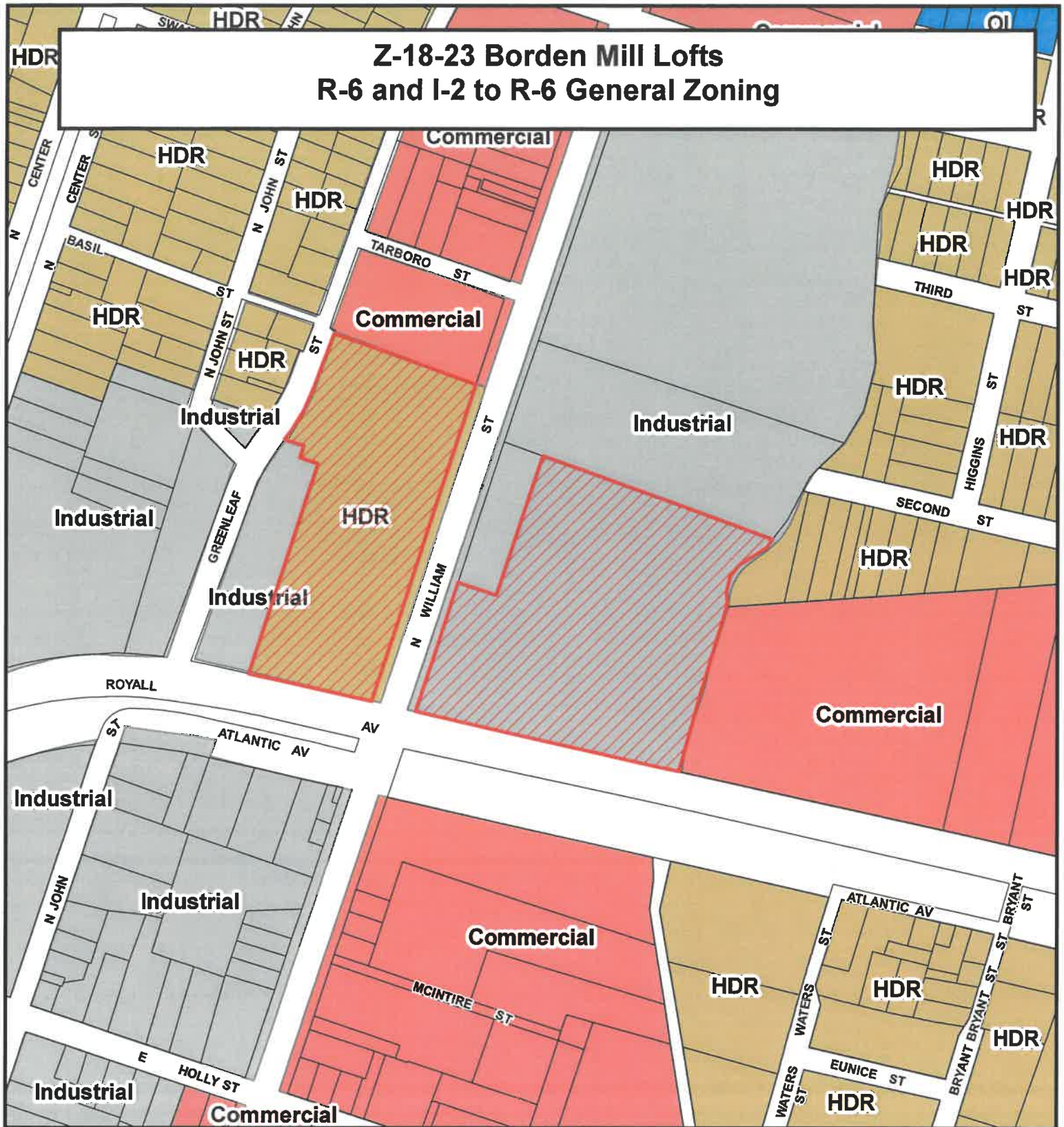
0 100 200 400  
 Feet



The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on this map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.



# Z-18-23 Borden Mill Lofts R-6 and I-2 to R-6 General Zoning



## REZONING REQUEST:

**CASE NO:** Z-18-23  
**APPLICANT:** Borden Mill Lofts  
**REQUEST:** R-6 & I-2 to R-6 General Zoning)  
**LOCATION:** Eastside of William Street between Royall Avenue and Tarboro St.  
**PIN #:** 3509-19-1639, 3509-19-6339

0 100 200 400  
 Feet



The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on this map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.



# BORDEN MANUFACTURING MILL

GOLDSBORO, NC



PROJECT INFO:  
SITE AREA: 12.9 +/- ACRES

TO BE RESTORED

TO BE DEMOLISHED

1 DEMOLITION PLAN





# GENERAL INFORMATION

SITE ACREAGE: 12.9 +/- ACRES  
 PROPERTY TAX PARCEL #: 3509196339  
 EXISTING ZONING DISTRICT: R-6/T-2  
 PROPOSED ZONING DISTRICT: R-6  
 NUMBER OF DWELLING UNITS: 141

## PROJECT INFO:

SITE ACREAGE: 12.9 +/- ACRES  
 141 APARTMENT UNITS

266 PARKING SPACES REQUIRED @ 1.4 PER 1BR UNIT  
 2 PER 2+ BR UNIT  
 0.5 PER 3BR UNIT

266 TOTAL PARKING SPACES PROVIDED

## UNIT MIX:

1 BEDROOM UNITS	50
2 BEDROOM UNITS	63
3 BEDROOM UNITS	28
TOTAL UNITS	141

# BORDEN MANUFACTURING MILL

GOLDSBORO, NC

RETENTION CENTER



FLOOD ZONE

VACANT LAND

80' STORM DRAINAGE AND UTILITY EASEMENT  
 P.C.H. STD. 228

APARTMENT UNITS

NON-POSSIBLE ORGANIZATION

STREET TREES SPACED 40' AT CENTER

N. WILLIAMS ST

APARTMENT UNITS

2 BEDROOM APARTMENT

(4) 2-BEDROOM APARTMENTS

COMMUNITY SPACE

ROYALL AVENUE

RECYCLING CENTER

ENCLOSED IN ASPHALT

8' HIGH FENCE IN LINE OF FULL 60' BUFFER

# BORDEN MANUFACTURING MILL

GOLDSBORO, NC

## GENERAL INFORMATION

SITE ACREAGE: 12.9 +/- ACRES  
 PROPERTY TAX PARCEL #: 3509196339  
 EXISTING ZONING DISTRICT: R-6/1-2  
 PROPOSED ZONING DISTRICT: R-6  
 NUMBER OF DWELLING UNITS: 141

## PROJECT INFO:

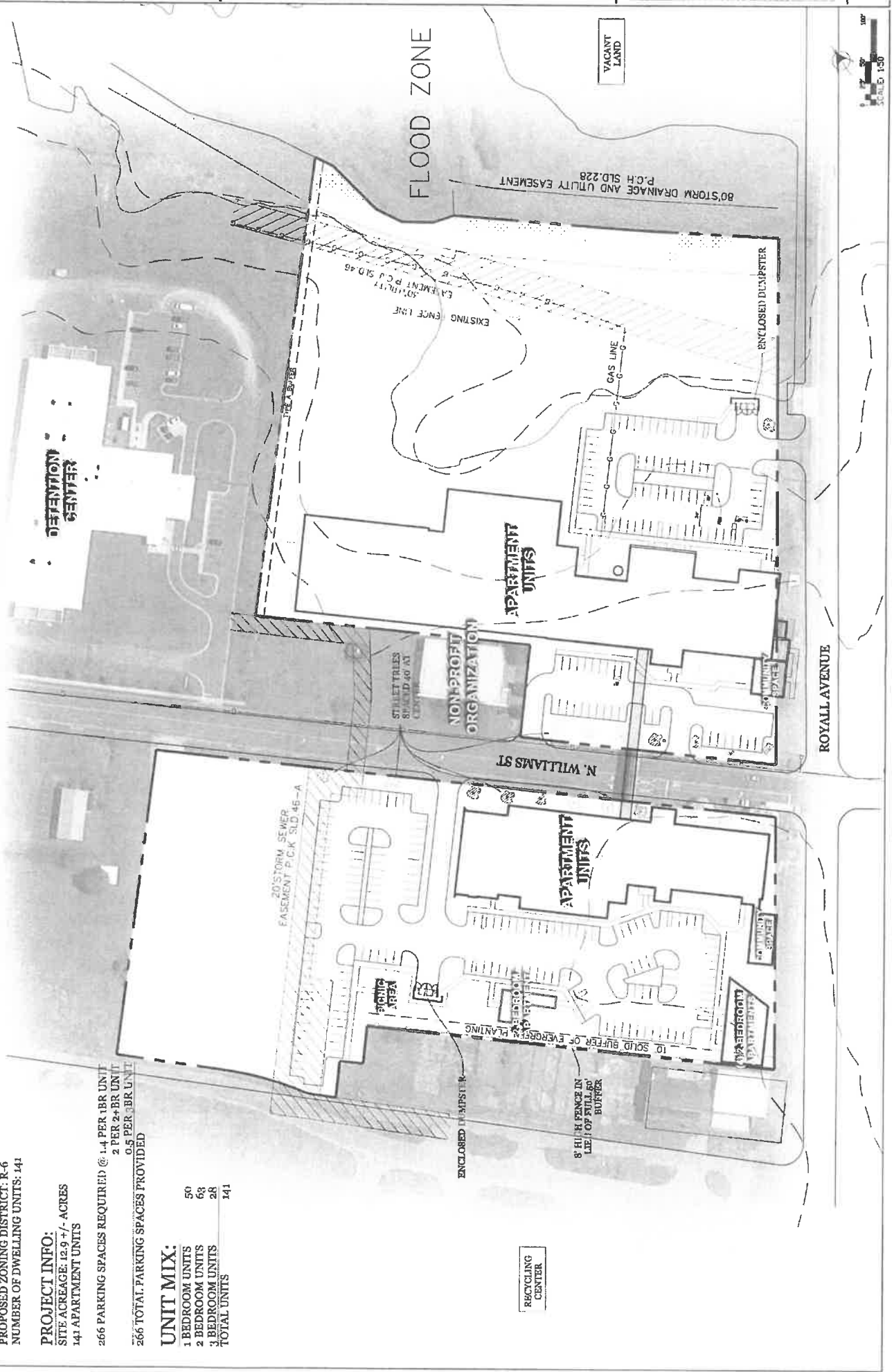
SITE ACREAGE: 12.9 +/- ACRES  
 141 APARTMENT UNITS

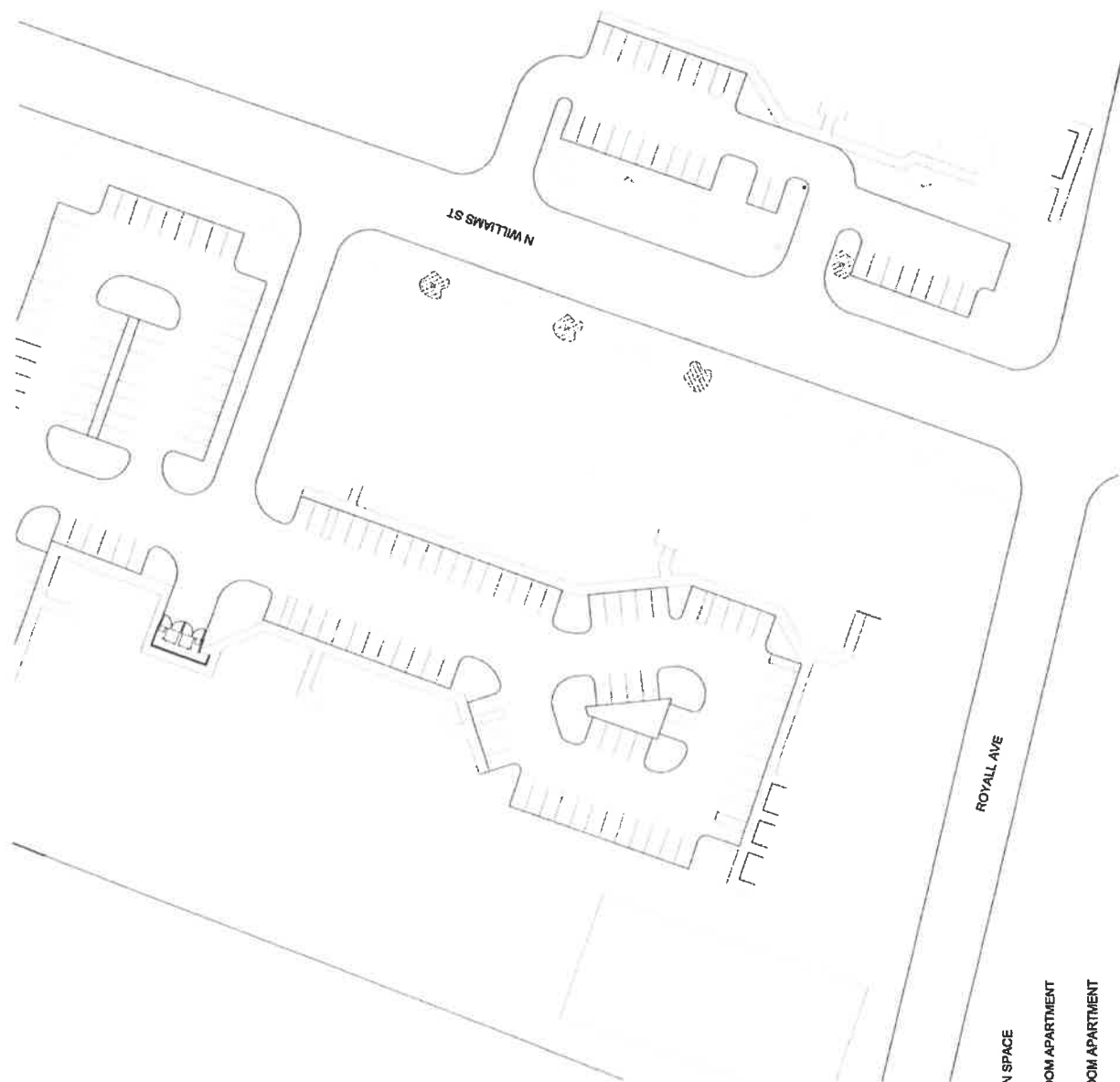
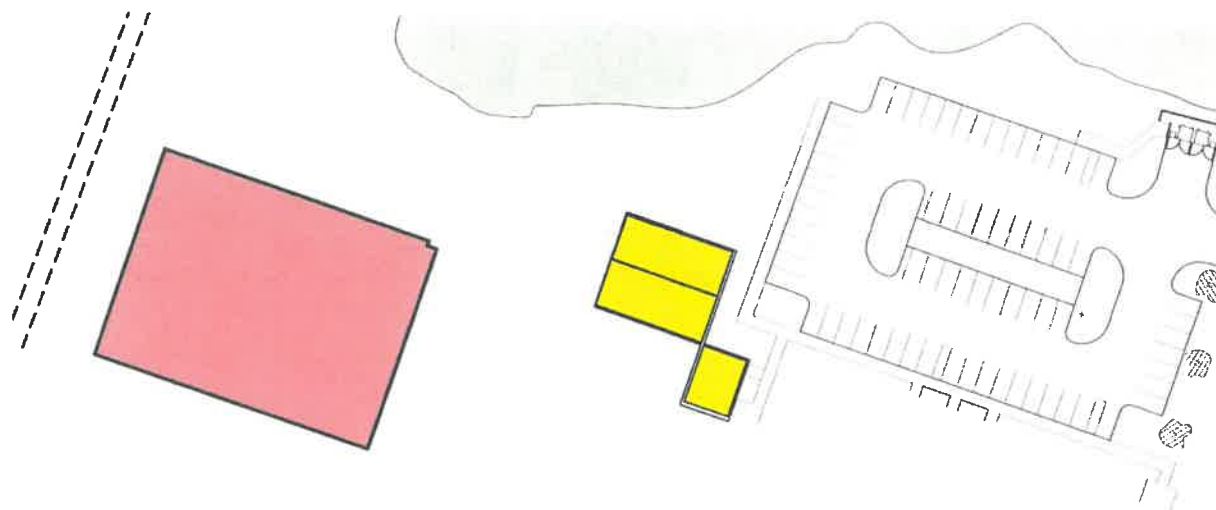
266 PARKING SPACES REQUIRED @ 1.4 PER 1BR UNIT  
 2 PER 2+BR UNIT  
 0.5 PER 1BR UNIT

266 TOTAL PARKING SPACES PROVIDED

## UNIT MIX:

1 BEDROOM UNITS	50
2 BEDROOM UNITS	68
3 BEDROOM UNITS	23
<b>TOTAL UNITS</b>	<b>141</b>

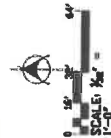




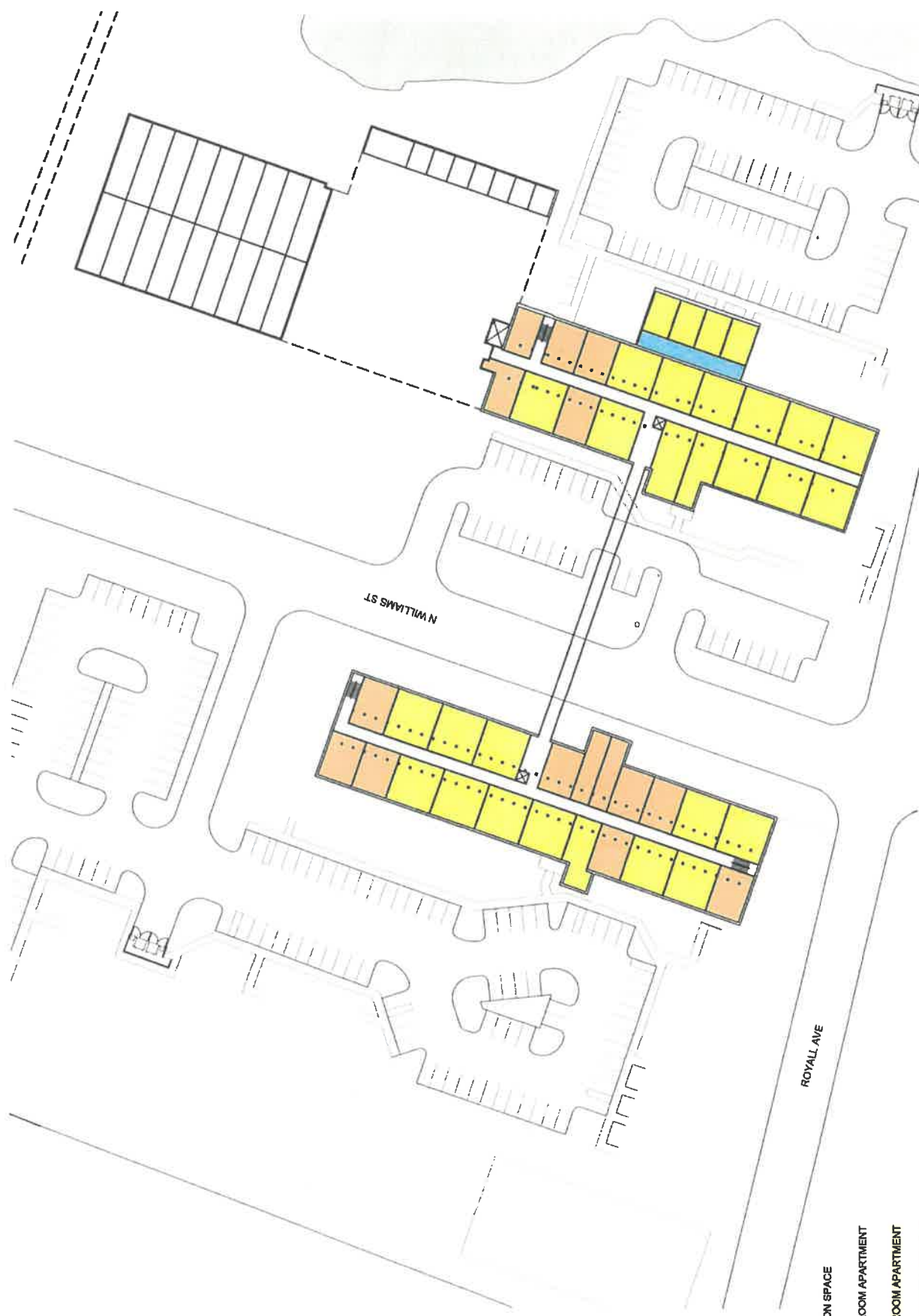
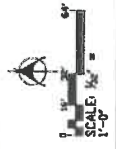
- COMMON SPACE
- 1 BEDROOM APARTMENT
- 2 BEDROOM APARTMENT
- 3 BEDROOM APARTMENT
- LIGHT WELL

1 BUILDING BASEMENT FLOOR PLAN





- COMMON SPACE
- 1 BEDROOM APARTMENT
- 2 BEDROOM APARTMENT
- 3 BEDROOM APARTMENT
- LIGHT WELL



- COMMON SPACE
- 1 BEDROOM APARTMENT
- 2 BEDROOM APARTMENT
- 3 BEDROOM APARTMENT
- LIGHT WELL

1 BUILDINGS SECOND FLOOR PLANS  
1/8" = 1'-0"





1 RECONSTRUCTED RENDER - BUILDING SOUTH - WEST ELEVATION (N WILLIAM STREET VIEW)  
FROM 2017 TO 2018

Z-11-23-011890



Planning Department  
200 North Center Street  
Goldsboro, NC 27530  
(919) 580-4313

## Application Fees:

Conditional Zoning \$550 (Includes advertisement fee)

General Zoning \$500 (Includes advertisement fee)

Received Date: \_\_\_\_\_

Initials: \_\_\_\_\_

## CHANGE OF ZONE APPLICATION

## For Office Use Only:

Application Number: Z-18-23Date processed: 11-06-23Fee Type: ☐ Cash ☒ Check # 7758☐ Credit CardInitials: NW**Applicant Acknowledgement: Only applicable if Conditional Zoning**

I understand that the City of Goldsboro must have three (3) sets of Site plans submitted along with an electronic site plan emailed to the Planning Administrative Assistant listed on the website at [www.goldsboronc.gov/planning](http://www.goldsboronc.gov/planning) or they will not be able to send out my application for formal review. I understand my 30 day review period begins after the City of Goldsboro acknowledges they have an electronic PDF copy of the required site plan. Information on the site plan shall meet or exceed the City of Goldsboro Unified Development Ordinance (UDO). Site plan needs to be in sufficient detail and scale to display precisely how the use intends to operate. See attached sheet for common things expected on site plan. If a portion of the property is proposed to be rezoned then a survey is required for the proposed area or application will not be accepted.

Applicant Signature: \_\_\_\_\_

Application is hereby made to the City Council of the City of Goldsboro for a Rezoning request (Complete the following information):

☒ Conditional Zoning☐ General Zoning

(check which applies)

Name of Development: \_\_\_\_\_

Borden Mill Lofts

Property Address: \_\_\_\_\_

811 N William StreetTotal Acreage: 12.9 Frontage: approx. 1,400 ft on East and West side of N. William; 850 ft on Royall Ave Depth: Approx. 850 ftWayne Co. Pin #: 3509191639; 3509196339 Current Zoning: R-6 and I-2 Proposed Zoning: All R-6

If Conditional Zoning, describe proposed use, justification and any uses prohibited for the request:

14 units of multi-family housing using existing structuresApplicant (Print): Aventurine One, LLCApplicant Address: 10401 Covered Bridge Road

City, State, Zip: \_\_\_\_\_

Prospect, KY 40059Applicant Phone: 317-408-6628Applicant Email: c.winter@oracledesign.netI, Caryn Winter, do hereby consent to the specific conditions and or uses listed on this application. I

acknowledge that if the Goldsboro City Council imposes additional conditions, I will be required to sign the Ordinance prior to Council signing the ordinance for approval.

Owner (Print): BAP Partners, LLCOwner Address: 1506 East Ash Street

City, State, Zip: \_\_\_\_\_

Goldsboro, NC 27530Owner Phone: 919-222-4301

Owner Email: \_\_\_\_\_

lborden@realestateadvisorsinc.net

(If owner differs from applicant a Owners Authorization Form is required upon submission)

Surveyor/Site Designer (Print): Martin Riley Associates - Architects, P.C.Surveyor/Site Designer Address: 100 Crescent Center Pkwy

City, State, Zip: \_\_\_\_\_

Tucker Station, GA 30084Surveyor/Site Designer Phone: 404-373-2800Surveyor/Site Designer Email: mriley@martinriley.com

## SIGNATURE REQUIRED

Caryn Winter  
Applicant - Printed

Applicant Signature

11/8/23  
Date

Rev. 3 (2/22/23)

**CITY OF GOLDSBORO  
OWNER'S AUTHORIZATION**

**IF the owner(s) of this subject property are giving authorization for someone else to apply for an application with the City of Goldsboro, for any of the following City of Goldsboro applications:**  
Please check the applicable box(es):

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Rezoning | <input type="checkbox"/> Site Plan                     | <input type="checkbox"/> Board of Adjustment - Variance |
| <input type="checkbox"/> Subdivision         | <input checked="" type="checkbox"/> Special Use Permit | <input type="checkbox"/> Home Occupation Permits        |

**This authorization must be completed and submitted at time of application. I/(WE)**

**BAP Partners, LLC**

\_\_\_\_\_, do(es) hereby certify that I/(WE)  
(Name of owner(s) of subject property)

am/(are) the Owners of the property legally described below and hereby certify that I/(WE) have given authorization to the following person and/or corporation:

**Aventurine One, LLC**

\_\_\_\_\_, to submit an application  
(Name of Company and Authorized Representative)

to the City of Goldsboro, NC for My/(OUR) property as listed below.

Wayne County Parcel Identification Number(s):

3509191639

3509196339

Property Address:

811 N William Street

309 Royall Ave

BAP Partners LLC

Property Owner – Print

th

Property Owner Signature

11/8/23

Date

**NOTARY STATEMENT**

Sworn to and subscribed before me the 8th day of November, 2023

Notary Public in and for the State of NC, County of Wayne

I, Amanda R. Price, Notary Public, do hereby certify that

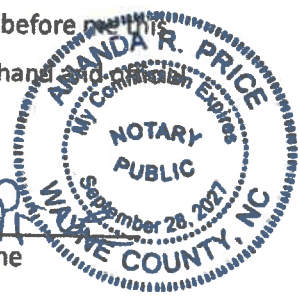
David M. Perry (name of individual(s) personally appeared before me this

day and acknowledged the due execution of the foregoing instrument. Witness my hand and

seal this 8th day of Nov, 2023

Amanda R. Price  
Official Signature of Notary

Amanda R. Price  
Notary printed or typed name



SEAL

My commission expires: 9-28-2027



**PUBLIC HEARING NOTICE  
CITY OF GOLDSBORO COUNCIL MEETING**

Notice is hereby given of a meeting of the Goldsboro City Council at **7 p.m. on Tuesday, December 4, 2023**, to consider the following applications. The Goldsboro City Council will hold their meeting in the City Council Chambers, 214 N. Center Street in the Historic City Hall building.

**Please note: *The meeting will be streamed live on the City's Facebook and YouTube.***

**Rezoning:**

**Z-17-23 Belfast Road Operations Center (GB, R-16, I-2 to I-2 Conditional Zoning)** – East side of US I-795 Hwy northeast of Belfast Rd – The applicant is requesting a change of zone for the subject property from the General Business, Residential 16 and General Industry (I-2) Zoning District to the General Industry (I-2) Conditional Zoning District, limiting the use of the property to proposed utility contractor operations center to include warehouse storage, outside storage and a staging yard associated with electrical power outages and required maintenance of utility systems. The Wayne County Tax Identification Numbers are 3601137345, 3601231254, 3601243100, and 3601222553. The property consists of approximately 1,206,612 s.f. or 27.7 acres.

**Z-18-23 Borden Mill Lofts (R-6 and I-2 to R-6 Conditional Zoning)** – East side of N. William Street between Royall Avenue and Tarboro St. – The applicant is requesting a change of zone for the subject property from the Residential 6 and General Industry (I-2) Zoning District to the Residential 6 Conditional Zoning District, limiting the property to multi-family development consisting of 141 units. The Wayne County Tax Identification Number is 3509191639, 3509196339. The property consists of approximately 561,924 s.f. or 12.9 acres.

*The City Council of the City of Goldsboro may change the existing zoning classification of the entire area covered by the application or any part or parts of such area, to the classification requested, or to a higher classification or classifications without the necessity of withdrawal or modification to the application.*

All interested persons are invited to attend this public hearing and to be heard. Handicapped persons needing assistance or aids should contact the Clerk's office prior to the meeting at 919-580-4361 at least four (4) days prior to the meeting.

---

Laura Getz, City Clerk

---

Ronald Lawrence, City Attorney

PUBLISH: 11/16 & 11/23

Adjacent Property Owners of Z-18-23

PIN#	Name	Address	City	State	ZipCode	PropertyAddress
3509198739	County of Wayne	PO Box 227	Goldsboro	NC	27533	900 N William St
3509291519	Douglas Honeycutt	194 Airport Road	Goldsboro	NC	27863	
3509291234	Group W Management	PO Box 10273	goldsboro	NC	27532	401 Royall Ave
3509194602	Wayne County Partership for Wayne Co	PO Box 11557	Goldsboro	NC	27532	
3600102074	Moye-Corp LLC	PO Box 1704	Greenville	nc	27835	905 W William st
3509099502	Charles Woodard	209 Walnut Creek Dr	Goldsboro	NC	27534	800 Greenleaf st
3509098855	Ronald Mayo	429 Satterfield Drive	New Bern	NC	28560	Greenleaf st
3509099904	Goldsboro Eastern Chapel Missionary	1021 Bern St	New Bern	NC	27560	Greenleaf st
3509098986	Mount Carmel	1021 Bern St	New Bern	NC	27560	Greenleaf st
3600009076	MCLamb Fredda Everette & Heirs	PO BOX 14353	Raleigh	NC	27620	831 Greenleaf st
3600009155	ST Matthew AME Zion Church Trustee	PO BOX 211	GOLDSBORO	NC	27533	901 Greenleaf St

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
DECEMBER 4, 2023 COUNCIL MEETING

**SUBJECT:** Municipal Ordinance to Repeal Speed Limits and Request for Concurrence for a Section of Thoroughfare Road

**BACKGROUND:** The N. C. Department of Transportation is seeking to update existing ordinances on Thoroughfare Road and has requested that the City adopt a concurring ordinance.

**DISCUSSION:** The Department of Transportation has investigated a 45-mph section of roadway located just inside the city limits of Goldsboro on Thoroughfare Road (SR 1712) from a point 1.16 mile north of SR 1713, northward to Central Heights Road (SR 1709). A municipal ordinance is required to repeal the existing 45 MPH speed limit. The City will need to adopt a concurring ordinance for the following section of roadway.

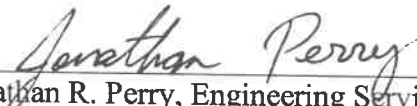
**Due to this section being within the city limits:**  
Repeal 45 MPH Zone for:

- Thoroughfare Road (SR 1712) from a point 1.16 mile north of SR 1713, northward to Central Heights Road (SR 1709)

City of Goldsboro current ordinances do not include blanket speed limits for NCDOT maintained streets; therefore, the City must adopt an ordinance specific to NCDOT maintained streets within the existing city limits. Speed limits not posted on streets within the city limits of Goldsboro are automatically 35 MPH.

**RECOMMENDATION:** It is recommended that the City Council adopt the attached ordinance repealing the speed limit for sections of NCDOT Highway System Street located within the existing city limits of Goldsboro.

Date: 11-27-23

  
Jonathan R. Perry, Engineering Services Manager

Date: 11/27/23

  
Timothy M. Salmon, City Manager



ORDINANCE NO. 2023- 7/

**AN ORDINANCE REPEALING THE SPEED LIMIT  
FOR A SECTION OF NCDOT HIGHWAY SYSTEM STREET  
WITHIN THE CITY OF GOLDSBORO**

**WHEREAS**, there are approximately 64 miles of streets within the Goldsboro City Limits that are on the North Carolina Department of Transportation Highway System; and

**WHEREAS**, the North Carolina Department of Transportation desires to correct ordinances for the speed limits on certain sections of streets on its Highway System within the existing Goldsboro City Limits; and

**WHEREAS**, the Department of Transportation desires that the City of Goldsboro adopt a concurring ordinance to repeal the existing speed ordinance for a section of NCDOT Highway system streets within the existing city limits.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Goldsboro, that:

1. The speed limits on the following street section shall be repealed:

45-MPH Zone for:

Thoroughfare Road (SR 1712) from a point 1.16 mile north of SR 1713, northward to Central Heights Road (SR 1709)

2. The speed limit for the above street section shall be reflected on the Official Speed Limit Map of the City of Goldsboro, North Carolina as 35 MPH speed limit.
3. This Ordinance shall be in full force and effect from and after this the 4<sup>th</sup> day December, 2023.

Attested by:

  
Laura Getz, City Clerk



  
David Ham, Mayor

**Certification of Municipal Declaration  
To Repeal Speed Limits and Request for Concurrence**

---

**Concurring State Ordinance Number:** 1047201

**Division:** 4      **County:** WAYNE

**Municipality** GOLDSBORO

**Type:** Municipal Speed Zones

**Road:** SR 1712

**Car:** 45 MPH

**Truck:** 45 MPH

**Description:** Thoroughfare Road (SR 1712) from a point 1.16 mile north of SR 1713, northward to Central Heights Road (SR 1709).

---

**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my  
hand and the municipal seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(municipal seal)

---

**Department of Transportation Approval**

Division: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Region: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
DECEMBER 4, 2023 COUNCIL MEETING

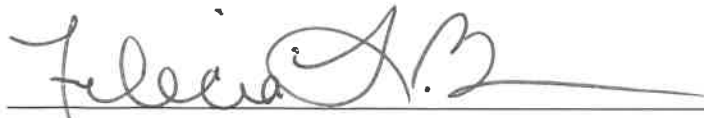
SUBJECT: Replastering Mina Weil Pool

BACKGROUND: In 2022 and 2023, the Wayne County Department of Environmental Health recommended Mina Weil Pool be replastered. Parks and Recreation was budgeted \$70,000 in FY23 to replaster Mina Weil Pool. As staff had difficulty getting quotes for the repair, it was recommended and approved for \$47,000 of the \$70,000 be transferred to enable the Goldsboro Event Center (GEC) to complete plumbing repairs. The plumbing repair costs were not budgeted in the FY23 Budget for the GEC. Mina Weil Pool replastering was not budgeted in the FY24 Budget.

DISCUSSION: Parks and Recreation has now successfully obtained two (2) quotes to replaster Mina Weil Pool. The lower of the two quotes is \$86,980.25 and covers the company removing one layer of plaster. Should the company have to remove a second layer of plaster, this cost will increase. Staff suggest including a 10% contingency should the company have to remove a second layer of plaster. Money was not budgeted for the pool replaster for FY24. Quote and contingency totals \$95,000.

RECOMMENDATION: It is recommended that the Council approve the attached resolution authorizing staff to complete the repairs at Mina Weil Pool.

DATE: 11-29-2023

  
Felicia Brown, Parks and Recreation Director

DATE: 11/29/23

  
Timothy Salmon, City Manager



RESOLUTION NO. 2023- 91

**A RESOLUTION AUTHORIZING THE CITY OF GOLDSBORO TO  
REPLASTER MINA WEIL POOL**

**WHEREAS**, the City of Goldsboro budgeted \$70,000 in FY23 to replaster Mina Weil Pool; and

**WHEREAS**, staff had difficulty obtaining quotes to replaster Mina Weil Pool and plumbing issues arose in FY23 at the Goldsboro Event Center (GEC); and

**WHEREAS**, \$47,000 of the budgeted \$70,000 was transferred to complete the plumbing repairs at the GEC; and

**WHEREAS**, in FY24, while Mina Weil Pool repairs were not budgeted, staff have successfully obtained two (2) quotes to replaster Mina Weil Pool – the lower quote totaling \$86,980.25 and includes removing one layer of plaster; and

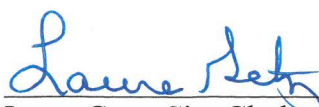
**WHEREAS**, staff suggest including a contingency of 10% should a second layer of plaster need to be removed; and

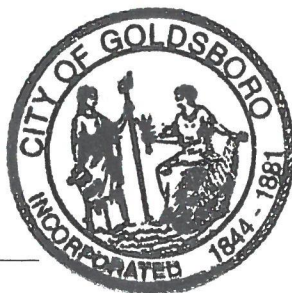
**WHEREAS**, staff recommend completing these repairs as it will ensure the public can continue using Mina Weil Pool.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Goldsboro, North Carolina, that:

1. City staff are authorized to contract for replastering repairs to not exceed \$95,000 at Mina Weil Pool.
2. Funds for the replastering will be appropriated from the General Fund balance.
3. This resolution shall be in full force and effect from and after this 4<sup>th</sup> day of December, 2023.

Attested by:

  
Laura Getz, City Clerk



  
David Ham, Mayor



Pearl Pool Plastering, LLC  
 Printed: 8/9/2023  
 Phone: 919-746-7011  
 5813 Lease Lane, Raleigh, NC, 27617

## Proposal

City of Goldsboro Parks and Recreation  
 Phone: 919-739-7487  
 Cell: 919-739-7487

P.O. Drawer A  
 Goldsboro, NC, 27533

Job Name & Number:  
 Pearl - W A Foster Recreation Center Pool -  
 J-000009390

Job Address:  
 1012 South John Street,  
 Goldsboro, NC, 27530

*Pearl Pool Plastering, LLC, henceforth referred to as "CONTRACTOR", is proud to present City of Goldsboro Parks and Recreation this proposal for work on your swimming pool project.*

## Price Breakdown

### Plumbing

Title	Description	Price
JLI-00163227 : Neptune Benson 30x30	1) Install New Main Drain Covers and Frames.  Note: The Pool Main Drains will require a drain sump w/ a minimum of a 3" clearance to the pipe, or a change order will be needed to create a sump. Note: Price does not include the VGB Engineer approval letter but can be requested.	
JLI-00163230 : Filter Sand Change	1) Price is to change filter sand and pea gravel on (4) Pentair TR140 Sand Filters. Note: The contractor will evaluate the filter laterals and downtubes and replace them as necessary once approved by John Albert.	
<b>SUBTOTAL</b>		<b>\$10,179.16*</b>

### Tile

Title	Description	Price
JLI-00070382 : Transition Tile Installation	1) Install 2 Rows of 2x2 Black Tiles at 5FT Depth Change. Note: Does not include caulk joint.	



Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

JLI-00070386 : Waterline Tile - Renovation 6x6  
(Labor Only)

- 1) Install New 6x6 Tile and grout with white grout.
  - 2) Grout Above New Tile (Renovation Strip and/or Caulk Are Available for an Additional Cost)
- NOTE: Includes labor for tile in all skimmers.  
NOTE: Either OWNER provides tile, or the tile is selected on this estimate.

JLI-00070384 : Tile - Demo

- 1) Demo Tile

JLI-00070383 : In-Pool Expansion Joint

- 1) Demo the existing tiles and remove the existing caulk between tiles.
- 2) Prep for new tile and two-part epoxy installation.
- 3) Install 2x2 tile (black or white) on each side of in pool joint.
- 4) Install two-part epoxy between the new tile.

JLI-00163156 : Tile - Aztec 6x6 (Cobalt)

NOTE: Product Only, Installation Extra

**SUBTOTAL** \$14,853.00\*

### Prep

Title	Description	Price
JLI-00070371 : Prep - Renovation (Over Minimum)	<ol style="list-style-type: none"><li>1) Cut and Chip Around Fittings.</li><li>2) Cut and Chip Under Waterline Tile.</li><li>3) Check for Hollow Plaster (Extra Charges Apply if Present by Change Order).</li><li>4) Clean Pool.</li><li>5) Install bond coat.</li><li>6) The customer is responsible for draining the pool/spa before the day of work begins unless this has been requested as a service for the contractor to complete.</li><li>7) Contractor cannot investigate the pool surface for hollow plaster or cracks until the pool is empty.</li><li>8) If cracks in the pool shell are found once the pool is empty, they will be charged separately once evaluated and, if necessary.</li><li>9) The prep price is based on standard wall returns. Prep for in-floor return extensions will be charged separately.</li><li>10) We include 100 Sq Ft. of hollow plaster removal in this price.</li></ol> <p>NOTE: This price is for standard prep only; an extra fee will be charged for removal if the pool is painted or as a fiberglass overlay.</p>	



Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

NOTE: When plastering over the painted or fiberglass surface, all layers must be removed for the new plaster finish to be under warranty.

JLI-00163155 : Prep - Delete Racing Lanes

1) Price is for removing the existing lap lanes and debris haul-off.

JLI-00163888 : Dumpster Fees

**\*\*Dumpster by Customer\*\* NO CHARGE**

1) As there will be a significant amount of debris generated during the renovation, it is necessary to have a commercial dumpster on the job site.  
2) The price quoted covers all delivery, removal, and hazardous waste fees related to this renovation. Please note that the dumpster will need to be placed as close to the pool as possible, which may result in the temporary blocking of parking spaces if necessary. Also, please note that disposal, hazardous waste, and removal fees will still apply if the contractor chooses to use a dumpster, dump trailer, or their own truck for the debris.

JLI-00163889 : Prep - Plaster Removal

1) Remove One Layer of Plaster from the pool's surface and remove debris from the site.  
Note: The presence of paint under existing plaster or the absence of a bond coat will require a change order.  
Note: A dumpster for debris is not included in this price.

**SUBTOTAL \$28,814.30\***

## Deck

Title	Description	Price
JLI-00070387 : Caulk - Above Waterline Tile	1) Remove the existing caulk above the tile or plastic beauty strip. 2) Install New Polyurethane Sealant above Tile. 3) NP1 Polyurethane Sealant Above Tile is needed to waterproof the void between the new tile and existing coping. 4) This application applies to Concrete Cantilever Coping Decks Only. This product is not needed for a Stone/Paver Coping; grout will be used instead. 5) The contractor will not be responsible for algae and mold development on caulk in high moisture areas. Note: Sealant to match grout and coping color close as possible.	





Pearl Pool Plastering, LLC  
 Printed: 8/9/2023  
 Phone: 919-746-7011  
 5813 Lease Lane, Raleigh, NC, 27617

**SUBTOTAL**     \$2,943.00\*

## Plaster

Title	Description	Price
JLI-00070372 : Plaster - DB Carolina Blue S (Unexposed)	<p><b>**10-Year Commercial Limited Warranty**</b></p> <p>1) Diamond Brite Quartz Finish (Unexposed)</p> <p>2) Warranty Ten (10) Year Commercial Limited from Date of Completion (See SGM Warranty for Details)</p> <p>3) NPC Startup Procedures MUST Be Followed</p> <p>4) Staining, Streaking, Mottling, Hydration, Calcification, and Damage Due to Poor Water Chemicals are NOT Covered Under Warranty</p> <p>NOTE: Warranty is not valid until the contract has been paid in full.</p> <p>*Diamond Brite Commercial Quartz Warranty- *Ten Year Limited from Completion date.</p> <p>*Pearl Pool Plastering offers an EXCLUSIVE pro-rated warranty extension to ten (10) years when registered with SGM by the customer; otherwise: the warranty term is five (5) years.</p> <p>*Register your Warranty here:  <a href="https://www.sgm.cc/warranty">https://www.sgm.cc/warranty</a></p>	
JLI-00070367 : SGM (Diamond Brite) Warranty	<p>1) Once your pool project is completed, please register your warranty here <a href="https://www.sgm.cc/warranty/">https://www.sgm.cc/warranty/</a></p> <p>2) Warranties are not transferable. Warranties are not valid until the job has been paid in full.</p> <p>Note: Your Warranty is not valid unless this online registration is completed in full within thirty (30) days of installation of pool finish material. At SGM's discretion, proof of purchase and use may be required as a condition of this warranty. All claims regarding workmanship should be directed to your contractor or applicator.</p>	
JLI-00070373 : Plaster - Extra Depth of Pool (Quartz)	<p>1) Up to 6 FT Deep Pools Included in Base Price.</p> <p>2) Price is Per Foot of Depth Above 6 FT.</p> <p>3) Half Foot Measurements are Rounded Up.</p>	
JLI-00163072 : Plaster Disclaimer	<p>Thank you for considering our product for your pool finish. We place a big emphasis on product education. To help the consumer make an informed pool finish decision, we listed a few essential disclaimers that are similar to all cementitious pool finishes on the market. We are committed to being a reputable source of pool finish information.</p>	



Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

Finish color and consistency may vary due to variations in natural materials, plastering techniques, and pool water chemistry. Some finishes contain a unique composition of ocean shells that are not guaranteed against long-term breakdown or loss of color due to pool water chemistry. To date, we have had zero complaints about shell loss.

Like all quartz, plaster-type products, pebble, and polished finishes on the market are subject to cosmetic issues prevalent in cementitious products. Colored/pigmented quartz and plaster products may increase the possible look of blotchiness, swirling, and trowel marks.

Pool interior finishes are composed of materials that may have inherent shading and/or color variation, which is normal and should not be construed as a defect. Environmental factors such as humidity, temperature, substrate conditions, etc., during the installation process, can cause normal color variations (normal mottling) across the surface of a coating. This is generally a uniform shading or cloudy appearance. These variations may be more pronounced on a cloudy day or at night with the light on. These conditions are beyond the contractor's control. Discoloration or mottled-shade variation is not considered a failure or defect, but is characteristic of most cementitious products, not needing remedy. It is a normal occurrence for most exposed aggregate finishes to have variations in the surface aggregate density or variations in the concentration of aggregates across the finished surface. Proper evaluation of an interior finish is done when the pool is full of water and under natural light conditions only. The pool interior finish is NOT guaranteed for evenness of color and may not be the exact shade anticipated. The shade and color of pigmented surfaces will vary and "fade" over time. Cracking (check cracks and hairline cracks), may be noticeable and may be quite pronounced with colored finishes and are normal and are not considered defects.

The most common discolorations found in swimming pools are scale and spot etching. Both can make the pool surface look blotchy and spotty and may even look like the pigment color has faded. In pebble pools, when water chemistry promotes scale, the buildup can cover the pebbles making the surface look uneven. The finish may even feel rough to the touch. The warranty does not cover scale, spot etching, or stains as they are topical and due to unbalanced pool water chemistry.



Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

The initial 28-day swimming pool startup is vital to the lifetime performance and appearance of the surface. During this time, your pool finish is hydrating and is most susceptible to staining, scaling, and discoloration. A correct startup is critical for the long-term durability and cosmetic appearance of the pool finish.

JLI-00163073 : Plaster Start-Up

Please be advised that the plaster start-up is not included in this contract and falls under the sole responsibility of the customer.

It is crucial to properly start up your swimming pool during the first 28 days in order to ensure its long-term performance and appearance. The pool finish is particularly vulnerable to staining, scaling, and discoloration during this time as it is still hydrating. A correct startup is essential for maintaining the durability and cosmetic appeal of your pool finish.

**SUBTOTAL**      \$0.00\*

Other

Title	Description	Price
JLI-00070363 : Freight Surcharge	1) Shipping surcharges compensate for extra expenses in handling, special service, unusual delivery, or other expenses inherent in shipping products with exceptional requirements or circumstances.	
JLI-00070365 : Scheduling Reminder	1) We are scheduling (Fall 2023) currently tentative on the weather and based on when the deposit clears our office.  Contractor Note: The Owner/Management/General Contractor/Builder needs to fully understand the importance of the received deposit and the issues that come with inclement weather. The Plaster/Renovation will not be added to the contractor's scheduling calendar until the deposit has cleared our office; please allow 7 to 10 days for this process. Once the deposit has been received and cleared, we will contact you with a tentatively scheduled start week. We need you to understand that every phase of your renovation/plaster can be affected by the weather in every form, so we must do the work requested when the weather permits us to provide you with the quality of work you desire and expect. Material shortages, shipping issues, and	



Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

inclement weather like rain, freezing temperatures, and acts of god will delay all current projects further into the year. \*PLEASE KEEP IN MIND THAT SCHEDULED DATES FOR WORK MAY BE AFFECTED BY WEATHER.

JLI-00070366 : Material Shortage

1) Please be aware of the current industry shortages for tile and plaster. We request that you have multiple selections for both tile and plaster (if applicable) so that we can have a contingency plan if your original selection should be not available. Having this before signing the contract will keep your project moving forward to completion.

JLI-00070377 : Fittings - Wall Fitting Replacement

1) This price includes removing existing fittings, extending plumbing, and installing new fittings.  
NOTE: Standard Wall Fittings are included in this price; we do not replace therapeutic jets unless requested.  
NOTE: Fitting color to be at the contractor's discretion and best match the plaster finish.

JLI-00070368 : Agreement Charges

1) Vendor registration, third-party invoicing, or compliance system fees are not included in this proposal; all fees will be based upon document review and the registration fees required.

JLI-00070369 : VGBA Requirement Note

1) New VGBA requirements went into effect in 2022. Due to these new requirements, your current drain cover, drain sump, or main drain piping may exceed the required flow ratings of the new VGB code. The Contractor cannot be held liable for these unknowns. We recommend having a true flow test before draining your pool so that we can properly estimate and address any issues at the renovation time. Do not assume these items or repairs are included by the Contractor unless specifically noted in your contract.

JLI-00070380 : Zone Charge 3 - Southeast

1) Zone Charge for All Phases of Job as Originally Bid.  
NOTE: The zone charge will also be adjusted if additional services are added.  
2) Zone Charge Subject to Change Before Final Billing.  
NOTE: Minimum Travel Charge Applies if Under 40 Miles

JLI-00070376 : Rope Anchors

1) Install or replace rope anchors at transition only.

JLI-00070388 : Customer Note

In case of severe delamination caused by prolonged exposure to water chemistry or inadequate maintenance of the plaster, it may be necessary to completely remove the plaster from the pool.  
Note: Confirmation of this can only occur after the pool has been drained and evaluated.





Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

Note: If plaster removal is required, a change order will be issued. The cost for one layer of plaster removal an additional \$27,614.32.

Note: If a second layer of removal is needed it will be at a discounted charge.

JLI-00163154 : Prep - Delete Safety Rope Anchors

1) Price is to delete and plaster over these areas.

JLI-00163193 : Certificate of Insurance / W9

To obtain a Certificate of Insurance or a W9, follow this link [www.Pearlpools.net/COI](http://www.Pearlpools.net/COI). The certificate will be sent to you.

JLI-00163196 : Drain Cover - Standard Round 8"

1) Install New Main Drain Covers and Frames.  
Note: Hydrostatic Valve Cover.

JLI-00163229 : Safety Rope

1)The price is for a newly installed safety rope at the transition point from the shallow to the deep end.  
Note: The price is based on the length of the safety rope and the local code requirements.

**SUBTOTAL** \$1,631.11\*

#### Tax

Title	Description	Price
JLI-00070379 : NC Tax - Wayne	NC Tax - Wayne	

**SUBTOTAL** \$5,765.74\*

**Discounts Applied: \$21,745.06**

**Total Price, Net of Cash Payment Discount: \$86,980.25\***



Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

---

## Payment Terms

---

Work Milestone	% of Total Contract Price Due
Deposit	50.00%
Tile Labor Completion	40.00%
Final Invoice	10.00%

1) Owner/Builder/Property is Responsible for Water to Fill Pool and the 28-Day Plaster Care.

2) This Pricing is current and valid until 8/23/2023 \*Please note that this contract must be signed with a deposit paid before the date listed to receive this pricing. **Amount reflected is net of a 3% cash discount, applicable with settlement of invoice by ACH or Check.**

3) Payments are to be paid in full before the next phase is to be added to the schedule. \*All change orders must be approved and signed prior to the repairs being started. CONTRACTOR will invoice for all change orders the day of approvals/signatures. See Section 13 for further payment and financing terms and conditions.

*Important Message from CONTRACTOR: The Owner/Management/General Contractor/Builder need to have the full understanding of the importance of the received deposit and the issues that come with inclement weather. The Plaster/Renovation if approved will not be added to the CONTRACTOR scheduling calendar until the requested deposit has cleared our office. Once the deposit has been received and cleared we will contact you with a tentatively scheduled start date. We need you to understand that every phase of your renovation/plaster can be affected by the weather in every form so we must do the work requested when the weather permits us to do so to provide you with the quality of work you desire and expect. Any inclement weather like rain, freezing temperatures, and acts of god will delay all current projects further into the year. \*PLEASE KEEP IN MIND SCHEDULED DATES FOR WORK MAY BE AFFECTED BY WEATHER.*

1. TERMS AND CONDITIONS: Limited Warranties - CONTRACTOR, warrants it works to be free from defects in material and workmanship for a period of one year from the date the project is completed. Any and all warranties beyond the first year are provided by the product manufacturer. Warranties are not transferable. Warranties are not valid until the job has been paid in full.

In the event CONTRACTOR is contracted to install decking; decking is not warranted against cracking, chipping, raising, settling, or discoloration. Plaster is not warranted against discoloration, staining, chipping, or cracking since such plaster defects generally result from local water conditions, improper use of chemicals, or improper cleaning of the pool. Staining and/or hydration is not a manufacturer defect, therefore it is not covered under this warranty. Marble, quartz and stone application techniques as well as pigment loss from UV radiation can result in variations of color, shade and appearance. Such variations are not considered product defects.

All pool equipment and accessories installed as provided for herein, carry a warranty as provided by the manufacturer of the same. When Buyer has work performed by others, CONTRACTOR does not warrant such work and CONTRACTOR shall not be held liable for such work or loss or damages, which may result therefrom. Incidental and consequential costs, including but not limited to, water replacement, chemicals and loss of use of the pool are not covered. Buyer shall notify CONTRACTOR of any alleged defects or breach of the above warranty within a reasonable time after discovery, in no event later than 15 days after discovery: such notice



Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

shall be sent to 5813 Lease Lane, Raleigh, NC 27617. The above warranties are effective only if Buyer has complied with all terms and conditions, payment and other provisions of the contract.

The warranties become void if: the pool is not kept full except for a 5 day maintenance period each year: if the pool structures damaged by reason of ground water rising above the lowest point of the pool when the pool is not kept full (i.e. hydrostatic pressure), or by reason of any earth or fill ground movement, acts of God, war, riots, or other civil disturbances, acts of others; or if there was a transfer or change of ownership of the real property on which the pool is located.

Defects or failures resulting from, mistreatment or neglect by Buyer will be repaired or serviced at Buyer's expense. If Buyer Has work performed by others that is not provided for in this contract such as but not limited to, electrical panel changes, landscaping, erection of fences and retaining walls, CONTRACTOR does not warrant such work, and CONTRACTOR shall not be held liable for such work or loss or damages which may result thereof.

The sole and exclusive remedy of the Buyer and the obligation of CONTRACTOR for the matter set forth herein whether on warranty, contract, negligence or strict liability, is the repair of the defect. CONTRACTOR shall in no event be liable for special or consequential damages.

2. CONTRACTS AND SPECIFICATION: This contract constitutes the entire contract and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for or on behalf of either party or by a commitment or arrangement not specified in the contract. No additional work shall be done without prior written authorization by Buyer. Any such authorization shall be on a change order form showing the agreement terms and the reason for such change and approved by both parties. For such additional work added to the contract, it is agreed that payment in advance at the agreed upon price of such additional work is due prior to commencement of said additional work; and that all terms and conditions of this contract shall apply to such additional work. Both parties agree that the contract completion dates shall be extended 15 working days for each additional working day necessitated by the change order. If any provision (or portion thereof) of the contract shall be deemed invalid it is agreed that such invalidity shall only affect such provision (or portion thereof) and the remainder of this contract shall remain in force and effect.

3. RESPONSIBILITIES OF CONTRACTOR CONDITIONS AND LIMITATIONS: CONTRACTOR agrees to do all work provided in this contract in good and workmanlike manner, but shall not be responsible for delay or failure to perform work when such delay or failure is due to: Acts of God, inclement weather, wars, riot or other civil disturbance, labor disputes, government prohibition, non-issuance of all required permits affecting the swimming pool and adjacent areas, failure of Buyer to perform any obligations to be performed by Buyer hereunder, or other reason beyond CONTRACTOR's control. The date of completion provided for herein shall be extended five (5) business days, for each calendar day of delay caused by any or all of the events referred to in this paragraph, up to and including the sixth (6th) day of delay. Thereafter, the date of completion shall be extended one (1) business day for each calendar day of delay. CONTRACTOR is not responsible for damage to improvements and appurtenances located reasonably adjacent to the access routes or the pool site, including but not limited to such items as curbs, sidewalks, drive-ways, patios, lawns, shrubs and sprinkler systems. CONTRACTOR is not responsible for damages caused by ground compaction excavation equipment. CONTRACTOR is not responsible for the floatation of the pool. No pool site preparation will be done by CONTRACTOR unless specified on the reverse side of this contract.

4. RESPONSIBILITIES OF BUYER: If Buyer authorized access to adjacent properties for CONTRACTOR's use during construction Buyer is required to obtain permission from the owner(s) of adjacent properties for such use, and Buyer agrees to be responsible and to hold CONTRACTOR harmless from any risks thereof. Buyer is required at his expense to do all construction and other acts necessary, and to meet all conditions necessary to allow CONTRACTOR to complete the work as provided in this contract. Buyer shall furnish any necessary variance and association permits or fees. Drainage beyond the pool site is to be provided by Buyer and is to meet city and or county requirements. If completion of a swimming pool is delayed by causes under Buyers Control for a period of more than 30 days, Buyer agrees to pay the increased labor and material, and equipment cost resulting from Buyers delay. CONTRACTOR retains title to all pool equipment until purchase price and any extras are paid for in full. If price is not paid in accordance with this Contract, Buyer agrees, that contractor or its employees without notice to Buyer may enter the Buyer's premises and repossess any pool equipment and accessories included in this Contract and apply the values of said equipment



Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

whatsoever on account of such repossession, save and except property damage occasioned by gross carelessness or neglect. The pool is deemed complete when plastered.

5. REPRESENTATION OF BUYER: Unless otherwise specifically provided in the plans and specifications of this contract, CONTRACTOR has entered into this contract based upon the following assumptions of facts and warranties of Buyer.

a. That Buyer will provide adequate access to Buyers own property or through adjacent property for CONTRACTOR's normal construction equipment to do the work, at no cost and with no liability to CONTRACTOR.

b. The Buyer has adequate water and electric source for CONTRACTOR to be able to perform the work as outlined in this contract. If either of these utilities are deemed insufficient, then Buyer is responsible for the additional costs associated with temporary power and water trucks to support the contracted work.

c. The Buyer must notify CONTRACTOR prior to signing this agreement if the pool(s), spa(s) or any other bodies of water are leaking water. CONTRACTOR is not responsible for leaking pools once work is finished. CONTRACTOR strongly recommends a leak detection prior to any renovation work to protect both Buyer and CONTRACTOR. CONTRACTOR is not responsible for leaking pools if no leak detection is performed by a 3rd party.

If any of the foregoing assumptions of fact are not true, CONTRACTOR may, at its option, terminate this contract with no further liability to either Buyer or CONTRACTOR, except that Buyer agrees to pay to CONTRACTOR the actual cost of labor, materials, equipment, and permits already furnished and required to restore the premises; it is understood, however that the parties may, by mutual agreement in writing, amend this contract to deal with such event.

6. POOL SITE; The term pool site means the area comprising the water surface area and that portion of the ground surface extending to a distance of not more than four (3) feet from the perimeter of the pool water surface.

7. GRADING, DECKING DRAINAGE, RETAINING WALLS AND FENCING: Unless specified on the face of the contract herein, none of the following is CONTRACTOR's responsibility and shall specifically be Buyer's responsibility: grading and drainage beyond pool site, decking, retaining walls and fencing.

8. PLUMBING AND UTILITIES: Unless specified otherwise on the face of the contract, or on the plans, plumbing, gas, waste and water lines are not to be changed, and labor, materials and equipment necessary to relocate, reroute or replace sanitation and water supply systems and utilities, including overhead and underground, are not included under the terms of the contract and shall be the responsibility of the Buyer.

9. ELECTRICAL SERVICE: CONTRACTOR does not include or provide any electrical work as part of this agreement. CONTRACTOR is not responsible for the condition and workability of any electrical equipment including but not limited to pool in lights and pool pumps. CONTRACTOR is also not a licensed electrician and is not responsible for equipotential bonding for the pool or equipment.

10. DAMAGE TO WORK: In the event work already performed is damaged by any cause beyond CONTRACTOR's control and Buyer elects to cancel the work or the work is ordered terminated by public authority, CONTRACTOR shall be paid for such work, the amount agreed to in writing for such work, or if not so agreed, the cost price for such labor and materials plus 20% of such cost price. If the work is not canceled or ordered terminated, all work necessary to replace work already performed shall be considered additional work to be paid for by the Buyer in accordance with the preceding sentence.

11. ASSIGNMENTS: CONTRACTOR may assign or subcontract all or any portion of the work to be done.

12. DEFAULT: In the event of default by Buyer of any provision of this contract, Buyer agrees to pay all collection cost, and interest from date of default. Reasonable attorney's fees shall be awarded to the prevailing party in any action brought under this contract.





Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

Buyer agrees that in the event of breach or cancellation by Buyer, Buyer shall be responsible for charges to date of breach plus Contract profits.

13. PAYMENT AND FINANCING: Buyer agrees that all payments are DUE UPON RECEIPT and payments must be made timely to ensure the project stays on schedule. For every day payment is late, Buyer should expect a minimum of 5 additional days added to the completion schedule and understands this extended scheduling will vary during different times of year. ~~CONTRACTOR will charge a late payment fee, as applicable, of 4% of invoice value, if invoice is not paid after 7 days of Due Date listed on invoice.~~ The payment schedule will consist of a deposit and progress payments and will be outlined as part of the project schedule once final selections are made. If punch list items are due after completion, Buyer may withhold 5% of the contract price until those items are complete. Buyer understands that no warranties are valid until the project has been paid for in full. CONTRACTOR does not offer financing, however our website provides options for third party financing.

14. ARBITRATION: Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be set-tled in arbitration, in accordance with the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

ACKNOWLEDGMENT PURSUANT TO MAGNUSON-MOSS FEDERAL WARRANTY ACT: BUYER ACKNOWLEDGESTHAT THE SALES REPRESENTATIVE FOR CONTRACTOR HAS ORALLY INFORMED BUYER THAT HE HAS COPIES IN A BINDER OF THE WARRANTIES FOR THE WARRANTED PRODUCTS BEING OFFERED FOR SALE. BUYER ALSO AC-KNOWLEDGES THAT HE HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE WARRANTIES AT ANY TIME DUR-ING THE SALES PRESENTATION.

---

### Agreement

---



Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

## Colored Plaster and Pool Finishes Disclaimer

**ATTENTION:** Every customer of Pearl Pool Plastering, LLC, henceforth referred to as “CONTRACTOR” must read and sign this document if they are receiving new plaster. No new plaster will be installed in your pool unless we have this document signed and on file prior to your scheduled plaster date & all previous payments have been satisfied & no outstanding items remain to be completed other than the installation of the interior finish approved on the contract or on a change order.

Your new pool finish will begin to hydrate immediately after installation in your pool, with the majority of hydration taking place within the first 28 days. This critical time period is when a finish is most susceptible to staining, scaling, and discoloration. Proper start-up procedures including timely brushing and constant monitoring and precise adjustment of the pool water is mandatory. Please make sure you have asked your sales person (Mark Bailey: mbailey@pearlpools.net) or project manager (Unassigned: ) for the proper plaster start-up procedures.

Important notes about swimming pool plaster surfaces (includes white plaster, quartz, pebble and polished finishes)

1. Plaster does not have a tile-like finish, nor would you want the resultant slippery under water surface.
2. Plaster is not perfect or flawless because it is compounded from raw mined minerals, is applied over other materials, and is hard troweled to be as smooth a surface as possible. Even an underwater light may magnify small objects and gives the appearance of a wavy surface.
3. Plaster is not completely white and you may notice small spots of various colors because of the inherent qualities of the materials themselves. Your pool will look blotchy and streaked for a long period of time due to curing and the chemicals in the water.
4. Plaster surfaces may have small surface cracks known as “shrinkage” and this is considered normal in all plastered pools. Aggregate finishes will undoubtedly reduce the visibility of shrinkage but this is always possible in a plaster finish.

All pool finishes are composed of natural materials that may have certain inherent characteristics. Normal mottling could occur across the surface resulting from differences in moisture content and/or rate of hydration within the matrix of the surface coating. Normal mottled variation is not considered a failure or defect, but is a normal characteristic of cementitious products. By its nature, colored pool finishes can accentuate all of the characteristics normally found in cementitious materials. Mottling, explained above, for example, can be more pronounced in colored products than in white finishes. Colored pool finishes may also exhibit pigment stains, streaks, unevenness of color and more noticeable checking and crazing. It's important to note that none of these conditions are considered a deficiency of the product and the manufacturer's warranty still applies so long as water chemistry is properly maintained from day one (fill day).



Pearl Pool Plastering, LLC  
Printed: 8/9/2023  
Phone: 919-746-7011  
5813 Lease Lane, Raleigh, NC, 27617

Because of the reasons outlined above, CONTRACTOR requires the following disclaimer to be signed if you select any colored pool finish.

Product Name & Color: JLI-00070372 : Plaster - DB Carolina Blue S (Unexposed)

Product Name & Color: JLI-00070367 : SGM (Diamond Brite) Warranty

Product Name & Color: JLI-00070373 : Plaster - Extra Depth of Pool (Quartz)

Product Name & Color: JLI-00163072 : Plaster Disclaimer

Product Name & Color: JLI-00163073 : Plaster Start-Up

Job Address: 1012 South John Street, Goldsboro, NC, 27530

*By signing this disclaimer, I am stating that I have read the information listed above regarding colored pool finishes and I am aware of their tendency to accentuate the inherent characteristics of cementitious materials.*

# Contract

## Replaster Mina Weil Pool

This Contract is made on the 15th day of August 2023.

**BETWEEN** Pearl Pool Plastering, LLC, whose address is 5813 Lease Lane, Raleigh, NC, 27617, referred to as the “Contractor,”

**AND the City of Goldsboro**, Property Owner, whose address is PO Box A, Goldsboro, NC 27533, referred to as the “Owner.”

1. It is agreed and understood that the advertisement for bids, information for bidders, accepted Proposal, general conditions, detailed specifications, bid request, addenda and drawings are a part and parcel of this Contract, to the same extent as if incorporated herein in full.
2. **Agreement.** The contractor agrees to provide/perform certain goods, services, construction, alterations or repairs (referred to as the “work”) in accordance with this Contract. All work will be done in a good, sound and workmanlike manner. The Contractor will begin the work at the end of the summer season once the pool is closed and complete the work within the time specified in their proposal.
3. **Work.** The work is described as follows:
  - 3.1. A detailed description of the work is attached hereto as Schedule A.
  - 3.2. The work will be completed in accordance with Schedule A.
4. **Location.** All work will be completed on the property (called the “Property”) known as: City of Goldsboro, Mina Weil Pool.
5. **Contract Amount and Payments.** The Owner will pay the Contractor, according to the terms of this Contract, Not to Exceed the amount of Sixty-Three Thousand Six Hundred Fifty-One dollars and Sixty-Nine Cents (\$63,651.69) including tax.
  - 5.1. **Goods.** The Contractor will provide the materials, supplies and equipment necessary for the complete performance of this Contract.
  - 5.2. **Services.** The Contractor will provide services and labor necessary for the complete performance of this Contract.
  - 5.3. Contractor shall provide, and the Owner shall verify an itemized list of materials, Sales & Use tax certificate and corresponding invoices as required (Schedule C).
  - 5.4. Upon completion of the project, the Contractor shall provide a final invoice and lien waiver (Schedule D).
6. **Compliance with Laws.** The Contractor will comply with all applicable State and local laws regarding work, materials and the safety of persons or property. The Owner will not be responsible for any loss or damage to the work or any property of the Contractor.
7. **Dispute Resolution.** Contractor and Owner shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either party requests mediation, the dispute or conflict shall be subject to litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina. Venue for resolution of any dispute shall be in Wayne County, North Carolina.
8. **Non Appropriation Clause.** Contractor acknowledges that the City is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.
9. **Changes.** This Contract can only be changed by an agreement in writing signed by both the Owner and the Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the Owner and the Contractor specifically agree in writing.



- 10. Termination.** The OWNER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The OWNER also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the OWNER believes, in its sole discretion that it is in the best interest of the OWNER to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the OWNER as of the termination date if the contract is terminated for convenience of the OWNER. Any award under this procurement process is not exclusive and the OWNER reserves the right to purchase goods and services from other vendors when it is in the best interest of the OWNER.
- 11. Insurance.** The Contractor will maintain insurance coverage required under the Worker's Compensation Laws of North Carolina. The Contractor will also provide general public liability insurance protecting the Owner from liability for injuries to persons or property which occurs on or about the Property, and the owner shall be listed on the policy as an additional insured. The insurance will provide limits of not less than the limits listed in Schedule B. The Contractor will protect the Owner from all claims and liability related to the construction or repair work for this contract.
- 12. INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.
- 13. Ownership of Materials.** The Contractor will continue to own all materials delivered and work performed until paid for by the Owner. The Contractor will have access to these materials and work at all reasonable times.
- 14. Care of Property.** The Contractor will protect the work, materials, property and adjacent property from damage or loss. The Contractor will also take proper precautions for the safety of the public. The Property will be kept free of waste, rubbish and surplus materials. The Contractor will leave the Property "broom clean" before being entitled to the final payment under this Contract. The Contractor will also pay for, repair or replace any damage or loss caused by the Contractor's failure to perform this Contract.
- 15. Permits & Business Registration.** The Contractor shall obtain all building permits or approvals as required by law and complete a Business Registration Application with the City Inspections Department. The Owner will pay for these permits or approvals and cooperate in obtaining them.
- 16. LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law for the duration of this contract.
- 17. Contractor's Continuing Liability.** The Contractor will be liable for defective, faulty or improper materials or workmanship. Upon written notice, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work.
- 18. GOOD STANDING WITH CITY.** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to the CITY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to CITY during the Term of this Contract.
- 19. Notices.** All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract or to that party's attorney.
- 20. Equal Employment:** During the performance of this contract, the contractor agrees as follows:
- 20.1. Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, gender, political affiliation, national origin or handicapped.
- 21. Federal Taxes:** The City of Goldsboro is exempt from and will not pay Federal Excise or Transportation taxes.
- 22. North Carolina Sales Tax**
- 22.1. The Owner may apply for a refund of all sales and/or use taxes paid in **North Carolina** by the Contractor on purchases of items which are annexed to, affixed to, or in some manner become a part of any building or

structure being erected, altered or repaired under Contract with the Owner; and these taxes shall be included in the bid amounts or the Contract sum.

- 22.2. The Contractor shall complete a "Certificate for North Carolina Sales Tax" form provided in this package. In addition, the Contractor shall attach invoices (or copies of invoices) to support sales tax claimed. The "Certificate for North Carolina Sales Tax" form must include all sales and or use taxes paid by the Contractor and any of his Subcontractors (i.e., all sales tax eligible for reimbursement). The Contractor shall provide the Certificate and invoices copies with each pay application, and within sixty (60) days of the date the item was purchased.
- 22.3. The Contractor shall be required to supply final certificate for applicable sales or use tax to the Project Manager as part of the final payment application.
- 22.4. The Owner may not apply for a refund of sales and/or use taxes paid in North Carolina by the Contractor on purchases of materials which do not become a part of any building or structure being erected, altered or repaired under Contract with the Owner. The Contractor shall include and pay all other taxes imposed by governmental authorities which are applicable to the work.
- 22.5. Examples of items on which sales or use tax have been paid by the Contractor and for which the Contractor shall not include in the "Certificate for North Carolina Sales Tax" form are scaffolding, forms for concrete, fuel for operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc.

### **23. Suspension and Debarment.**

- 23.1. The contractor certifies to the best of his or her knowledge and belief, that the applicant and its principals:
  - 23.1.1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 23.1.2. have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 23.1.3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - 23.1.4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**24. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Wayne and the State of North Carolina.

**25. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the City utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the City.

**26. IRAN DIVESTMENT ACT.** CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

**27. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

**28. Parties.** Both the Owner and the Contractor are bound by this Contract. All parties who lawfully succeed to their rights and responsibilities are also bound.

**29. NOTICE TO OWNER.**

**a. Do not sign any completion certificate or agreement stating that you are satisfied with the entire project before this project is complete.**

**30. Signatures.** Both parties sign and agree to this Contract.

Witnessed or Attested by:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Contractor

\_\_\_\_\_

Title

CITY OF GOLDSBORO, Owner

\_\_\_\_\_

City Clerk

By: \_\_\_\_\_ (Seal)

City Manager

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

\_\_\_\_\_  
(Signature of Finance Director)

\_\_\_\_\_  
Printed Name of Finance Director

Schedule A:



Schedule B:

**GENERAL INSURANCE REQUIREMENTS  
For City of Goldsboro Contracts**

**Certificate of Insurance Requirements**

1. The Insurance Company must be located and licensed to do business in the United States.
2. The Insured Name on the certificate must be identical to the Legal Entity name listed on the exhibit contract.
3. The Additional Insured Column must indicate an endorsement is included.
4. Policy period must cover the dates of the contract or service period.
5. Minimum General Liability insurance limits:
  - a. General Service Contract
    - i. \$1,000,000.00 Any One Occurrence
    - ii. \$1,000,000.00 Any One Person or Organization
    - iii. \$2,000,000.00 Products/Completed Operations Aggregate
    - iv. \$2,000,000.00 General Aggregate (Per Project)
  - b. Construction and Repair (Real Property) Contract
    - i. \$1,000,000.00 Each Accident
    - ii. \$2,000,000.00 Each Accident (Preferred Limit)
6. Workers Compensation, although ***not*** required by the State of North Carolina if the employer has less than 3 employees, coverage is required by the City of Goldsboro with the following limits:
  - a. General Services Contract
    - i. \$500,000.00 Each Accident
    - ii. \$500,000.00 Each Employee for Injury by Disease
    - iii. \$500,000.00 Aggregate for Injury by Disease
  - b. Construction and Repair (Real Property) Contract
    - i. \$1,000,000.00 Each Accident
    - ii. \$1,000,000.00 Each Employee for Injury by Disease
    - iii. \$1,000,000.00 Aggregate for Injury by Disease
7. Other types of coverage may be required by the City depending on the type of labor/service being procured. Coverage requirements and limits will be determined for individual contracts during the project procurement process. (Examples: Auto, Umbrella, Professional Liability)
8. In the Description of Operations box, name the City of Goldsboro, its officers, employees and agents as additional insured using the quoted text provided in paragraph 10.a.
9. The City of Goldsboro shall be named a Certificate Holder.

City of Goldsboro  
Attn: Finance Department  
P.O. Drawer A  
Goldsboro, NC 27533
10. An Additional Insured Endorsement (Form CG 2026) must be attached to the certificate.
  - a. The Additional Insured Endorsement Form CG2026 (sometimes referred to as an Indemnification Binder) must include the text ***“The City of Goldsboro, its officers, employees and agents are additional insured under this insurance policy as required by written contract subject to policy terms, conditions or exclusions.”***
11. The Policy Number on the endorsement page must match the policy number on the Certificate of Liability Insurance.
12. The City reserves the right to require additional insurance limits and/or endorsements depending on the services provided.

## INSTRUCTIONS FOR COMPLETING CERTIFICATE FOR NORTH CAROLINA SALES TAX FORM

The Owner may apply for a refund of all sales and/or use taxes paid in **North Carolina** by the Contractor on purchases of items which are annexed to, affixed to, or in some manner become a part of any building or structure being erected, altered or repaired under Contract with the Owner; and these taxes shall be included in the bid amounts or the Contract sum.

The Contractor shall complete a "Certificate for North Carolina Sales Tax" form provided in this package. In addition, the Contractor shall attach invoices (or copies of invoices) to support sales tax claimed. The "Certificate for North Carolina Sales Tax" form must include all sales and or use taxes paid by the Contractor and any of his Subcontractors (i.e., all sales tax eligible for reimbursement). The Contractor shall provide the Certificate and invoice copies with each pay application, and within sixty (60) days of the date the item was purchased.

The Contractor shall be required to supply final certificate for applicable sales or use tax to the Project Manager as part of the final payment application.

The Owner may not apply for a refund of sales and/or use taxes paid in North Carolina by the Contractor on purchases of materials which do not become a part of any building or structure being erected, altered or repaired under Contract with the Owner. The Contractor shall include and pay all other taxes imposed by governmental authorities which are applicable to the work.

Examples of items on which sales or use tax have been paid by the Contractor and for which the Contractor shall not include in the "Certificate for North Carolina Sales Tax" form are scaffolding, forms for concrete, fuel for operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc.

Please submit with this form invoices (or copies of invoices) from vendors covering the items purchased.

**Project or Contract Number:** The name of the project, or the City Contract Number.

**Date:** The date the form was completed.

**Trade:** Your trade, e.g., electrical, plumbing, concrete contractor, etc.

**Contractor:** The name of your company.

**Invoice Date:** The date the materials were purchased.

**Invoice Number:** The vendor's invoice number.

**Name of Vendor:** The vendor's name.

**Description of Materials:** The type of materials purchased, e.g., concrete, nails, roofing material, etc.

**Item Cost:** The cost of the item(s) before any taxes are added.

**State Tax:** The North Carolina State tax, currently 4.75% of the item cost.

**County Tax:** The County tax, currently 2.0% of the item cost.

**Total Invoice:** The sum of the Item Cost, State Tax, and County Tax.

**County Name:** County where material was purchased and sales tax paid, e.g., Wayne, Lenoir, Wilson, etc.

The owner or an officer of the company must certify that the statement is correct, and the signature shall be notarized.

Trade: \_\_\_\_\_  
Contractor: \_\_\_\_\_

This is to certify that the above materials purchased on the invoices listed were used in the construction of the \_\_\_\_\_ and that the Sales Tax listed (State and County) is not included on the monthly estimate for contract payment or any other certificate for North Carolina sales tax. Further, that the items listed are annexed to, affixed to, or in some manner have become a part of the building or structure being erected, altered or repaired.

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Schedule D**

**CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN**

[Project Name]  
[Project Bid Numer]

[Vendor Name]  
[Street Address]  
[City State Zip]

City of Goldsboro (Owner)  
200 North Center Street  
Goldsboro, NC 27530

**TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) constitutes the entire unpaid balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Title





RESOLUTION 2023- 92

**RESOLUTION COMMENDING AND EXPRESSING APPRECIATION TO GREG BATTS FOR SERVING ON THE GOLDSBORO CITY COUNCIL FOR MORE THAN ONE YEAR**

**WHEREAS**, Greg Batts has served this community and the City of Goldsboro in numerous capacities, including one year and three months as a member of the Goldsboro City Council representing District Six; and

**WHEREAS**, his term in office has been marked by exemplary dedication to the best interests of the community as he has worked constantly for the betterment of its economic, cultural, and aesthetic development; and

**WHEREAS**, during his term in office, Councilman Batts has gained the admiration and respect of local officials and citizens for his untiring efforts in improving the lives of citizens in District Six; and

**WHEREAS**, during his term in office, Councilman Batts has served as a member of the GWTA (Goldsboro Wayne Transportation Authority) Board of Directors; and


**WHEREAS**, many projects have commenced and been completed by the City during Councilman Batts' year of service, including, sewer rehabilitation and street resurfacing throughout the city.

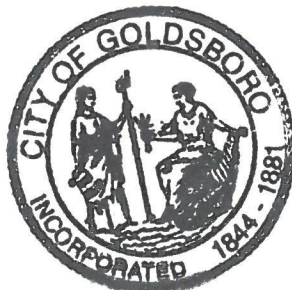
**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Goldsboro, North Carolina that the Mayor and City Council express to you, Greg Batts, on behalf of themselves, city employees, and the citizens of the City of Goldsboro, our appreciation and gratitude for your unselfish, devoted, and invaluable service and contributions rendered to the Council and the City of Goldsboro in the many capacities in which you have served.

**BE IT FUTHER RESOLVED** that we offer you our very best wishes for success, happiness, prosperity, and good health in your future endeavors.

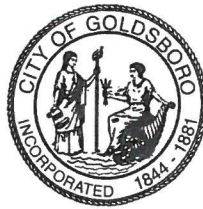
This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 4<sup>th</sup> day of December, 2023.

Attested by:

  
Laura Getz, City Clerk



  
Charles Gaylor, IV, Mayor



## RESOLUTION 2023- 93

### RESOLUTION COMMENDING AND EXPRESSING APPRECIATION TO WILLIAM BROADAWAY FOR SERVING ON THE GOLDSBORO CITY COUNCIL FOR MORE THAN ELEVEN YEARS

**WHEREAS**, William “Bill” Broadaway has served this community and the City of Goldsboro in numerous capacities, including eleven years and four months as a member of the Goldsboro City Council representing District Two, since August 2012; and

**WHEREAS**, these years of service have been marked by exemplary dedication to the best interests of the community as he has worked constantly for the betterment of its economic, cultural, and aesthetic development; and

**WHEREAS**, during these years of service, Councilman Broadaway has gained the admiration and respect of local officials and citizens for his untiring efforts in improving the lives of citizens in District Two; and

**WHEREAS**, during his term in office, Councilman Broadaway has served two terms as Mayor Pro Tem; served as a member of the Military Liaison Committee, W.A. Foster Committee, Waynesboro Park Commission, Transportation Advisory Committee, Wayne County Development Alliance Board, Downtown Goldsboro Development Corporation Board, the Friends of Seymour Finance Committee, and the Inter-Governmental Committee; and served as an Ex-Officio member on the Parks & Recreation Advisory Commission, and Goldsboro Municipal Golf Course Committee.


**WHEREAS**, many projects have commenced and been completed by the City during Councilman Broadaway’s years of service, including construction of the Multi-Sports Complex, new Police/Fire Complex, replacement of Fire Station 4, the Center Street Streetscape Project-Phase II and III, the HUB, and the renovation of the T.C. Coley Community Center, sewer rehabilitation, and street resurfacing throughout the city.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Goldsboro, North Carolina that the Mayor and City Council express to you, William “Bill” Broadaway, on behalf of themselves, city employees, and the citizens of the City of Goldsboro, our appreciation and gratitude for your unselfish, devoted, and invaluable service and contributions rendered to the Council and the City of Goldsboro in the many capacities in which you have served.

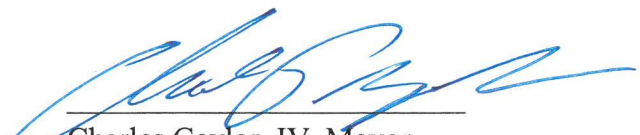
**BE IT FUTHER RESOLVED** that we offer you our very best wishes for success, happiness, prosperity, and good health in your future endeavors.

This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 4<sup>th</sup> day of December, 2023.

Attested by:

  
Laura Getz, City Clerk



  
Charles Gaylor, IV, Mayor





## RESOLUTION 2023-94

### RESOLUTION COMMENDING AND EXPRESSING APPRECIATION TO DAVID HAM FOR SERVING ON THE GOLDSBORO CITY COUNCIL FOR EIGHT YEARS

**WHEREAS**, David Ham has served this community and the City of Goldsboro in numerous capacities, since December 2015, including nearly six years as a member of the Goldsboro City Council representing District Five, and was appointed as Mayor in September of 2021; and

**WHEREAS**, these years of service have been marked by exemplary dedication to the best interests of the community as he has worked constantly for the betterment of its economic, cultural, and aesthetic development; and

**WHEREAS**, during these years of service, Mayor Ham has gained the admiration and respect of local officials and citizens for his untiring efforts in improving the lives of citizens in District Five; and

**WHEREAS**, during his term in office, Mayor Ham has served two terms as Mayor Pro Tem; served as a member of the Military Liaison Committee, Transportation Advisory Committee, Downtown Goldsboro Development Corporation Board, Herman Park Center Committee, Law & Finance Committee, the Friends of Seymour Finance Committee, and the Inter-Governmental Committee; and served as an Ex-Officio member on the Appearance Commission and Goldsboro Tourism Council; and


**WHEREAS**, many projects have commenced and been completed by the City during Mayor Ham's years of service, including construction of the Multi-Sports Complex, Center Street Streetscape Project-Phase II and III, the HUB, new Police/Fire Complex, the renovation of the T.C. Coley Community Center, renovation of Fire Station 4, sewer rehabilitation, and street resurfacing throughout the city.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Goldsboro, North Carolina that the Mayor and City Council express to you, David Ham, on behalf of themselves, city employees, and the citizens of the City of Goldsboro, our appreciation and gratitude for your unselfish, devoted, and invaluable service and contributions rendered to the Council and the City of Goldsboro in the many capacities in which you have served.

**BE IT FUTHER RESOLVED** that we offer you our very best wishes for success, happiness, prosperity, and good health in your future endeavors.

This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 4<sup>th</sup> day of December, 2023.

Attested by:

  
Laura Getz, City Clerk



  
Charles Gaylor, IV, Mayor