



City of Greensboro

Melvin Municipal Building
300 W. Washington Street
Greensboro, NC 27401

Meeting Minutes - Draft City Council

Tuesday, May 19, 2020

5:30 PM

VIRTUAL MEETING

VIRTUAL MEETING

Call to Order

This Virtual City Council meeting of the City of Greensboro was called to order at 5:30 p.m. on the above date in the Council Chamber of the Melvin Municipal Office Building with the following members present:

Present: 9 - Mayor Nancy Vaughan, Mayor Pro-Tem Yvonne J. Johnson, Councilmember Marikay Abuzuaiter, Councilmember Sharon M. Hightower, Councilmember Nancy Hoffmann, Councilmember Michelle Kennedy, Councilmember Justin Outling, Councilmember Tammi Thurm and Councilmember Goldie F. Wells

Also present were City Manager David Parrish, City Attorney Chuck Watts, and City Clerk Angela Lord.

Council Procedure for Conduct of the Meeting

Mayor Vaughan explained the Council procedure for conduct of the meeting; referenced comments received via email; and stated the comments would be posted to the city website.

31. [ID 20-0334](#) Public Hearing for an Ordinance for Rezoning at 2806 East Wendover Avenue - Ismael Mahamadou

Mayor Vaughan stated Council had been requested to postpone item #31/ID 20-0334, a Public Hearing for an Ordinance for Rezoning at 2806 East Wendover Avenue - Ismael Mahamadou to the next business meeting to be held in Council Chamber without further advertising.

Mayor Vaughan stated the item would be postponed to the June 16th meeting of Council regardless of a physically present or virtual meeting of the City Council.

**Moved by Mayor Vaughan, seconded by Councilmember Hoffmann, to postponed the ordinance to the June 16th meeting of Council without further advertising.
The motion carried on the following roll call vote:**

Ayes, 6 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Nancy Hoffmann, Michelle Kennedy and Justin Outling

Nays, 3 - Sharon M. Hightower, Tammi Thurm and Goldie F. Wells

11. [ID 20-0343](#) Resolution Authorizing Last Mile Transfer Program Agreement Renewal with North Carolina Department of Transportation

Mayor Vaughan stated Council had been requested to withdraw item #11/ID 20-0343, a Resolution Authorizing Last Mile Transfer Program Agreement Renewal with North Carolina Department of Transportation.

Mayor Vaughan asked if anyone wished to remove any items from the Consent Agenda due to a conflict of interest or for the purpose to vote 'no'.

Councilmember Kennedy requested to be recused from items #24/ID 20-0365 and item #25/ID 20-0368 due to a conflict of interest.

Moved by Councilmember Hightower, seconded by Councilmember Wells, to recuse Councilmember Kennedy from Items #24 and #25. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

24. [ID 20-0365](#) Resolution Authorizing the Use of \$1,329,635 Community Development Block Grant Coronavirus (CDBG-CV) Program Funds and the Conduct of CDBG-CV Program Activities

Moved by Councilmember Hightower, seconded by Mayor Pro-Tem Johnson, to adopt the resolution. The motion carried on the following roll call vote:

Ayes, 8 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Justin Outling, Tammi Thurm and Goldie F. Wells

Excused, 1 - Michelle Kennedy

128-20 RESOLUTION AUTHORIZING USE OF \$1,329,635 COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS (CDBG-CV) PROGRAM FUNDS AND THE CONDUCT OF CDBG-CV PROGRAM ACTIVITIES

WHEREAS, under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), HUD has awarded Community Development Block Grant Coronavirus (CDBG-CV) funding in the amount of \$1,329,635 that requires programming in the 2019-2020 Annual Action Plan;

WHEREAS, the Department of Neighborhood Development has prepared a Substantial Amendment to the 2019-2020 Annual Action Plan that states goals and objectives for CDBG-CV program funding;

WHEREAS, the City of Greensboro held a public comment period May 14, 2020 through May 18, 2020 with reasonable notice and opportunity to comment per the Greensboro Citizen Participation Plan;

WHEREAS, it is understood that acceptance of CDBG-CV funding obligates the City of Greensboro to conduct and administer Community Development Program activities in accordance with the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended, applicable Federal and State laws, and implementing rules and regulations officially adopted by the Department of Housing and Urban Development; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO;

1. That the conduct of CDBG-CV activities, in the amount of \$1,329,635, in whole or in part by the City of Greensboro and/or designees is hereby authorized and approved.

2. That the City of Greensboro is fully cognizant of the obligations, responsibilities, and requirements accompanying the acceptance of CDBG-CV funding and that it is the sense of this body that such obligations, responsibilities, and requirements will be fulfilled.

3. That the City Manager is designated as the official representative of the City of Greensboro, and is authorized to submit the final statement, all understandings and assurances contained therein, and directed to act in connection with the submission of the final statement and to provide such additional information as may be required.

4. That the City Manager, as Chief Executive Officer, is authorized to consent on behalf of the City of Greensboro and her/himself (1) to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, insofar as the provisions of such act apply to the administration and conduct of local CDBG-CV activities referred to above; and (2) to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

(Signed) Sharon Hightower

25. [ID 20-0368](#) Resolution Authorizing the Use of \$675,621 Emergency Solutions Grant Coronavirus (ESG-CV) Funds and the Conduct of ESG-CV Program Activities

Moved by Councilmember Wells, seconded by Mayor Pro-Tem Johnson, to adopt the resolution. The motion carried on the following roll call vote:

Ayes, 8 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Justin Outling, Tammi Thurm and Goldie F. Wells

Excused, 1 - Michelle Kennedy

129-20 RESOLUTION AUTHORIZING USE OF \$675,621 EMERGENCY SOLUTIONS GRANT CORONAVIRUS (ESG-CV) PROGRAM FUNDS AND THE CONDUCT OF ESG-CV PROGRAM ACTIVITIES

WHEREAS, under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), HUD has awarded Emergency Solutions Grant Coronavirus (ESG-CV) funding in the amount of \$675,621 that requires programming in the 2019-2020 Annual Action Plan;

WHEREAS, the Department of Neighborhood Development has prepared a Substantial Amendment to the 2019-2020 Annual Action Plan that states goals and objectives for ESG-CV program funding;

WHEREAS, the City of Greensboro held a public comment period May 14, 2020 through May 18, 2020 with reasonable notice and opportunity to comment per the Greensboro Citizen Participation Plan;

WHEREAS, it is understood that acceptance of an ESG-CV Program Grant obligates the City of Greensboro to conduct and administer ESG-CV Program activities in accordance with the applicable Federal and State Laws, and implementing rules and regulations officially adopted by the Department of Housing and Urban Development; and

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

1. That the conduct of Emergency Solutions Grant Coronavirus program activities, in the amount of \$675,621, in whole or in part by the City of Greensboro and/or designees is hereby authorized and approved.
2. That the City of Greensboro is fully cognizant of the obligations, responsibilities, and requirements accompanying the acceptance of an ESG-CV Grant and that it is the sense of this body that such obligations, responsibilities, and requirements will be fulfilled.
3. That the City Manager is designated as the official representative of the City of Greensboro, is authorized to submit the final statement, all understandings and assurances contained therein, and directed to act in connection with the submission of the final statement and to provide such additional information as may be required.
4. That the City Manager, as Chief Executive Officer, is authorized and consents on behalf of the City of Greensboro and her/himself (1) to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, insofar as the provisions of such act apply to the administration and conduct of local ESG-CV Program activities as referred to above; and (2) to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

(Signed) Goldie Wells

CONSENT AGENDA (One Vote)

Moved by Mayor Pro-Tem Johnson, seconded by Councilmember Abuzuaiter,

to adopt the Consent Agenda as amended. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

1. [ID 20-0293](#) Resolution Approving Contract for \$150,000.00 with HDR Engineering, Inc. of the Carolinas, for Professional Services for the Water Supply SCADA System

130-20 RESOLUTION APPROVING CONTRACT FOR \$150,000.00 WITH HDR ENGINEERING, INC. OF THE CAROLINAS, FOR PROFESSIONAL SERVICES FOR THE WATER SUPPLY SCADA UPGRADES 2020

WHEREAS, The Water Resources Department utilizes a sophisticated Supervisory Control and Data Acquisition System (SCADA) to monitor and control the drinking water systems;

WHEREAS, the work will increase resiliency and security of the drinking water supply;

WHEREAS, the work will streamline the use of the SCADA systems to better control and monitor the treatment and movement of the drinking water; and

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

That the City Manager is authorized to execute on behalf of the City of Greensboro a \$150,000.00 contract with HDR Engineering, Inc. of the Carolinas for Professional Services for the Water Supply SCADA Upgrades 2020 hereby approved.

(Signed) Yvonne Johnson

2. [ID 20-0307](#) Resolution Approving a Contract in the Amount of \$265,968 with HDR Engineering, Inc. of the Carolinas for the Liberty Road Phase III Water and Sewer Improvements Design Services Project

131-20 RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$265,968 WITH HDR ENGINEERING, INC. OF THE CAROLINAS FOR THE LIBERTY ROAD PHASE III WATER AND SEWER IMPROVEMENTS DESIGN SERVICES PROJECT

WHEREAS, the Professional Services of HDR Engineering, Inc. of the Carolinas ("HDR") are requested to perform additional design services necessary to extend water and sewer utilities to the Greensboro-Randolph Mega Site;

WHEREAS, services provided by HDR include design services, additional easement acquisition, survey services, and permitting services for Phase III of the project;

WHEREAS, the purpose of the project is to design an additional 16" water main from the end of Phase I near Bora Road down to a termination point near Bowman Dairy Road;

WHEREAS, the project also include force main piping from the end of Phase I at Bora to a point near the intersection of Julian Airport Road and US Highway 421;

WHEREAS, the Liberty Road Water and Sewer Improvements Phase III is the third phase to expand water and sewer to the southeast section of Greensboro and it will help provide water and sewer to the Megasite area; and

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

That the City Manager is authorized to execute on behalf of the City of Greensboro a contract with HDR Engineering, Inc. of the Carolinas for the Liberty Road Phase III Water and Sewer Improvements Design Services Project and the associated budget adjustment.

(Signed) Yvonne Johnson

3. [ID 20-0345](#) Resolution Approving a Contract in the Amount of \$111,326.41 with Watkins Diane, Inc. dba Atlas Fence Company for the Perimeter Fence Replacement for the Townsend Water Treatment Plant

132-20 RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$111,326.41 WITH WATKINS DIANE INC. DBA ATLAS FENCE COMPANY FOR THE PERIMETER FENCE REPLACEMENT FOR THE LAKE TOWNSEND WATER PLANT

WHEREAS, The Water Supply Division sent a solicitation for the perimeter fence project. The project includes the removal of an existing fence around Lake Townsend Water Treatment Plant and the removal with new fence;

WHEREAS The contractor will install approximately 3,390 linear feet of 8 feet plus 1 feet of barbed wire chain link fencing around perimeter of the plant including the removal and disposal of the old fencing;

WHEREAS, Watkins Diane Inc. dba Atlas was selected after M/WBE firms were notified of the opportunity to submit a response and no bids were received from M/WBE vendors over 90 days. Watkins Diane Inc. dba Atlas Fence was the lowest responsible bidder Watkins Diane Inc. dba Atlas Fence; and

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

That the City Manager is authorized to execute on behalf of the City of Greensboro a contract with Watkins Diane Inc. dba Atlas Fence Company for the Perimeter Fence Replacement contract in the amount of \$111,326.41.

(Signed) Yvonne Johnson

4. [ID 20-0347](#) Resolution Approving Change Order No. 2 in the Amount of \$9,600 with CDM Smith Inc. for the TZ Osborne Ash Clarifier Improvements Project Design and Construction Administration Contract 2017-0140

133-20 RESOLUTION AUTHORIZING CHANGE ORDER NO.2 IN THE AMOUNT OF \$9,600 TO CONTRACT 2017-0140 WITH CDM SMITH INC. FOR THE TZ OSBORNE ASH CLARIFIER IMPROVEMENT PROJECT

WHEREAS, the City is currently working on the construction of the TZ Osborne Wastewater Reclamation Facility Ash Improvements which consists of the construction of a new ash clarifier and replacement of the incinerator ash press;

WHEREAS, on February 21, 2017, the City authorized professional services design and construction services contract 2017-0140 with CDM Smith, Inc in the amount of \$321,000 to support the TZ Osborne Ash Clarifier Improvements Project;

WHEREAS, Change Order No.1 was approved by Council on June 19, 2018 in the amount of \$42,970 to account for additional Engineering and RPR Services for the increased duration of construction;

WHEREAS, Change Order No.2 is needed in the amount of \$9,600 for additional coordination and additional time needed for construction of the project;

WHEREAS, to help off-set the cost of this change order, the City has worked with the Contractor on this project and will be holding the cost for these additional services from their retainage; and

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

That the City Manager is authorized to execute on behalf of the City of Greensboro Contract Change Order No.2 with CDM Smith Inc. to provide additional Construction Services for the TZ Osborne Ash Clarifier Improvements Project.

(Signed) Yvonne Johnson

5. [ID 20-0348](#) Resolution Approving Change Order No. 3 in the Amount of \$24,000 with Arcadis G&M of North Carolina, Inc. for the TZ Osborne Incinerator Ash Press Replacement Project Design and Construction Services Contract 2017-0610

134-20 RESOLUTION AUTHORIZING CHANGE ORDER NO.3 IN THE AMOUNT OF \$24,000 TO CONTRACT 2017-0610 WITH ARCADIS G&M OF NORTH CAROLINA, INC. FOR THE TZ OSBORNE INCINERATOR ASH PRESS REPLACEMENT PROJECT

WHEREAS, the City is currently working on the construction of the TZ Osborne Wastewater Reclamation Facility Ash Improvements which consists of the construction of a new ash clarifier and replacement of the incinerator ash press;

WHEREAS, on September 19, 2017, the City authorized professional services design and construction services contract 2017-0610 with Arcadis G&M of North Carolina, Inc. in the amount of \$407,000 to support the TZ Osborne Incinerator Ash Press Replacement Project;

WHEREAS, Change Order No.1 was approved by Council on June 19, 2018 in the amount of \$114,200 to account for additional Engineering services during design and construction, as well as additional RPR Services for the increased duration of construction;

WHEREAS, Change Order No.2 was approved by Council on August 20, 2019 in the amount of \$85,000 to account for additional construction services and coordination due to delay in equipment delivery during construction;

WHEREAS, Change Order #3 is needed in the amount of \$24,000 for additional coordination and additional time needed for construction of the project;

WHEREAS, to help off-set the cost of this change order, the City has worked with the Contractor on this project and will be holding the cost for these additional services from their retainage; and

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

That the City Manager is authorized to execute on behalf of the City of Greensboro Contract Change Order No.3 with Arcadis G&M of North Carolina, Inc. to provide additional Construction Services for the TZ Osborne Incinerator Ash Press Replacement Project.

(Signed) Yvonne Johnson

6. [ID 20-0349](#) Resolution Approving a Contract in the Amount of \$272,650.00 with LJB Inc. for the Fall Protection System Services Project

135-20 RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$272,650.00 WITH LJB INC. FOR FALL PROTECTION SYSTEM SERVICES

WHEREAS, a Request for Proposals was issued on November 18, 2019 and of the 2 firms that submitted by the December 16, 2019 deadline, LJB Inc. was selected to perform the services;

WHEREAS, the Water Resources Department is replacing the fall protection systems in ten (10) above-ground water storage tanks, three (3) atypical vaults, one (1) distribution chamber and one typical sewer lift station;

WHEREAS, LJB Inc. will provide an include initial site assessment of installed systems/components, design and engineering services for replacement systems, staff training on the selected fall protection system/equipment including PPE, contract bidding support services, bid evaluation, and construction/installation management services; and

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

That the City Manager is authorized to execute on behalf of the City of Greensboro a contract with LJB Inc. to provide fall protection system services.

(Signed) Yvonne Johnson

7. [ID 20-0350](#) Resolution Approving a Contract for \$579,752.51 with WithersRavenel, Inc. for a Professional Services Contract to Provide Inspection Services for the City of Greensboro Stormwater Culvert Inspection Project

136-20 RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$579,752.51 WITH WITHERSRAVENEL, INC. FOR PROFESSIONAL SERVICES FOR THE CITY OF GREENSBORO STORMWATER CULVERT INSPECTION PROJECT

WHEREAS, the City of Greensboro inspects all stormwater culverts 48" and larger on a five year basis;

WHEREAS, the last culvert inspection process initiated in 2013 and finished in 2015;

WHEREAS, the purpose of the project is to inspect and evaluate each culvert location to determine if any repair activities are warranted or if replacement may be needed;

WHEREAS, these culverts are an integral part of our transportation network with any potential failures causing significant impacts to the motoring public; and

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

That the City Manager is authorized to execute on behalf of the City of Greensboro a contract with WithersRavenel, Inc. for Professional Services for the City of Greensboro Stormwater Culvert Inspection Project.

(Signed) Yvonne Johnson

8. [ID 20-0319](#) Resolution Authorizing Change Order #2, in the Amount of \$180,560.00, for Contract 2009-056 with Yates Construction Company, Inc. for the Downtown Greenway Phase 2 EL-5101 DJ

137-20 RESOLUTION AUTHORIZING CHANGE ORDER #2, IN THE AMOUNT OF \$180,560.00, FOR CONTRACT 2009-056 WITH YATES CONSTRUCTION COMPANY, INC. FOR THE DOWNTOWN GREENWAY PHASE 2 EL-5101 DJ

WHEREAS, Contract No. 2009-056 with Yates Construction Company, Inc. provides for Downtown Greenway Phase 2 EL-5101 DJ;

WHEREAS, to replace two existing large water valves along Murrow Boulevard and as this additional work is outside the original scope of work, the work requires a change order in the amount of \$180,560.00; and

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

That the City Manager is hereby authorized to execute on behalf of the City of Greensboro a change order #2 in the above mentioned contract with Yates Construction Company, Inc.

(Signed) Yvonne Johnson

9. [ID 20-0346](#) Resolution Authorizing Execution of a Contract in the Amount of \$234,000 with Tyron Tyson d.b.a. Quality Lawn Care and Pressure Washing for Mowing Services at Various Water Supply Facilities

138-20 RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT IN THE AMOUNT OF \$234,000 WITH TYRON TYSON D.B.A. QUALITY LAWN CARE AND PRESSURE WASHING FOR MOWING SERVICES AT VARIOUS WATER SUPPLY FACILITIES

WHEREAS, the City of Greensboro's Water Supply Division of Water Resources desires to enter a three-year contract starting July 1, 2020;

WHEREAS, the contract includes the mowing and general landscaping maintenance of 30 sites including water towers, pump stations, reservoirs and water plants. The work includes mowing, tree trimming, leaf removal, some pesticide application, weed-eating aerating, fertilizer, seeding and bed mulching;

WHEREAS, in February 19, 2020, a Request for Bid (RFB) was issued in order to give an opportunity to companies that perform mowing services;

WHEREAS, Tyron Tyson d.b.a. Quality Lawn Care and Pressure Washing was the lowest responsible bidder and the company is using a local certified M/WBE located in the MSA as a subcontractor; and

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

That the City Manager is authorized to execute a three year contract on behalf of the City of Greensboro with Tyron Tyson d.b.a. Quality Lawn Care and Pressure Washing to provide Mowing Services at various Water Supply facilities.

(Signed) Yvonne Johnson

10. [ID 20-0335](#) Resolution Authorizing Amendment #2 in the Amount of \$385,999 to Contract #2017-0310 Agreement between the City of Greensboro and the Natural Science Center of Greensboro, Inc., for Construction Documents and Construction Administration of Phase I Development of Battleground Parks District

139-20 RESOLUTION AUTHORIZING AMENDMENT #2 IN THE AMOUNT OF \$385,999 TO CONTRACT #2017-0310 BETWEEN THE CITY OF GREENSBORO AND THE NATURAL SCIENCE CENTER OF GREENSBORO, INC. FOR PHASE I- HILLSIDE DEVELOPMENT FOR CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION OF THE BATTLEGROUND PARKS DISTRICT

WHEREAS, on November 8, 2016, the voters of the City passed a bond referendum authorizing the City to provide funds for Parks and Recreation purposes, in the total amount of \$34,500,000, and that \$5,000,000 has been allocated for the initial development of the Battleground Parks District (BPD);

WHEREAS, on July 17, 2017 the City approved up to \$615,000 of the BPD allocation to the Natural Science Center of Greensboro, Inc. ("NSC");

WHEREAS, the contribution was for approximately \$200,000 toward design of first phase of development of BPD and approximately \$415,000 for parking lot improvements;

WHEREAS, the construction for parking improvement was completed in 2018 and the conceptual design for the Battleground Parks District Phase II was completed in January 2019;

WHEREAS, on April 14, 2019, City Council approved a contract amendment in the amount of \$381,650 for the design development of Phase 1 and the schematic design for Phase 2 of the Battleground Parks district;

WHEREAS, NSC has request additional funding for fulfil the construction document development and construction administration for Phase 1-Hillside development of the Battleground Parks District;

WHEREAS, the City will reimburse NSC for approved expenses for Phase 1-Hillside construction documents and construction administration for the development of the Battleground Parks District in an amount not to exceed \$385,990; and

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

That the City of Greensboro is authorized to enter into a Contract Amendment #2 for \$385,990 between the City and NSC for Phase I-Hillside construction documents and construction administration of the Battleground Parks District.

(Signed) Yvonne Johnson

12. [ID 20-0359](#) Resolution Authorizing Municipal Agreement in the Amount of \$721,000 with NC Department of Transportation for M-0533CE: Piedmont Triad Regional Model Household Travel Survey

140-20 RESOLUTION AUTHORIZING MUNICIPAL AGREEMENT IN THE AMOUNT OF \$721,000 WITH NC DEPARTMENT OF TRANSPORTATION FOR M-053CE: PIEDMONT TRIAD REGIONAL MODEL HOUSEHOLD TRAVEL SURVEY

WHEREAS, the NCDOT has allocated federal funds and state funds to the City for project M-0533CE;

WHEREAS, project M-0533CE provides for the City to administer the Piedmont Triad Regional Model Household Travel Survey Project in FY 2021;

WHEREAS, the purpose of the project is to collect travel information needed for an update of the regional travel demand model that the City, the MPO, NCDOT, and regional partners rely on for estimating future traffic flows on area roadway;

WHEREAS, the City will administer M-0533CE with the support and assistance of PART and the cooperation of NCDOT and regional MPO partners; and

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

That said project is hereby formally approved by the City Council of the City of Greensboro and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the municipal agreement with the North Carolina Department of Transportation for Project M-0533CE.

(Signed) Yvonne Johnson

13. [ID 20-0361](#) Resolution Authorizing Interlocal Agreement with Piedmont Authority for Regional Transportation for Piedmont Triad Regional Model Household Travel Survey M-0533CE

141-20 RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT WITH PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION FOR M-0533CE: PIEDMONT TRIAD REGIONAL HOUSEHOLD TRAVEL SURVEY

WHEREAS, the NCDOT has allocated federal funds and state funds to the City for project M-0533CE to administer the Piedmont Triad Regional Model Household Travel Survey Project in FY 2021;

WHEREAS, the purpose of the project is to collect travel information needed for an update of the regional travel demand model that the City, the MPO, NCDOT, PART, regional transportation partners rely on for estimating future traffic flows on area roadway;

WHEREAS, under this interlocal agreement, PART will support the City in the day to day administration of this project and will reimburse the City for 70% of the local matching funds required per the municipal agreement with NCDOT on behalf of the other Triad MPOs; and

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

That said project is hereby formally approved by the City Council of the City of Greensboro and the City Manager and Clerk of this Municipality are hereby empowered to sign and execute the interlocal agreement with the Piedmont Authority for Regional Transportation for Project M-0533CE.

(Signed) Yvonne Johnson

14. [ID 20-0367](#) Ordinance in the Amount of \$721,000 Establishing Funding for Municipal Agreement with NC Department of Transportation for M-0533CE: Piedmont Triad Regional Model Household Travel Survey

20-051 ORDINANCE IN THE AMOUNT OF \$721,000 ESTABLISHING FUNDING FOR MUNICIPAL AGREEMENT WITH NCDOT FOR M-0533CE: PIEDMONT TRIAD REGIONAL MODEL HOUSEHOLD TRAVEL SURVEY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

Section 1

That the appropriation for the Project M-0533CE: Piedmont Triad Regional Model Household Travel Survey be increased as follows:

Account	Description	Amount
220-4543-01.5413	Consultant Services	\$721,000
Total		\$721,000

And, that this increase be financed by increasing the following revenues:

Account	Description	Amount
220-4543-01.7100	Federal Grant	\$576,800
220-4543-01.7110	State Grant	\$72,100
220-4543-01.7170	Local Government Grant	\$50,470
220-4543-01.9471	Transfer from 2008 Bond Fund	\$21,630
Total		\$721,000

Section 2

And, that this amended ordinance should become effective upon adoption.

(Signed) Yvonne Johnson

15. [ID 20-0351](#) Resolution Authorizing Negotiation and Execution of Workforce

Development One Stop Operator Services Contract Extension with Two
Hawk Workforce Services in an Amount Not to Exceed \$330,000 for
Fiscal Year 2020-21

142-20 RESOLUTION AUTHORIZING NEGOTIATION AND EXECUTION OF WORKFORCE DEVELOPMENT ONE STOP OPERATOR SERVICES CONTRACT WITH TWO HAWK WORKFORCE SERVICES IN AN AMOUNT NOT TO EXCEED \$330,000 FOR FISCAL YEAR 2020-21

WHEREAS, the Workforce Development Department serves as the administrative entity for the Guilford County Workforce Development Board (WDB) to provide services under the Workforce Innovation and Opportunity Act (WIOA);

WHEREAS, the Office of Workforce Development has an existing contract (2019-5268) with Two Hawk Workforce Services to provide WIOA services as a one-stop operator that will expire on June 30, 2020;

WHEREAS, the Guilford County Workforce Development Board voted to extend this contract for a period of one year;

WHEREAS, funds shall be budgeted in the Workforce Development WIOA Fund in an amount not to exceed \$330,000 for services through this contractor; and

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

That the City is authorized to negotiate final contract terms and execute a contract with Two Hawk Workforce Services in an amount not to exceed \$330,000 to provide FY 2020-21 WIOA One Stop Operator services. The City Manager is hereby authorized to execute on behalf of the City of Greensboro a contract to carry this into effect.

(Signed) Yvonne Johnson

**16. [ID 20-0374](#) Ordinance in the Amount of \$4,500 Amending the FY 19-20 Workforce
Innovation and Opportunity Act Fund Budgets**

20-052 ORDINANCE AMENDING THE FY 2019-20 WORKFORCE INNOVATION AND OPPORTUNITY ACT FUND BUDGETS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

Section 1

That the Workforce Innovation and Opportunity Act Fund Budget of the City of Greensboro is hereby amended as follows:

That the appropriation to the Workforce Innovation and Opportunity Act Fund Budget for Guilford 2019 Infrastructure Fund be increased as follows:

Account	Description	Amount
216-0299-90.5214	Office Equipment and Furniture	\$ 4,500
Total		\$ 4,500

and, that this increase be financed by increasing the following Workforce Innovation and Opportunity Act Fund accounts:

Account	Description	Amount
216-0299-90.7100	Federal Grant	\$ 4,500
Total		\$ 4,500

Section 2

And, that this ordinance should become effective upon adoption.

(Signed) Yvonne Johnson

17. [ID 20-0358](#) Resolution Releasing a Portion of a 20-Foot Sanitary Sewer Easement, a 35-Foot Joint Access and Utility Easement, and a 15-Foot Storm Drain Easement, as Established in Plat Book 114 on Page 59, Plat Book 110 on Page 125, and Plat Book 99 on Page 82 for 3516 Drawbridge Parkway (The Moses H. Cone Memorial Hospital)

143-20 RESOLUTION RELEASING A PORTION OF A 20-FOOT SANITARY SEWER EASEMENT, A 35-FOOT JOINT ACCESS AND UTILITY EASEMENT, AND A 15-FOOT STORM DRAIN EASEMENT, AS ESTABLISHED IN PLAT BOOK 114 ON PAGE 59, PLAT BOOK 110 ON PAGE 125, AND PLAT BOOK 99 ON PAGE 82 FOR 3516 DRAWBRIDGE PARKWAY

WHEREAS, the owner of the property containing these easements has requested in writing that said easements be released;

WHEREAS, Section 4.128 of the City of Greensboro's Charter allows City Council to release or quitclaim any rights the city may have in any water, sanitary sewer, storm sewer easement or any other right-of-way except street right-of-way that the city has no further need for such easement or right-of-way for the particular improvement or for any other public purpose and that the easement or right-of-way should be abandoned;

WHEREAS, it has been determined that the city has no further need for such easements for the particular improvement or for any other public purpose; and

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

1. That the City Council hereby finds that the owner of the property on which the hereinafter mentioned easements are located has requested in writing that said easements be released.
2. That the City Council hereby finds as a fact that the City has no further need for such easements for the particular improvement or for any other public purpose and that the easements should be abandoned.
3. That City Council hereby authorizes the City Attorney's Office to prepare and execute a release of easement for recordation of City Council's abandonment of these hereinafter mentioned easements within the Guilford County Register of Deeds.
4. That the City of Greensboro's interest in the following easements are hereby permanently released:

A PORTION OF A 20-FOOT SANITARY SEWER EASEMENT, A 35-FOOT JOINT ACCESS AND UTILITY EASEMENT, AND A 15-FOOT STORM DRAIN EASEMENT, AS ESTABLISHED IN PLAT BOOK 114 ON PAGE 59, PLAT BOOK 110 ON PAGE 125, AND PLAT BOOK 99 ON PAGE 82 FOR 3516 DRAWBRIDGE PARKWAY

(Signed) Yvonne Johnson

18. [ID 20-0360](#) Resolution Releasing a Portion of a 20-Foot Storm Easement from a Point 20 Feet West of the Property Line Along Garden Village Way Westward and Northward, as Established in Plat Book 149 on Page 69 for 5598 and 5594 Garden Village Way (Leoterra New Garden, LLC)

144-20 RESOLUTION RELEASING A PORTION OF A 20-FOOT STORM EASEMENT FROM A POINT 20 FEET WEST OF THE PROPERTY LINE ALONG GARDEN VILLAGE WAY WESTWARD AND NORTHWARD, AS ESTABLISHED IN PLAT BOOK 149 ON PAGE 69 FOR 5598 AND 5594 GARDEN VILLAGE WAY

WHEREAS, the owner of the property containing this easement has requested in writing that said easement be released;

WHEREAS, Section 4.128 of the City of Greensboro's Charter allows City Council to release or quitclaim any rights the city may have in any water, sanitary sewer, storm sewer easement or any other right-of-way except street right-of-way that the city has no further need for such easement or right-of-way for the particular improvement or for any other public purpose and that the easement or right-of-way should be abandoned;

WHEREAS, it has been determined that the city has no further need for such easement for the particular improvement or for any other public purpose; and

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

1. That the City Council hereby finds that the owner of the property on which the hereinafter mentioned easement is located has requested in writing that said easement be released.
2. That the City Council hereby finds as a fact that the City has no further need for such easement for the particular improvement or for any other public purpose and that the easement should be abandoned.
3. That City Council hereby authorizes the City Attorney's Office to prepare and execute a release of easement for recordation of City Council's abandonment of this hereinafter mentioned easement within the Guilford County Register of Deeds.
4. That the City of Greensboro's interest in the following easement is hereby permanently released:

A PORTION OF A 20-FOOT STORM EASEMENT FROM A POINT 20 FEET WEST OF THE PROPERTY LINE ALONG GARDEN VILLAGE WAY WESTWARD AND NORTHWARD, AS ESTABLISHED IN PLAT BOOK 149 ON PAGE 69 FOR 5598 AND 5594 GARDEN VILLAGE WAY

(Signed) Yvonne Johnson

19. [ID 20-0362](#) Resolution Releasing a 20-Foot Utility Easement, as Established in Plat Book 72 on Page 244, Plat Book 63 on Page 71, and Plat Book 201 on Page 131 for 3629 and 3619 Lewiston Road and 3410, 3503, 3507, 3509, 3511, 3513, 3515, and 3517-YY Crimson Wood Drive (CH-Lewiston, LLC)

145-20 RESOLUTION RELEASING A 20-FOOT UTILITY EASEMENT, AS ESTABLISHED IN PLAT BOOK 72 ON PAGE 244, PLAT BOOK 63 ON PAGE 71, AND PLAT BOOK 201 ON PAGE 131 FOR 3629 AND 3619 LEWISTON ROAD AND 3410, 3503, 3507, 3509, 3511, 3513, 3515, AND 3517-YY CRIMSON WOOD DRIVE

WHEREAS, the owner of the property containing this easement has requested in writing that said easement be released;

WHEREAS, Section 4.128 of the City of Greensboro's Charter allows City Council to release or quitclaim any rights the city may have in any water, sanitary sewer, storm sewer easement or any other right-of-way except street right-of-way that the city has no further need for such easement or right-of-way for the particular improvement or for any other public purpose and that the easement or right-of-way should be abandoned;

WHEREAS, it has been determined that the city has no further need for such easement for the particular

improvement or for any other public purpose; and

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

1. That the City Council hereby finds that the owner of the property on which the hereinafter mentioned easement is located has requested in writing that said easement be released.
2. That the City Council hereby finds as a fact that the City has no further need for such easement for the particular improvement or for any other public purpose and that the easement should be abandoned.
3. That City Council hereby authorizes the City Attorney's Office to prepare and execute a release of easement for recordation of City Council's abandonment of this hereinafter mentioned easement within the Guilford County Register of Deeds.
4. That the City of Greensboro's interest in the following easement is hereby permanently released:

A 20-FOOT UTILITY EASEMENT, AS ESTABLISHED IN PLAT BOOK 72 ON PAGE 244, PLAT BOOK 63 ON PAGE 71, AND PLAT BOOK 201 ON PAGE 131 FOR 3629 AND 3619 LEWISTON ROAD AND 3410, 3503, 3507, 3509, 3511, 3513, 3515, AND 3517-YY CRIMSON WOOD DRIVE

(Signed) Yvonne Johnson

20. [ID 20-0366](#) Resolution Releasing a 15-Foot Water Easement and a Portion of a 25-Foot Sanitary Sewer Easement Established in Plat Book 55 on Page 41 and Release of a Portion of a 30-Foot Utility Easement Established in Plat Book 160 on Page 68 for 2101 Pyramids Village Boulevard (CMLT 2008-LS1 East Cone Boulevard, LLC)

146-20 RESOLUTION RELEASING A 15-FOOT WATER EASEMENT AND A PORTION OF A 25-FOOT SANITARY SEWER EASEMENT ESTABLISHED IN PLAT BOOK 55 ON PAGE 41 AND RELEASE OF A PORTION OF A 30-FOOT UTILITY EASEMENT ESTABLISHED IN PLAT BOOK 160 ON PAGE 68 FOR 2101 PYRAMIDS VILLAGE BOULEVARD

WHEREAS, the owner of the property containing these easements has requested in writing that said easements be released;

WHEREAS, Section 4.128 of the City of Greensboro's Charter allows City Council to release or quitclaim any rights the city may have in any water, sanitary sewer, storm sewer easement or any other right-of-way except street right-of-way that the city has no further need for such easement or right-of-way for the particular improvement or for any other public purpose;

WHEREAS, it has been determined that the city has no further need for such easements for the particular improvement or for any other public purpose; and

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

1. That the City Council hereby finds that the owner of the property on which the hereinafter mentioned easements are located has requested in writing that said easements be released.
2. That the City Council hereby finds as a fact that the City has no further need for such easements for the particular improvement or for any other public purpose and that the easements should be abandoned.
3. That City Council hereby authorizes the City Attorney's Office to prepare and execute a release of easement for recordation of City Council's abandonment of these hereinafter mentioned easements within the Guilford County

Register of Deeds.

4. That the City of Greensboro's interest in the following easements are hereby permanently released:

A 15-FOOT WATER EASEMENT AND A PORTION OF A 25-FOOT SANITARY SEWER EASEMENT ESTABLISHED IN PLAT BOOK 55 ON PAGE 41 AND RELEASE OF A PORTION OF A 30-FOOT UTILITY EASEMENT ESTABLISHED IN PLAT BOOK 160 ON PAGE 68 FOR 2101 PYRAMIDS VILLAGE BOULEVARD

(Signed) Yvonne Johnson

21. [ID 20-0325](#) Resolution Calling a Public Hearing for June 16, 2020 on the Annexation of Territory into the Corporate Limits for the Property Located at a Portion of 1055 NC Highway 68 North - 6.36-Acres (Greenlea 68 Land, LLC)

147-20 RESOLUTION CALLING A PUBLIC HEARING FOR JUNE 16, 2020 ON THE ANNEXATION OF TERRITORY TO THE CORPORATE LIMITS – PROPERTY LOCATED AT A PORTION OF 1055 NC HIGHWAY 68 NORTH – 6.36-ACRES

WHEREAS, the owner of all the hereinafter-described property, which is non-contiguous to the City of Greensboro, has requested in writing that said property be annexed to the City of Greensboro;

WHEREAS, Chapter 160A, Section 58.1 (non-contiguous) of the General Statutes of North Carolina provides that territory may be annexed after notice has been given by publication one time in a newspaper of general circulation in the city;

WHEREAS, at a regular meeting of the City Council on the June 16, 2020, the following ordinance will be introduced; and

AN ORDINANCE ANNEXING TERRITORY TO THE CORPORATE LIMITS (PROPERTY LOCATED AT A PORTION OF 1055 NC HIGHWAY 68 NORTH – 6.36-ACRES)

Section 1. Pursuant to G.S. 160A-58.1 (non-contiguous), the hereinafter-described territory is hereby annexed to City of Greensboro:

BEGINNING at a 5/8" rebar at the intersection of the western right-of-way line of Interstate 73 and the eastern right-of-way line of NC Highway 68 North, said rebar being in the Greensboro satellite city limit line (as of January 31, 2020) at the southernmost corner of that annexation described in Ordinance #18-127; THENCE DEPARTING FROM THE EXISTING SATELLITE CITY LIMITS in a southwesterly direction, crossing NC Highway 68 North, approximately 340 feet to a point in the Greensboro satellite city limit line, said point being the northeast corner of that annexation described in Ordinance #19-108; THENCE PROCEEDING WITH THE EXISTING SATELLITE CITY LIMITS in a southwesterly direction 259.66 feet with a curve to the left with a radius of 330.00 feet to a point on the western right-of-way line of NCSR 4669; THENCE DEPARTING FROM THE EXISTING SATELLITE CITY LIMITS N 63° 28' 01" W 85.28 feet to a calculated point; thence with a curve to the right with a radius of 298.00 feet and a chord bearing and distance of N 41° 57' 00" W 218.60 feet and a curve length of 223.82 feet to a calculated point; thence N 20° 26' 00" W 194.50 feet to a calculated point; thence N 69° 34' 00" E 60.00 feet to a calculated point; thence S 20° 26' 00" E 60.13 feet to a calculated point; thence N 69° 20' 48" E 242.00 feet to a calculated point; thence N 20° 26' 00" W 215.00 feet to a calculated point; thence N 69° 34' 00" E 70.00 feet to a point on the western right-of-way line of NC Highway 68 North; thence in a northeasterly direction, crossing said highway, approximately 280 feet to a 5/8" rebar on the eastern right-of-way line of NC Highway 68 North, said rebar being in the Greensboro satellite city limit line; THENCE PROCEEDING WITH THE EXISTING SATELLITE CITY LIMITS with said eastern right-of-way line the following three courses and distances: 1) N 69° 34' 44" E 35.00 feet to a 5/8" rebar, 2) S 20° 25' 16" E 539.85 feet to a 5/8" rebar, and 3) S 68° 16' 53" E 111.54 feet to the point and place of BEGINNING, containing approximately 6.36 acres, of which approximately 3.145 acres is outside current street right-of-way.

Section 2. Any utility line assessments, which may have been levied by the County, shall be collected either by voluntary payment or through foreclosure of same by the City. Following annexation, the property annexed shall receive the same status regarding charges and rates as any other property located inside the corporate limits of the City of Greensboro.

Section 3. The owner shall be fully responsible for extending water and sewer service to the property at said owner's expense.

Section 4. From and after the effective date of annexation, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force within the City and shall be entitled to the same privileges and benefits thereof, subject to the provisions in Sections 2 and 3 above.

Section 5. From and after June 16, 2020, the liability for municipal taxes for the 2020-2021 fiscal year and thereafter shall be due annually on the same basis as any other property within the city limits.

Section 6. That this ordinance shall become effective upon adoption.

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

That Tuesday, June 16, 2020 at 5:30 p.m. be fixed as the time and the Council Chambers in the Melvin Municipal Office Building as the place for the public hearing on the proposed annexation of territory to the City of Greensboro as above set out and that this resolution be published in a newspaper published in the City of Greensboro not later than June 6, 2020.

(Signed) Yvonne Johnson

22. [ID 20-0354](#) Rescind Resolution 076-20 Authorizing the Sale of Surplus Foreclosure Property Located at 917 Gregory Street

148-20 RESOLUTION RESCINDING RESOLUTION 076-20 AUTHORIZING THE SALE OF SURPLUS FORECLOSURE PROPERTY LOCATED AT 917 GREGORY STREET TO W AND A PROPERTIES, LLC

WHEREAS, on March 31, 2020, the City Council authorized the purchase of 917 Gregory Street;

WHEREAS, in the opinion of City Council, the sale was incomplete and it is deemed in the best interest of the City of Greensboro to rescind Resolution 076-20 adopted on March 31, 2020, and

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

That the City Manager is authorized to in all aspects rescind Resolution 076-20 adopted by the City Council on March 31, 2020, authorizing the sale of 917 Gregory Street.

(Signed) Yvonne Johnson

23. [ID 20-0355](#) Resolution Authorizing the Purchase of Property Located at 100 South Cedar Street from the Guilford County Board of Education in the Amount of \$83,700 for the Downtown Greenway, Phase 4 Project, P-05645

149-20 RESOLUTION APPROVING THE APPRAISAL AND AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 100 SOUTH CEDAR STREET FROM THE GUILFORD COUNTY BOARD OF EDUCATION IN THE AMOUNT OF \$83,700 FOR THE DOWNTOWN GREENWAY, PHASE 4 PROJECT P-05645

WHEREAS, in connection with the Downtown Greenway, Phase 4 Project, property owned by the Guilford County

Board of Education, Parcel 0003789 is required by the City for said Project, said property being shown on the attached map;

WHEREAS, the required property has been appraised by Foster Appraisal Services, Inc. at a value of \$83,700, which appraisal, in the opinion of the City Council, is fair and reasonable;

WHEREAS, the owner has agreed to sell said property to the City at the appraised price and it is deemed in the best interest of the City to acquire said property; and

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

That the City Manager is authorized to enter into agreement with the Guilford County Board of Education for the purchase of the aforementioned property in the amount of \$83,700.

(Signed) Yvonne Johnson

26. [ID 20-0369](#) Resolution Authorizing the Use of \$77,708 Housing Opportunities for Persons with AIDS Coronavirus (HOPWA-CV) Funds and the Conduct of HOPWA-CV Program Activities

150-20 RESOLUTION AUTHORIZING USE OF \$77,708 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS CORONAVIRUS (HOPWA-CV) PROGRAM FUNDS AND THE CONDUCT OF HOPWA-CV PROGRAM ACTIVITIES

WHEREAS, under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the Department of Housing and Urban Development (HUD) awarded Housing Opportunities for Persons With AIDS Coronavirus (HOPWA-CV) funding in the amount of \$77,708 as lead entity in the local Eligible Metropolitan Statistical Area (EMSA) that requires programming in the 2019-2020 Annual Action Plan;

WHEREAS, the Department of Neighborhood Development has prepared a Substantial Amendment to the 2019-2020 Annual Action Plan that states goals and objectives for HOPWA-CV program funding;

WHEREAS, the City of Greensboro held a public comment period May 14, 2020 through May 18, 2020 with reasonable notice and opportunity to comment per the Greensboro Citizen Participation Plan;

WHEREAS, it is understood that acceptance of the HOPWA-CV grant obligates the City of Greensboro to conduct and administer Program activities in accordance with all applicable Federal and State Laws, and implementing rules and regulations; and

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

1. That the conduct of HOPWA-CV program activities, in the amount of \$77,708, in whole or in part by the City of Greensboro and/or designees is hereby authorized and approved.
2. That the City of Greensboro is fully cognizant of the obligations, responsibilities, and requirements accompanying the acceptance of a HOPWA-CV grant and that it is the sense of this body that such obligations, responsibilities, and requirements will be fulfilled.
3. That the City Manager is designated as the official representative of the City of Greensboro and is authorized to submit the final statement, all understandings and assurances contained therein, and directed to act in connection with the submission of the final statement and to provide such additional information as may be required.
4. That the City Manager, as Chief Executive Officer, is authorized and consents on behalf of the City of Greensboro and her/himself (1) to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, insofar as the provisions of such act apply to the administration and conduct of local HOPWA-CV Program activities as referred to above; and (2) to accept the jurisdiction of the federal courts for the purpose of

enforcement of his responsibilities as such an official.

(Signed) Yvonne Johnson

27. [ID 20-0363](#) Resolution Authorizing Submission of the Substantial Amendment to the 2019-2020 Annual Action Plan and Authorize the Use of \$2,082,964 in CARES Act Funds

151-20 RESOLUTION AUTHORIZING SUBMISSION OF THE SUBSTANTIAL AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN AND AUTHORIZE THE USE OF \$2,082,964 IN CARES ACT FUNDS

WHEREAS, under the Housing and Community Development Act of 1974, the Cranston-Gonzalez National Affordable Housing Act of 1990, and implementing regulations issued by the Secretary of the Department of Housing and Urban Development (HUD) on January 5, 1995, the City of Greensboro is required to prepare and submit to HUD a five-year consolidated plan for housing and community development activities and subsequent Annual Action Plans each fiscal year;

WHEREAS, an annual action plan has been prepared which describes the priority needs and strategies for the City of Greensboro fiscal year 2019-2020;

WHEREAS, the 2019-2020 Annual Action Plan was adopted by the City Council at its May 21, 2019 meeting;

WHEREAS, the City of Greensboro proposes to substantially amend the 2019-2020 Annual Action Plan;

WHEREAS, under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), HUD has awarded supplemental funding in the amount of \$2,082,964 that requires programming in the 2019-2020 Annual Action Plan;

WHEREAS, the City of Greensboro held a public comment period May 14, 2020 through May 18, 2020 with reasonable notice and opportunity to comment per the Greensboro Citizen Participation Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO;

1. That the Substantial Amendment to the 2019-2020 Annual Action Plan developed and presented to City Council at its May 19, 2020 meeting and known as Substantial Amendment to the 2019-2020 Annual Action Plan is hereby adopted.
2. That the submission of the Substantial Amendment to the 2019-2020 Annual Action Plan is hereby authorized and approved.
3. That the City of Greensboro, as lead entity for the HOME Consortium, consents to such obligations, responsibilities, and requirements as described by the Secretary of the Department of Housing and Urban Development for such lead entities.
4. That the City Manager is designated as the official representative of the City of Greensboro, and is authorized to submit the final statement, all understandings and assurances contained therein, and directed to act in connection with the submission of the final statement and to provide such additional information as may be required.
5. That the City Manager, as Chief Executive Officer, is authorized and consents on behalf of the City of Greensboro and her/himself (1) to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, insofar as the provisions of such act apply to the administration and conduct of local HUD activities as referred to above; and (2) to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

(Signed) Yvonne Johnson

28. [ID 20-0377](#) Budget Adjustments Requiring Council Approval 4/28/2020 through 5/11/2020

Motion to approve the Budget Adjustments Requiring Council Approval 4/28/2020 through 5/11/2020 was adopted.

(A copy of the report is filed in Exhibit Drawer C, Exhibit No.12, which is hereby referred to and made a part of these minutes.)

29. [ID 20-0376](#) Budget Adjustments Approved by Budget Officer 4/28/2020 through 5/11/2020

Motion to approve the Budget Adjustments Approved by Budget Officer 4/28/2020 through 5/11/2020 was adopted.

(A copy of the report is filed in Exhibit Drawer C, Exhibit No.12, which is hereby referred to and made a part of these minutes.)

30. [ID 20-0375](#) Motion to Approve the Minutes of the Regular Meeting of April 21, 2020

Motion to Approve the Minutes of the Regular Meeting of April 21, 2020 was adopted.

II. PUBLIC HEARING AGENDA

32. [ID 20-0323](#) Public Hearing for an Ordinance Annexing Territory into the Corporate Limits for Property Located at 1812, 1814, and 1818 Youngs Mill Road and 3921 Presbyterian Road - 188.2-Acres (S & S Properties, Youngs Mill Industrial Partners LLC, Tommy and Rebecca Morrison, and Joe and Jan Morrison)

Mayor Vaughan stated this was the time and place set for a public hearing to consider item #32/ID 20-0323, a Public Hearing for an Ordinance Annexing Territory into the Corporate Limits for Property Located at 1812, 1814, and 1818 Youngs Mill Road and 3921 Presbyterian Road - 188.2-Acres (S & S Properties, Youngs Mill Industrial Partners LLC, Tommy and Rebecca Morrison, and Joe and Jan Morrison); item #33/ID 20-0333, a Public Hearing for an Ordinance Amending the Future Land Use Map of the Greensboro Connections 2025 Future Land Use Plan for Property at 1812, 1814, and 1818 Youngs Mill Road and 3921 Presbyterian Road; and item #34/ID 20-0338, a Public Hearing for Ordinance for Original Zoning Located at 1812, 1814, and 1818 Youngs Mill Road and 3921 Presbyterian Road - Tom Terrell for Williams Development Group, LLC.

Planning Manager Mike Kirkman made a PowerPoint Presentation (PPP); reviewed the request; presented maps; aerial photographs and diagrams to illustrate the site and surrounding property; read the conditions attached to the zoning request; stated that due to the coronavirus pandemic, the Planning Board did not meet; and the Zoning Commission and staff had recommended approval of the request.

Councilmember Hightower voiced concerns regarding the zoning designations to which Mr. Kirkman explained to light industrial use.

Speaking in favor of the rezoning:

Attorney Tom Terrell, Fox Rothschild, LLP, made a PPP; provided an overview of the property; spoke to economic growth; to community support; to being located close to I-85 interchange; to neighborhood communications; and to minimum traffic impact.

Taylor Williams, Real Estate Developer with Williams Development Group, expressed excitement about prospect of the project; provided historical perspective of the company; referenced previous case studies; and spoke to a partnership with the Greensboro Chamber of Commerce.

Councilmember Hightower voiced concerns regarding the project's proximity to the neighborhood; and spoke to buffer requirements.

Mr. Terrell described the variety of buffers due to the topography of the property; spoke to streams; and to ordinance requirements.

Speaking in opposition to the rezoning:

Mike Elliott, property owner near the development, voiced concerns regarding the right-of-way for water and sewer service; spoke to the extension of curbs and gutters to nearby properties; to truck access; and to a previous request for city utility connections.

In rebuttal in favor of the rezoning:

Mr. Terrell suggested an annexation proceeding to address the utility connection concern; agreed to utility access for Mr. Elliott; and spoke to truck access.

In rebuttal in opposition to the rezoning:

Mr. Elliott voiced concerns with the proximity of the access roads; spoke to tractor-trailer traffic; and to scenic views.

Councilmember Outling requested clarity on proper determination of utility access for the parties; vehicular traffic; and development end-user.

City Manager Parrish spoke to the annexation policy; and to a city feasibility study.

Mr. Kirkman spoke to the site plan; and to an engineering analysis.

Mr. Williams explained there wasn't a site plan; spoke to clearing of trees; and dilapidated residences.

Moved by Mayor Pro-Tem Johnson, seconded by Councilmember Thurm, to close the public hearing. The motion carried by roll call vote, 9-0.

Discussion ensued regarding site acreage; the Urban Loop interchange; marketing plans; timelines; and economic development in east Greensboro.

(A copy of the PowerPoint Presentation (PPP) is filed in Exhibit Drawer C, Exhibit No. 12 which is hereby referred to and made a part of these minutes)

Moved by Councilmember Hightower, seconded by Councilmember Wells, to adopt the ordinance. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

20-053 AN ORDINANCE ANNEXING TERRITORY TO THE CORPORATE LIMITS (PROPERTY LOCATED AT 1812, 1814, AND 1818 YOUNGS MILL ROAD AND 3921 PRESBYTERIAN ROAD – 188.2-ACRES)

Section 1. Pursuant to G.S. 160A-31 (contiguous), the hereinafter-described territory is hereby annexed to City of Greensboro:

Beginning at a 1 Inch Iron Pipe Found with a Nail at Base having NC Grid NAD83(2011) coordinates of Northing 830,801.01 feet, Easting 1,789,458.62 feet being at the Southwestern corner of now or formerly Tammie Andrews

Rigley, Amy Elizabeth Andrews and Larry Todd Andrews as recorded in Deed Book 4056, Page 1073 as Tract 1 in the Guilford County Register of Deeds, North Carolina, also being a 1 Inch Iron Pipe Found with a Nail at Base, South 01°05'11" West 114.39 feet from a #4 Rebar Found at the northeastern corner of William Mitchell Causey, Jr. and wife, Jennifer R. Causey as recorded in Deed Book 7518, Page 1945 as Tract 2, said #4 Rebar Found being in the southern right-of-way line of the I-85 Bypass Ramp and said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); thence from Said Point of Beginning, along the southern property line of said Rigley, Andrews and Andrews, North 88° 41' 16" East 552.02 feet to a 3/4 Inch Iron Pipe Set at the southwestern corner of now or formerly North Carolina Department of Transportation as recorded in Deed Book 4589, Page 1300 and said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE PROCEEDING WITH THE EXISTING CITY LIMITS by continuing along the southern property line of said Department of Transportation, North 88° 41' 16" East 210.46 feet to a 3/4 Inch Iron Pipe Set at a southwestern corner of said Rigley, Andrews and Andrews as recorded in Deed Book 4056, Page 1073 as Tract 1 and said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE DEPARTING FROM THE EXISTING CITY LIMITS by continuing along said southern property line of Rigley, Andrews and Andrews, the following ten (10) courses: 1) North 88° 41' 16" East 827.96 feet to a 3/4 Inch Iron Pipe Set; 2) North 77° 00' 16" East 117.95 feet to a 3/4 Inch Iron Pipe Set; 3) South 21° 57' 22" East 25.52 feet to a 3/4 Inch Iron Pipe Set; 4) North 88° 41' 16" East 590.22 feet to a 3/4 Inch Iron Pipe Set; 5) North 16° 58' 14" East 52.88 feet to a point in a creek; 6) North 44° 47' 11" East 77.30 feet to a point in a creek; 7) North 58° 54' 28" East 22.07 feet to a point in a creek; 8) South 74° 54' 29" East 40.25 feet to a point in a creek; 9) South 49° 44' 03" East 29.55 feet to a point in a creek; 10) North 52° 41' 27" East 288.60 feet to a 3/4 Inch Iron Pipe Set in said southern right-of-way line of the I-85 Bypass Ramp (the southern property lines of Tammie Andrews Rigley, Amy Elizabeth Andrews and Larry Todd Andrews as recorded in Deed Book 4056, Page 1073 as Tract 1 and North Carolina Department of Transportation as recorded in Deed Book 4589, Page 1300 was established by a property line agreement recorded in Deed Book 6718, Page 67) said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE PROCEEDING WITH THE EXISTING CITY LIMITS along said southern right-of-way line of the I-85 Bypass Ramp, North 85° 46' 22" East 42.79 feet to a 3/4 Inch Iron Pipe Set in a creek at the northwestern corner of the remainder of the property of Brian L. Welker said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE DEPARTING FROM THE EXISTING CITY LIMITS along the western and northern property lines of said Welker, the following two (2) courses: 1) South 12° 07' 00" East 87.68 feet to an Iron Rod Found (3" Bolt); 2) North 30° 21' 11" East 105.49 feet to a to a 3/4 Inch Iron Pipe Set in said southern right-of-way line of the I-85 Bypass Ramp said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE PROCEEDING WITH THE EXISTING CITY LIMITS along said southern right-of-way line of the I-85 Bypass Ramp, the following eight (8) courses: 1) North 85° 46' 22" East 205.56 feet to a Disk Found; 2) North 85° 42' 49" East 225.33 feet to a Nail Found in a Fence Post; 3) North 88° 11' 16" East 328.20 feet to a Disk Found; 4) South 82° 38' 59" East 182.85 feet to a Disk Found; 5) North 77° 53' 51" East 166.65 feet to a Disk Found; 6) North 88° 05' 09" East 278.82 feet to a Disk Found; 7) South 85° 52' 45" East 280.98 feet to a Disk Found; 8) North 76° 39' 25" East 254.97 feet to a Disk Found at the intersection of said southern right-of-way line of the I-85 Bypass Ramp and the western right-of-way line of Youngs Mill Road; thence along said western right-of-way line of Youngs Mill Road, the following three (3) courses: 1) South 06° 26' 39" East 324.98 feet to a Disk Found; 2) South 00° 05' 43" West 128.67 feet to a Disk Found; 3) South 11° 38' 30" East 144.35 feet to a Disk Found; said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE DEPARTING FROM THE EXISTING CITY LIMITS along the western right-of-way line for Youngs Mill Road in a southerly direction approximately 1,280 feet to a Rebar Found at the northeastern corner of now or formerly J.L Hobbs and wife, Pearl Hobbs as recorded in Deed Book 1504, Page 538; thence along northern and eastern property lines of said Hobbs and the northern property line of now or formerly K&F Investments of the Triad, LLC as recorded in Deed Book 7753, Page 1714, the following four (4) courses: 1) North 88° 46' 50" West 883.49 feet to a #4 Rebar Found; 2) North 01° 39' 23" East 505.04 feet to a #4 Rebar Found; 3) North 01° 40' 15" East 551.93 feet to a #4 Rebar Found; 4) North 88° 50' 36" West 1,007.32 feet to a 1/2 Inch Iron Found; thence along the western property lines of said K&F Investments of the Triad, LLC, the following two (2) courses: 1) South 01° 14' 27" East 198.52 feet to a #4 Rebar Found; 2) South 11° 54' 27" West 89.37 feet to a #4 Rebar Found at the northeastern corner of now or formerly Christ Apostolic Church, Mount Bethel as recorded in Deed Book 5344, Page 700; thence along the northern property lines of said Christ Apostolic Church, Mount Bethel, now or formerly Timothy E. Hobbs and wife, Janet S., Hobbs as recorded in Deed Book 2994, Page 283 and as Lots 1, 2, and 3 of Plat Book 26, Page 88; now or formerly Timothy Earl Hobbs as recorded in Deed Book 7546, Page 2398 and as Lots 4, 5, 6 and 7 of said Plat

Book 26, Page 88; and now or formerly John Benjamin Elkins as recorded in Deed Book 8014, Page 2667 and as 8, 9 and 10 of said Plat Book 26, Page 88, the following ten (10) courses: 1) South 10° 38' 27" West 116.28 feet to a 3/4 Inch Rod Found; 2) South 25° 22' 41" West 193.33 feet to a #4 Rebar Found; 3) South 00° 58' 37" East 215.36 feet to a 3/4 Inch Iron Pipe Set; 4) South 01° 53' 43" West 106.40 feet to a 1/2 Inch Iron Pipe Found; 5) South 37° 37' 10" West 219.51 feet to a 2 Inch Iron Pipe Found; 6) South 44° 13' 31" West 129.69 feet to a 3/4 Inch Iron Pipe Set; 7) South 72° 27' 01" West 132.56 feet to a 1 Inch Iron Pipe Found; 8) South 74° 07' 07" West 305.82 feet to a 3/4 Inch Iron Pipe Found; 9) South 76° 41' 39" West 220.72 feet to a Stone Found; 10) South 69° 57' 24" West 476.91 feet to a 3/4 Inch Iron Pipe Set at the northeastern corner of now or formerly John Benjamin Elkins as recorded in Deed Book 7998, Page 2999; thence along the northern and western property lines of said Elkins as recorded in Deed Book 7998, Page 2999, the following two (2) courses: 1) South 78° 59' 58" West 269.33 feet to a 1 Inch Iron Pipe Found; 2) South 02° 49' 56" West approximately 120 feet to a point along the northern right-of-way line for Presbyterian Road; thence along the northern right-of-way for Presbyterian Road in a westerly direction approximately 410 feet to a point along the eastern line of now or formerly Jeff Swanson as recorded in Deed Book 5093, Page 614; thence along the eastern, northern and western property lines of said Swanson, the following three (3) courses: 1) North 05° 40' 37" West approximately 230 feet to a Bent Iron Pipe Found; 2) South 79° 10' 22" West 290.02 feet to a 3/4 Inch Iron Pipe Set; 3) South 05° 58' 19" East approximately 195 feet to a point within the northern right-of-way for Presbyterian Road; thence along the northern right-of-way line for Presbyterian Road in a westerly direction approximately 664 feet to a Bent #8 Rebar Found in the eastern property line of now or formerly Peggy C. Bogue as recorded in Deed Book 7112, Page 655; thence along the eastern property line of said Bogue, North 11° 01' 16" West approximately 450 feet to a #8 Rebar Found at the southeastern corner of now or formerly Christine H. Trull and Gary Lee Trull, Trustees of the Trull Family Irrevocable Trust as recorded in Deed Book 8219, Page 359; thence along the eastern property lines of said Trull and said William Mitchell Causey, Jr. and wife, Jennifer R. Causey, the following nine (9) courses: 1) North 11° 01' 16" West 97.66 feet to a point; 2) North 06° 44' 38" West 343.74 feet to a point; 3) North 40° 30' 29" East 157.89 feet to a point; 4) North 01° 59' 02" East 186.84 feet to a 3/4 Inch Iron Pipe Set; 5) North 58° 50' 32" West 91.70 feet to a point; 6) South 78° 03' 34" West 214.27 feet to a point; 7) North 00° 12' 10" East 757.00 feet (crossing a #4 Rebar Found at 69.55 feet) to an Axel Found; 8) South 83° 44' 18" East 519.62 feet to a 1/2 Inch Square Iron Pipe Found; 9) North 01° 09' 48" East 204.58 feet to the Point of Beginning, containing 188.2 Acres more or less. All deeds and plats referred to hereinabove are recorded in the Office of the Register of Deeds of Guilford County.

Section 2. Any utility line assessments, which may have been levied by the County, shall be collected either by voluntary payment or through foreclosure of same by the City. Following annexation, the property annexed shall receive the same status regarding charges and rates as any other property located inside the corporate limits of the City of Greensboro.

Section 3. The owner shall be fully responsible for extending water and sewer service to the property at said owner's expense.

Section 4. From and after the effective date of annexation, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force within the City and shall be entitled to the same privileges and benefits thereof, subject to the provisions in Sections 2 and 3 above.

Section 5. From and after May 19, 2020, the liability for municipal taxes for the 2019-2020 fiscal year shall be prorated on the basis of 1/12 of the total amount of taxes that would be due for the entire fiscal year. The due date for prorated municipal taxes shall be September 1, 2020. Municipal ad valorem taxes for the 2020-2021 fiscal year and thereafter shall be due annually on the same basis as any other property within the city limits.

Section 6. That this ordinance shall become effective upon adoption.

(Signed) Sharon Hightower

33. [ID 20-0333](#)

Public Hearing for an Ordinance Amending the Future Land Use Map of the Greensboro Connections 2025 Future Land Use Plan for Property at 1812, 1814, and 1818 Youngs Mill Road and 3921 Presbyterian

Road

Moved by Councilmember Hightower, seconded by Councilmember Thurm, to adopt the ordinance. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

20-054 ORDINANCE AMENDING THE GENERALIZED FUTURE LAND USE MAP WITHIN THE GREENSBORO CONNECTIONS 2025 COMPREHENSIVE PLAN, INCORPORATED BY REFERENCE IN THE GREENSBORO CODE OF ORDINANCES WITH RESPECT TO ZONING, PLANNING AND DEVELOPMENT CHAPTER 30

WHEREAS, the City Council adopted the Greensboro Connections 2025 Comprehensive Plan on May 6, 2003 which contains a Generalized Future Land Use Map, and labeled Figure 4-2;

WHEREAS, an amendment has been proposed as shown on the attached map to change the land use classifications for properties located at 1812, 1814, and 1818 Youngs Mill Road and 3921 Presbyterian Road; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, NORTH CAROLINA, that the Generalized Future Land Use Map, Figure 4-2 is amended as follows:

Section 1. The Generalized Future Land Use Map, Figure 4-2 is hereby amended as shown on the attached map.

Section 2. All ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 3. This ordinance shall become effective upon adoption.

(Signed) Sharon Hightower

- 34. [ID 20-0338](#)** Public Hearing for Ordinance for Original Zoning Located at 1812, 1814, and 1818 Youngs Mill Road and 3921 Presbyterian Road - Tom Terrell for Williams Development Group, LLC

Moved by Councilmember Hightower, seconded by Councilmember Thurm, to adopt the ordinance and stated that City Council believed that its action to recommend approval of the zoning amendment, for the properties located at 1812, 1814 and 1818 Youngs Mill Road and 3921 Presbyterian Road from County AG (Agricultural) to City CD-HI (Conditional District Heavy Industrial) to be consistent with the adopted Connections 2025 Comprehensive Plan and considered the action taken to be reasonable and in the public interest for the following reasons: the request is consistent with the Comprehensive Plan's Economic Development goal to promote a healthy and diversified economy; the request is consistent with the Comprehensive Plan's Growth at the Fringe goal to provide a development framework for the fringe that guides sound, sustainable patterns of land use as the City expands; and the proposed CD-HI request, as conditioned, limits potential negative impacts on surrounding properties. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

20-055 AMENDING OFFICIAL ZONING MAP

1812, 1814, AND 1818 YOUNGS MILL ROAD AND 3921 PRESBYTERIAN ROAD, GENERALLY DESCRIBED AS SOUTH OF I-85 AND WEST OF YOUNGS MILL ROAD

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

Section 1. The Official Zoning Map is hereby amended by original zoning from County AG (Agricultural) to City CD-HI (Conditional District Heavy Industrial).

The area is described as follows:

Beginning at a 1 Inch Iron Pipe Found with a Nail at Base having NC Grid NAD83(2011) coordinates of Northing 830,801.01 feet, Easting 1,789,458.62 feet being at the Southwestern corner of now or formerly Tammie Andrews Rigley, Amy Elizabeth Andrews and Larry Todd Andrews as recorded in Deed Book 4056, Page 1073 as Tract 1 in the Guilford County Register of Deeds, North Carolina, also being a 1 Inch Iron Pipe Found with a Nail at Base, South 01°05'11" West 114.39 feet from a #4 Rebar Found at the northeastern corner of William Mitchell Causey, Jr. and wife, Jennifer R. Causey as recorded in Deed Book 7518, Page 1945 as Tract 2, said #4 Rebar Found being in the southern right-of-way line of the I-85 Bypass Ramp and said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); thence from Said Point of Beginning, along the southern property line of said Rigley, Andrews and Andrews, North 88° 41' 16" East 552.02 feet to a 3/4 Inch Iron Pipe Set at the southwestern corner of now or formerly North Carolina Department of Transportation as recorded in Deed Book 4589, Page 1300 and said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE PROCEEDING WITH THE EXISTING CITY LIMITS by continuing along the southern property line of said Department of Transportation, North 88° 41' 16" East 210.46 feet to a 3/4 Inch Iron Pipe Set at a southwestern corner of said Rigley, Andrews and Andrews as recorded in Deed Book 4056, Page 1073 as Tract 1 and said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE DEPARTING FROM THE EXISTING CITY LIMITS by continuing along said southern property line of Rigley, Andrews and Andrews, the following ten (10) courses: 1) North 88° 41' 16" East 827.96 feet to a 3/4 Inch Iron Pipe Set; 2) North 77° 00' 16" East 117.95 feet to a 3/4 Inch Iron Pipe Set; 3) South 21° 57' 22" East 25.52 feet to a 3/4 Inch Iron Pipe Set; 4) North 88° 41' 16" East 590.22 feet to a 3/4 Inch Iron Pipe Set; 5) North 16° 58' 14" East 52.88 feet to a point in a creek; 6) North 44° 47' 11" East 77.30 feet to a point in a creek; 7) North 58° 54' 28" East 22.07 feet to a point in a creek; 8) South 74° 54' 29" East 40.25 feet to a point in a creek; 9) South 49° 44' 03" East 29.55 feet to a point in a creek; 10) North 52° 41' 27" East 288.60 feet to a 3/4 Inch Iron Pipe Set in said southern right-of-way line of the I-85 Bypass Ramp (the southern property lines of Tammie Andrews Rigley, Amy Elizabeth Andrews and Larry Todd Andrews as recorded in Deed Book 4056, Page 1073 as Tract 1 and North Carolina Department of Transportation as recorded in Deed Book 4589, Page 1300 was established by a property line agreement recorded in Deed Book 6718, Page 67) said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE PROCEEDING WITH THE EXISTING CITY LIMITS along said southern right-of-way line of the I-85 Bypass Ramp, North 85° 46' 22" East 42.79 feet to a 3/4 Inch Iron Pipe Set in a creek at the northwestern corner of the remainder of the property of Brian L. Welker said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE DEPARTING FROM THE EXISTING CITY LIMITS along the western and northern property lines of said Welker, the following two (2) courses: 1) South 12° 07' 00" East 87.68 feet to an Iron Rod Found (3" Bolt); 2) North 30° 21' 11" East 105.49 feet to a to a 3/4 Inch Iron Pipe Set in said southern right-of-way line of the I-85 Bypass Ramp said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE PROCEEDING WITH THE EXISTING CITY LIMITS along said southern right-of-way line of the I-85 Bypass Ramp, the following eight (8) courses: 1) North 85° 46' 22" East 205.56 feet to a Disk Found; 2) North 85° 42' 49" East 225.33 feet to a Nail Found in a Fence Post; 3) North 88° 11' 16" East 328.20 feet to a Disk Found; 4) South 82° 38' 59" East 182.85 feet to a Disk Found; 5) North 77° 53' 51" East 166.65 feet to a Disk Found; 6) North 88° 05' 09" East 278.82 feet to a Disk Found; 7) South 85° 52' 45" East 280.98 feet to a Disk Found; 8) North 76° 39' 25" East 254.97 feet to a Disk Found at the intersection of said southern right-of-way line of the I-85 Bypass Ramp and the western right-of-way line of Youngs Mill Road; thence along said western right-of-way line of Youngs Mill Road, the following three (3) courses: 1) South 06° 26' 39" East 324.98 feet to a Disk Found; 2) South 00° 05' 43" West 128.67 feet to a Disk Found; 3) South 11° 38' 30" East 144.35 feet to a Disk Found; said point being a corner on City of Greensboro Annexation Drawing D-2775 (June 30, 2005); THENCE DEPARTING FROM THE EXISTING CITY LIMITS along the western right-of-way line for Youngs Mill Road in a southerly direction approximately 1,280 feet to a Rebar Found at the northeastern corner of now or formerly J.L Hobbs and wife, Pearl Hobbs as recorded in Deed Book 1504, Page 538; thence along northern and eastern property lines of said Hobbs

and the northern property line of now or formerly K&F Investments of the Triad, LLC as recorded in Deed Book 7753, Page 1714, the following four (4) courses: 1) North 88° 46' 50" West 883.49 feet to a #4 Rebar Found; 2) North 01° 39' 23" East 505.04 feet to a #4 Rebar Found; 3) North 01° 40' 15" East 551.93 feet to a #4 Rebar Found; 4) North 88° 50' 36" West 1,007.32 feet to a 1/2 Inch Iron Found; thence along the western property lines of said K&F Investments of the Triad, LLC, the following two (2) courses: 1) South 01° 14' 27" East 198.52 feet to a #4 Rebar Found; 2) South 11° 54' 27" West 89.37 feet to a #4 Rebar Found at the northeastern corner of now or formerly Christ Apostolic Church, Mount Bethel as recorded in Deed Book 5344, Page 700; thence along the northern property lines of said Christ Apostolic Church, Mount Bethel, now or formerly Timothy E. Hobbs and wife, Janet S., Hobbs as recorded in Deed Book 2994, Page 283 and as Lots 1, 2, and 3 of Plat Book 26, Page 88; now or formerly Timothy Earl Hobbs as recorded in Deed Book 7546, Page 2398 and as Lots 4, 5, 6 and 7 of said Plat Book 26, Page 88; and now or formerly John Benjamin Elkins as recorded in Deed Book 8014, Page 2667 and as 8, 9 and 10 of said Plat Book 26, Page 88, the following ten (10) courses: 1) South 10° 38' 27" West 116.28 feet to a 3/4 Inch Rod Found; 2) South 25° 22' 41" West 193.33 feet to a #4 Rebar Found; 3) South 00° 58' 37" East 215.36 feet to a 3/4 Inch Iron Pipe Set; 4) South 01° 53' 43" West 106.40 feet to a 1/2 Inch Iron Pipe Found; 5) South 37° 37' 10" West 219.51 feet to a 2 Inch Iron Pipe Found; 6) South 44° 13' 31" West 129.69 feet to a 3/4 Inch Iron Pipe Set; 7) South 72° 27' 01" West 132.56 feet to a 1 Inch Iron Pipe Found; 8) South 74° 07' 07" West 305.82 feet to a 3/4 Inch Iron Pipe Found; 9) South 76° 41' 39" West 220.72 feet to a Stone Found; 10) South 69° 57' 24" West 476.91 feet to a 3/4 Inch Iron Pipe Set at the northeastern corner of now or formerly John Benjamin Elkins as recorded in Deed Book 7998, Page 2999; thence along the northern and western property lines of said Elkins as recorded in Deed Book 7998, Page 2999, the following two (2) courses: 1) South 78° 59' 58" West 269.33 feet to a 1 Inch Iron Pipe Found; 2) South 02° 49' 56" West approximately 120 feet to a point along the northern right-of-way line for Presbyterian Road; thence along the northern right-of-way for Presbyterian Road in a westerly direction approximately 410 feet to a point along the eastern line of now or formerly Jeff Swanson as recorded in Deed Book 5093, Page 614; thence along the eastern, northern and western property lines of said Swanson, the following three (3) courses: 1) North 05° 40' 37" West approximately 230 feet to a Bent Iron Pipe Found; 2) South 79° 10' 22" West 290.02 feet to a 3/4 Inch Iron Pipe Set; 3) South 05° 58' 19" East approximately 195 feet to a point within the northern right-of-way for Presbyterian Road; thence along the northern right-of-way line for Presbyterian Road in a westerly direction approximately 664 feet to a Bent #8 Rebar Found in the eastern property line of now or formerly Peggy C. Bogue as recorded in Deed Book 7112, Page 655; thence along the eastern property line of said Bogue, North 11° 01' 16" West approximately 450 feet to a #8 Rebar Found at the southeastern corner of now or formerly Christine H. Trull and Gary Lee Trull, Trustees of the Trull Family Irrevocable Trust as recorded in Deed Book 8219, Page 359; thence along the eastern property lines of said Trull and said William Mitchell Causey, Jr. and wife, Jennifer R. Causey, the following nine (9) courses: 1) North 11° 01' 16" West 97.66 feet to a point; 2) North 06° 44' 38" West 343.74 feet to a point; 3) North 40° 30' 29" East 157.89 feet to a point; 4) North 01° 59' 02" East 186.84 feet to a 3/4 Inch Iron Pipe Set; 5) North 58° 50' 32" West 91.70 feet to a point; 6) South 78° 03' 34" West 214.27 feet to a point; 7) North 00° 12' 10" East 757.00 feet (crossing a #4 Rebar Found at 69.55 feet) to an Axel Found; 8) South 83° 44' 18" East 519.62 feet to a 1/2 Inch Square Iron Pipe Found; 9) North 01° 09' 48" East 204.58 feet to the Point of Beginning, containing 188.2 Acres more or less. All deeds and plats referred to hereinabove are recorded in the Office of the Register of Deeds of Guilford County.

Section 2. That the zoning amendment from County AG (Agricultural) to City CD-HI (Conditional District Heavy Industrial) is hereby authorized subject to the following use limitations and conditions:

1. All uses permitted in the LI zoning district except: Cemeteries, Amusement and Water Parks, Dry Cleaning Pickup/Drop-off with Drive Through Facilities, Funeral Homes and Crematoriums, Taxi Dispatch Terminals, Taxidermists, and Termite and Pest Control.

Section 3. This property will be perpetually bound to the uses authorized and subject to the development standards of the CD-HI (Conditional District Heavy Industrial) zoning district unless subsequently changed or amended as provided for in Chapter 30 of the Greensboro Code of Ordinances. Final plans for any development shall be submitted to the Technical Review Committee for approval.

Section 4. Any violations or failure to accept any conditions and use limitations imposed herein shall be subject to the remedies provided in Chapter 30 of the Greensboro Code of Ordinances.

Section 5. This ordinance shall be effective on May 19, 2020.

(Signed) Sharon Hightower

35. [ID 20-0324](#) Public Hearing for an Ordinance Annexing Territory into the Corporate Limits for the Eastern Portion of the Property Located at 3617 Link Road - 4.33-Acres (Maria Lara)

Mayor Vaughan stated this was the time and place set for a public hearing to consider item #35/ID 20-0324, a Public Hearing for an Ordinance Annexing Territory into the Corporate Limits for the Eastern Portion of the Property Located at 3617 Link Road - 4.33-Acres (Maria Lara); and item #36/ID 20-0336, a Public Hearing for Ordinance for Original Zoning Located at Portion of 3617 Link Road - Maria Lara.

Mr. Kirkman made a PPP; reviewed the request; presented maps; aerial photographs and diagrams to illustrate the site and surrounding property; read the conditions attached to the zoning request; stated that due to the Zoning Commission not having a meeting, there was no official recommendation for Council; and the Technical Review Committee and staff had recommended approval of the request.

Speaking in favor of the rezoning:

Maria Lara Gonzales, property owner, expressed a goal to build a single-family home in a safe environment.

Speaking in opposition to the rezoning:

Gloria Mayes, voiced concern regarding the impact of annexation on adjacent properties.

Moved by Councilmember Thurm, seconded by Councilmember Hightower, to close the public hearing. The motion carried by roll call vote, 9-0.

Discussion ensued regarding the property size; single-family home site plan; zoning designation; neighborhood impact; and buffer requirements.

Councilmember Hightower requested research on buffer requirements for residential uses.

(A copy of the PowerPoint Presentation (PPP) is filed in Exhibit Drawer C, Exhibit No.12, which is hereby referred to and made a part of these minutes.)

Moved by Councilmember Wells, seconded by Councilmember Thurm, to adopt the ordinance. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

20-056 RESOLUTION CALLING A PUBLIC HEARING FOR JUNE 16, 2020 ON THE ANNEXATION OF TERRITORY TO THE CORPORATE LIMITS – PROPERTY LOCATED AT A PORTION OF 1055 NC HIGHWAY 68 NORTH – 6.36-ACRES

WHEREAS, the owner of all the hereinafter-described property, which is non-contiguous to the City of Greensboro, has requested in writing that said property be annexed to the City of Greensboro;

WHEREAS, Chapter 160A, Section 58.1 (non-contiguous) of the General Statutes of North Carolina provides that territory may be annexed after notice has been given by publication one time in a newspaper of general circulation in the city;

WHEREAS, at a regular meeting of the City Council on the June 16, 2020, the following ordinance will be introduced; and

AN ORDINANCE ANNEXING TERRITORY TO THE CORPORATE LIMITS (PROPERTY LOCATED AT A PORTION OF 1055 NC HIGHWAY 68 NORTH – 6.36-ACRES)

Section 1. Pursuant to G.S. 160A-58.1 (non-contiguous), the hereinafter-described territory is hereby annexed to City of Greensboro:

BEGINNING at a 5/8" rebar at the intersection of the western right-of-way line of Interstate 73 and the eastern right-of-way line of NC Highway 68 North, said rebar being in the Greensboro satellite city limit line (as of January 31, 2020) at the southernmost corner of that annexation described in Ordinance #18-127; THENCE DEPARTING FROM THE EXISTING SATELLITE CITY LIMITS in a southwesterly direction, crossing NC Highway 68 North, approximately 340 feet to a point in the Greensboro satellite city limit line, said point being the northeast corner of that annexation described in Ordinance #19-108; THENCE PROCEEDING WITH THE EXISTING SATELLITE CITY LIMITS in a southwesterly direction 259.66 feet with a curve to the left with a radius of 330.00 feet to a point on the western right-of-way line of NCSR 4669; THENCE DEPARTING FROM THE EXISTING SATELLITE CITY LIMITS

N 63° 28' 01" W 85.28 feet to a calculated point; thence with a curve to the right with a radius of 298.00 feet and a chord bearing and distance of N 41° 57' 00" W 218.60 feet and a curve length of 223.82 feet to a calculated point; thence N 20° 26' 00" W 194.50 feet to a calculated point; thence N 69° 34' 00" E 60.00 feet to a calculated point; thence S 20° 26' 00" E 60.13 feet to a calculated point; thence N 69° 20' 48" E 242.00 feet to a calculated point; thence N 20° 26' 00" W 215.00 feet to a calculated point; thence N 69° 34' 00" E 70.00 feet to a point on the western right-of-way line of NC Highway 68 North; thence in a northeasterly direction, crossing said highway, approximately 280 feet to a 5/8" rebar on the eastern right-of-way line of NC Highway 68 North, said rebar being in the Greensboro satellite city limit line; THENCE PROCEEDING WITH THE EXISTING SATELLITE CITY LIMITS with said eastern right-of-way line the following three courses and distances: 1) N 69° 34' 44" E 35.00 feet to a 5/8" rebar, 2) S 20° 25' 16" E 539.85 feet to a 5/8" rebar, and 3) S 68° 16' 53" E 111.54 feet to the point and place of BEGINNING, containing approximately 6.36 acres, of which approximately 3.145 acres is outside current street right-of-way.

Section 2. Any utility line assessments, which may have been levied by the County, shall be collected either by voluntary payment or through foreclosure of same by the City. Following annexation, the property annexed shall receive the same status regarding charges and rates as any other property located inside the corporate limits of the City of Greensboro.

Section 3. The owner shall be fully responsible for extending water and sewer service to the property at said owner's expense.

Section 4. From and after the effective date of annexation, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force within the City and shall be entitled to the same privileges and benefits thereof, subject to the provisions in Sections 2 and 3 above.

Section 5. From and after June 16, 2020, the liability for municipal taxes for the 2020-2021 fiscal year and thereafter shall be due annually on the same basis as any other property within the city limits.

Section 6. That this ordinance shall become effective upon adoption.

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

That Tuesday, June 16, 2020 at 5:30 p.m. be fixed as the time and the Council Chambers in the Melvin Municipal Office Building as the place for the public hearing on the proposed annexation of territory to the City of Greensboro as above set out and that this resolution be published in a newspaper published in the City of Greensboro not later than June 6, 2020.

(Signed) Goldie Wells

36. [ID 20-0336](#) Public Hearing for Ordinance for Original Zoning Located at Portion of 3617 Link Road - Maria Lara

Moved by Councilmember Wells, seconded by Councilmember Thurm, to adopt the ordinance and stated that Council believed that its action to recommend approval of the original zoning request, for the property located on a portion of 3617 Link Road from County AG (Agricultural) to City R-3 (Single-family Residential – 3) to be consistent with the adopted Connections 2025 Comprehensive Plan and considered the action taken to be reasonable and in the public interest for the following reasons: the request is consistent with the Comprehensive Plan’s Housing and Neighborhoods goal to meet the needs of present and future Greensboro citizens for a choice of decent, affordable housing in stable, livable neighborhoods; the request is consistent with the Comprehensive Plan’s Growth at the Fringe goal to provide a development framework for the fringe that guides sound, sustainable patterns of land use as the City expands; and the proposed R-3 zoning district is consistent with the surrounding pattern of residential development. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

20-057 AMENDING OFFICIAL ZONING MAP

PORTION OF 3617 LINK ROAD, GENERALLY DESCRIBED AS NORTH OF LINK ROAD AND EAST OF MCKNIGHT MILL ROAD

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

Section 1. The Official Zoning Map is hereby amended by original zoning from County AG (Agricultural) to City R-3 (Residential Single Family - 3).

The area is described as follows:

BEGINNING at a ¾" existing iron pipe in the existing (as of January 31, 2020) satellite Greensboro city limits, said point being the northeast corner of Lot 2 of Property of J. S. Watlington Heirs & Agnes R. Watlington, recorded in Plat Book 70, Page 66; THENCE PROCEEDING WITH THE EXISTING SATELLITE CITY LIMITS with the west lines of Lots 5 through 10 of Revised Phases 8 and 9, Briarmeade Subdivision, recorded in Plat Book 161, Page 8, S 04° 21' 58" W 314.07 feet to a 5/8" existing iron rod at the southwest corner of said Lot 1, a point on the northern right-of-way line of Link Road (NCSR #2833); thence continuing in a southerly direction approximately 60 feet to a point on the southern right-of-way line of Link Road, said point being a corner in the existing city limit line; thence with said right-of-way line S 75° 01' 30" W approximately 480 feet to the northeast corner of Lot 269 of Phase 12, Briarmeade Subdivision, recorded in Plat Book 194, Page 114; THENCE DEPARTING FROM THE EXISTING SATELLITE CITY LIMITS in a northerly direction across Link Road approximately 60 feet to a ½" new iron pipe at the southwest corner of Lot 2 of Property of J. S. Watlington Heirs & Agnes R. Watlington; thence with the west line of said Lot 2 N 07° 44' W 338.76 feet to the northwest corner of said Lot 2; thence with the north line of said Lot 2 N 79° 07' E 551.57 feet to the point and place of BEGINNING, containing approximately 4.33 acres, of which approximately 3.805 acres is located outside of Link Road right-of-way. All deeds and plats referred to hereinabove are recorded in the Office of the Register of Deeds of Guilford County.

Section 2. This property will be perpetually bound to the uses authorized and subject to the development standards of the R-3 (Residential Single Family -3) zoning district unless subsequently changed or amended as provided for in Chapter 30 of the Greensboro Code of Ordinances. Final plans for any development shall be submitted to the Technical Review Committee for approval.

Section 3. Any violations or failure to accept any conditions and use limitations imposed herein shall be subject to the remedies provided in Chapter 30 of the Greensboro Code of Ordinances.

Section 4. This ordinance shall be effective on May 19, 2020.

(Signed) Goldie Wells

37. [ID 20-0337](#) Public Hearing for an Ordinance for Rezoning at 2222 Wilcox Drive - Keystone Group, Inc. for Ed & Ruby's Legacy, LLC

Mayor Vaughan stated this was the time and place set for a public hearing to consider item #37/ID 20-0337, a Public Hearing for an Ordinance for Rezoning at 2222 Wilcox Drive - Keystone Group, Inc. for Ed & Ruby's Legacy, LLC.

Mr. Kirkman made a PPP; reviewed the request; presented maps; aerial photographs and diagrams to illustrate the site and surrounding property; read the conditions attached to the zoning request; and stated that the Zoning Commission and staff had recommended approval of the request.

Speaking in favor of the rezoning:

Judy Stalder, Keller Williams Broker, outlined the applicants request; spoke to low density; a starter-home development; buffers; reservation of open spaces; neighborhood communications; the site plan; traffic and foot studies; and spoke to other Keystone Home developments.

Mayor Vaughan spoke to a lack of a traditional neighborhood meetings due to pandemic quarantine.

Councilmember Hightower voiced concern regarding the methods of communication.

Ms. Stalder outlined communication attempts; and spoke to neighborhood feedback.

Scott Wallace, Wallace Property Group, described the Northeast Greensboro entry-level community; referenced the Reserve at Bryan Park neighborhood; and Homeowner Association (HOA) maintenance.

Speakers in Opposition:

Attorney David Pokela, Nexsen Pruet, PLLC, representing the Brande Family, made a PPP; displayed a signed petition in opposition to the project; provided aerial photos and videos; voiced concern with traffic and accidents; spoke to density; to inconsistency with the Comprehensive Plan; and requested denial of rezoning.

Stephen Mark Rainey, 24-year Wilcox Road resident, spoke to the traffic volume; to increased development; to buffer removal; and to quality of life.

In rebuttal in favor of the rezoning:

Ms. Stalder spoke to the flexibility of lot sizes; to a favorable response from neighbors; and to deferring traffic concerns to the Greensboro Department of Transportation (GDOT).

Mr. Wallace spoke to low density; to minimal traffic impact; and to quality entry-level affordable housing with smaller yards.

Councilmember Hightower left the meeting at 7:30 p.m.

Mayor Vaughan stated that Councilmember Hightower had lost connection to the meeting; and declared a recess at 7:32 p.m. in order to establish a reconnection with Councilmember Hightower.

Council reconvened at 7:53 p.m. with all members in attendance. Mayor Vaughan confirmed Councilmember Hightower had rejoined the meeting.

Discussion took place regarding comparable neighborhood developments; and density.

In rebuttal in opposition to the rezoning:

Mr. Pokela continued the PPP; spoke to the need for a telephone conference; to a focus on traffic and density; to a Zoning Commission decision; to Keystone Homes lot proposals; and to a petition signed in opposition of the project.

Moved by Councilmember Thurm, seconded by Mayor Pro-Tem Johnson, to close the public hearing. The motion carried by roll call vote, 9-0.

Councilmember Wells voiced concerns regarding quality and close proximity of homes in District 2; spoke to the need for affordable housing; to traffic congestion; to first-time home buyers; and to comparable neighborhoods.

Discussion ensued regarding easing traffic congestion along NC Highway 68; quality and reputation of Keystone Homes developments; and Council's Strategic Plan priorities for affordable housing.

(A copy of the PowerPoint Presentation (PPP) is filed in Exhibit Drawer C, Exhibit No 12, which is hereby referred to and made a part of these minutes.)

Moved by Councilmember Wells, seconded by Councilmember Abuzuaiter, to adopt the ordinance and stated that Council believed that its action to recommend approval of the rezoning request, for the property at 2222 Wilcox Drive from R-3 (Residential Single-family - 3) to CD-R-7 (Conditional District Residential Single-family - 7) to be consistent with the adopted Connections 2025 Comprehensive Plan and considered the action taken to be reasonable and in the public interest for the following reasons: the request is consistent with the Comprehensive Plan's Reinvestment/Infill goal to promote sound investment in Greensboro's urban areas; the request is consistent with the Housing and Neighborhoods goal to meet the needs of present and future Greensboro citizens for a choice of decent, affordable housing in stable, livable neighborhoods that offer security, quality of life, and the necessary array of services and facilities; and the request is consistent with the pattern of residential development in the area. The motion carried on the following roll call vote:

Ayes, 7 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Nancy Hoffmann, Michelle Kennedy, Tammi Thurm and Goldie F. Wells

Nays, 2 - Sharon M. Hightower and Justin Outling

20-058 AMENDING OFFICIAL ZONING MAP

2222 WILCOX DRIVE, GENERALLY DESCRIBED AS SOUTH OF WILCOX DRIVE AND EAST OF COUNTRY RIDGE ROAD

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

Section 1. The Official Zoning Map is hereby amended by rezoning from R-3 (Residential Single Family - 3) to CD-R-7 (Conditional District Residential Single Family - 7)

The area is described as follows:

Beginning at a point in the southern right-of-way of Wilcox Drive, said point being the northwest corner of lot 2 as recorded in Plat Book 87 Page 88 Property of Edward W. Clark & Wife, Ruby L; thence with the western line of Lot 2 as recorded in Plat Book 87 Page 88 South 07 degrees 08 minutes 11 seconds West 452.18' to a point, said point being the southwest corner Edward and Eleanor Clark as recorded in Deed Book 3702 Page 2111; thence with the southern line of Edward and Eleanor Clark South 86 degrees 59 minutes 19 seconds East 122.71 feet to a point, said point being in the western line of Jane K Willingham; thence South 05 degrees 30 minutes 55 seconds West 1118.19 feet to a point, said point being the southwestern corner of lot 2 of the Greensboro North Business Park as recorded in Plat Book 86 Page 58; thence with the northern line of Carolina Woods Apartments as recorded in Plat Book 101 Page 59 North 87 degrees 13 minutes 32 seconds West 396.00 feet to a point, said point being the southeast corner for lot 24 as recorded in Plat Book 115 Page 53 Stonegate Acres Phase 5; thence with the eastern line of Stonegate Acres Phases 2,3,4 and 5 North 05 degrees 25 minutes 53 seconds East 1190.14 feet to a point; thence with the southern line of Saul Naranjo and Cecilia Alvarez as recorded in Deed Book 7336 Page 1021 South 87 degrees 13 minutes 18 seconds East 91.01 feet to a point; thence with the eastern line of Saul Naranjo and Cecilia Alvarez the following 3 courses; North 05 degrees 26 minutes 28 seconds East 200.00 feet to a point; thence North 27 degrees 00 minutes 43 seconds East 79.47 feet to a point; thence North 05 degrees 41 minutes 59 seconds East 177.56 to a point, said point being in the southern right of way of Wilcox Drive; thence with the southern right of way of Wilcox Drive South 87 degrees 11 minutes 05 seconds East 167.33 feet to the Point of Beginning, said parcel containing 12.63 acres more or less.

Section 2. That the zoning amendment from R-3 (Residential Single Family - 3) to CD-R-7 (Conditional District Residential Single Family - 7) is hereby authorized subject to the following use limitations and conditions:

1. Uses limited to a maximum of 52 single family lots

Section 3. This property will be perpetually bound to the uses authorized and subject to the development standards of the CD-R-7 (Conditional District Residential Single Family - 7) zoning district unless subsequently changed or amended as provided for in Chapter 30 of the Greensboro Code of Ordinances. Final plans for any development shall be submitted to the Technical Review Committee for approval.

Section 4. Any violations or failure to accept any conditions and use limitations imposed herein shall be subject to the remedies provided in Chapter 30 of the Greensboro Code of Ordinances.

Section 5. This ordinance shall be effective on May 19, 2020.

(Signed) Goldie Wells

38. [ID 20-0373](#) Public Hearing for an Ordinance to Annex Territory to the Downtown Business Improvement District

Mayor Vaughan stated this was the time and place set for a public hearing to consider item #38/ID 20-0373, a Public Hearing for an Ordinance to Annex Territory to the Downtown Business Improvement District, and recognized City Manager David Parrish.

City Manager Parrish spoke to the project; to annexation compliance with North Carolina state statute; and to an extension of services to be provided.

There being no speakers to the item it was the consensus of Council to close the public hearing.

Moved by Councilmember Thurm, seconded by Councilmember Hightower, to receive the ordinance on the FIRST READING. The motion carried with the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

Mayor Vaughan read the COVID-19 Act into the record for confirmation:

"It is anticipated that North Carolina will enter Phase II in the coming weeks, during which time the Governor has said there will be further easing of restrictions on bars, restaurants, and other commercial establishments. There has been a significant impact on local businesses during this pandemic, which has warranted the City examining certain regulatory restrictions in the City's Code of Ordinances and Land Development Ordinances. While it is recognized that the City cannot authorize any action that would violate the Governor's Executive Orders, in light of the noted impact on businesses, I recommend the following be considered.

Temporarily Suspend Certain Requirements to Assist Local Businesses with COVID-19 Recovery Activities - specifically:

- * Aid local restaurants by allowing increased outdoor dining on adjacent sidewalks and public parking lots (code of ordinances Chapter 26)

- * City Departments who normally regulate this activity, could review requests for suspension of regulatory requirements to ensure the request could be achieved without sacrificing public health, safety, and welfare. Consideration will also be given to other City Ordinances such as Noise, ADA, and Streets and Sidewalks Ordinances.

- * Would only last until June 30 or the advancement to Phase III whichever comes first

- * Applied citywide

- * Must receive permission from Development Services"

III. GENERAL BUSINESS AGENDA

39. [ID 20-0327](#) Resolution Directing the Filing with the City Clerk of the Budget Estimate for the Fiscal Year 2020-2021

Mayor Vaughan introduced item #39/ID 20-0327, a Resolution Directing the Filing with the City Clerk of the Budget Estimate for the Fiscal Year 2020-2021; and recognized City Manager Parrish.

City Manager Parrish, spoke to the challenges experienced by peer cities of developing a budget during a pandemic; to a May 26, 2020 work session at 3:00 p.m.; and to the method of delivery of documents to Council.

City Manager Parrish made a PPP for the Fiscal Year (FY) 2020-2021 Manager's Recommended Budget; recognized staff delivering high quality core services; to preserving and supporting the community and workforce; to making sustainable investments; to budget highlights; to the property tax rate; to limited fund balance use; to the Stephen B. Tanger Center for the Performing Arts (STPAC) operation costs; to the property tax rate distribution; to the general fund budget highlights; to reducing debt service and cost delays; to a one year delay in Participatory Budgeting (PB); in building maintenance projects; to reducing recreational programming; to salaries and benefits; and to an increase on retirement contributions at the direction of the State of North Carolina; to a minimum wage increase to \$15; to employee benefit package increases; to maintenance and operations expenditures; to recycling costs; to decreasing contributions from the general fund; to a projected tax rate increase; to bond issuance; to property tax revenues; to fund balance contributions; to no rate increases in transit; to providing recommendations for service reductions; to the Coliseum and STPAC decrease in revenues; to the availability of the budget and budget simulator on the city website; and to an upcoming press release.

Councilmember Hightower requested staff to research North Carolina League of Municipalities (NCLM) insurance packages and premiums.

City Manager Parrish spoke to being self-insured; to reviewing the NCLM products; and to filing the budget with the City Clerk.

Moved by Councilmember Thurm, seconded by Mayor Pro-Tem Johnson, to adopt the resolution. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

152-20 RESOLUTION DIRECTING THE FILING WITH THE CITY CLERK OF THE BUDGET ESTIMATE FOR THE FISCAL YEAR 2020-2021

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

Section 1. The budget estimate of the City of Greensboro for the fiscal year beginning July 1, 2020 which was this day submitted to the City Council, is hereby ordered filed with the City Clerk where it shall remain for public inspection for at least ten days from this date.

Section 2. A copy of said budget estimate shall be made available to all news media in the County.

Section 3. This resolution shall be published in at least one newspaper published in the city and shall serve as notice that the budget estimate has been presented to the City Council, that a copy of same is on file for public inspection in the office of the City Clerk, and as notice of the time and place of the public hearing as set out below.

Section 4. A public hearing shall be held in the City Council Chamber at 5:30 p.m. on June 2, 2020, at which time the City Council will hear from any persons who may wish to be heard on the budget.

(Signed) Tammi Thurm

40. [ID 20-0342](#) Resolution Approving Contract Number 2020-028 with Bar Construction, Inc. in the Amount of \$1,335,000 for the GTA Depot Ticketing Renovation

Moved by Councilmember Hightower, seconded by Mayor Pro-Tem Johnson, to adopt the resolution. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

153-20 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT 2020-028 IN THE AMOUNT OF \$1,335,000 TO BAR CONSTRUCTION, INC. FOR THE J. DOUGLAS GALYON DEPOT GTA TICKETING, CALL CENTER, AND WAITING AREA IMPROVEMENTS

WHEREAS, the City of Greensboro is initiating renovation of the GTA Ticketing, Call Center, and Waiting Areas of the J. Douglas Galyon Depot;

WHEREAS, the City issued a Request for Bids (RFB) on February 27, 2020 for construction services;

WHEREAS, a total of four (4) construction firms participated in the Request for Proposals and (4) submissions were received and publicly opened on April 2, 2020;

WHEREAS, Bar Construction, Inc. submitted the lowest responsive bid of \$1,335,000;

WHEREAS, the Department of Transportation recommends awarding the contract to Bar Construction, Inc.; and

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

That it hereby approves the award of a contract for the J. Douglas Galyon Depot GTA Ticketing, Call Center, and Waiting Area Improvements construction project to Bar Construction, Inc. and authorizes the City Manager to enter into agreement with Bar Construction, Inc. for these services.

(Signed) Sharon Hightower

41. [ID 20-0352](#) Resolution Authorizing Negotiation and Execution of Workforce Development Adult and Dislocated Worker Services Contract with Educational Data Systems, Inc (EDSI) in an Amount Not to Exceed \$1,376,250 for Fiscal Year 2020-21

Moved by Councilmember Abuzuaiter, seconded by Councilmember Hightower, to adopt the resolution. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

154-20 RESOLUTION AUTHORIZING NEGOTIATION AND EXECUTION OF WORKFORCE DEVELOPMENT ADULT AND DISLOCATED WORKER SERVICES CONTRACT WITH EDUCATIONAL DATA SYSTEMS, INC IN AN AMOUNT NOT TO EXCEED \$1,376,250 FOR FISCAL YEAR 2020-21

WHEREAS, the Workforce Development Department serves as the administrative entity for the Guilford County Workforce Development Board (WDB) to provide services under the Workforce Innovation and Opportunity Act (WIOA);

WHEREAS, the Office of Workforce Development issued an RFP to procure Adult and Dislocated Worker Services in the Guilford County NCWorks Career Centers;

WHEREAS, the Guilford County Workforce Development Board voted to accept Educational Data Systems, Inc (EDSI)'s bid and negotiate an Adult and Dislocated Worker Services Contract with them;

WHEREAS, funds shall be budgeted in the Workforce Development WIOA Fund in an amount not to exceed \$1,376,250 for services through this contractor; and

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

That the City is authorized to negotiate final contract terms and execute a contract with EDSI in an amount not to exceed \$1,376,250 to provide FY 2020-21 WIOA Adult and Dislocated Worker services. The City Manager is hereby authorized to execute on behalf of the City of Greensboro a contract to carry this into effect.

(Signed) Marikay Abuzuaiter

42. [ID 20-0353](#) Resolution Authorizing Negotiation and Execution of Workforce Development Youth Services Contract with Educational Data Systems, Inc (EDSI) in an Amount Not to Exceed \$1,200,000 for Fiscal Year 2020-21

Moved by Councilmember Abuzuaiter, seconded by Councilmember Thurm, to adopt the resolution. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

155-20 RESOLUTION AUTHORIZING NEGOTIATION AND EXECUTION OF WORKFORCE DEVELOPMENT YOUTH SERVICES CONTRACT WITH EDUCATIONAL DATA SYSTEMS, INC IN AN AMOUNT NOT TO EXCEED \$1,200,000 FOR FY 2020-21

WHEREAS, the Workforce Development Department serves as the administrative entity for the Guilford County Workforce Development Board (WDB) to provide services under the Workforce Innovation and Opportunity Act (WIOA);

WHEREAS, the Office of Workforce Development issued an RFP to procure Youth Services in the Guilford County NCWorks Career Centers;

WHEREAS, the Guilford County Workforce Development Board voted to accept Educational Data Systems, Inc (EDSI)'s bid and negotiate a Youth Services Contract with them;

WHEREAS, funds shall be budgeted in the Workforce Development WIOA Fund in an amount not to exceed \$1,200,000 for services through this contractor; and

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

That the City is authorized to negotiate final contract terms and execute a contract with EDSI in an amount not to exceed \$1,200,000 to provide FY 2020-21 WIOA Youth services. The City Manager is hereby authorized to execute on behalf of the City of Greensboro a contract to carry this into effect.

(Signed) Marikay Abuzuaiter

- 43. [ID 20-0035](#)** Resolution Revising the Memorandum of Understanding Between the City of Greensboro and The Community Foundation of Greater Greensboro for the Design, Construction, and Operation of the Steven B. Tanger Center for the Performing Arts in the Amount of \$2,995,000

Mayor Pro-Tem Johnson inquired about the funding source.

City Manager Parrish spoke to amending the Memorandum of Understanding (MOU); to a previous budget amendment; and to an increase in private funding of approximately \$2.9 million.

Moved by Councilmember Wells, seconded by Councilmember Thurm, to adopt the resolution. The motion carried on the following roll call vote:

Ayes, 7 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Nancy Hoffmann, Justin Outling, Tammi Thurm and Goldie F. Wells

Nays, 2 - Sharon M. Hightower and Michelle Kennedy

156-20 RESOLUTION REVISING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GREENSBORO AND THE COMMUNITY FOUNDATION OF GREATER GREENSBORO FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF THE STEVEN B. TANGER CENTER FOR THE PERFORMING ARTS

WHEREAS, on March 4, 2014, the City Council adopted a Resolution Authorizing the Mayor and City Manager to Enter into a Memorandum of Understanding Between the Community Foundation of Greater Greensboro and the City of Greensboro to design, finance, develop, construct, and manage the operations and programs of the Steven B. Tanger Center for the Performing Arts;

WHEREAS, as part of this Memorandum of Understanding, the Community Foundation of Greater Greensboro, through private donors, agreed to pay up to \$5 million of design costs for the Steven B. Tanger Center for the Performing Arts and up to \$30 million for the construction costs;

WHEREAS, the City of Greensboro also agreed to pay up to \$30 million for the construction of the Steven B. Tanger Center for the Performing Arts;

WHEREAS, on December 8, 2015, the City increased its funding commitment to \$39.6 million, and the CFGG increased its commitment to \$38.5 million. The MOU was also amended to include a ticket service fee of not more than four dollars (\$4) per ticket on tickets sold for events at the Stephen Tanger Center for the Performing Arts. This amendment also allowed the City to annually allocate a minimum of \$120,000 per year from Stephen Tanger Center for the Performing Arts annual sponsorship revenue to use as an Arts Stabilization Fund;

WHEREAS, on December 19, 2017, the City increased its funding commitment to \$42.879 million, and the CFGG increased its commitment to \$41.826 million;

WHEREAS, the City plans to include funding for additional construction bid alternates at this time, as well as funding for additional design costs and equipment cost increases, financed by additional private contributions to the project and other project revenue, in the amount of \$2,995,000. As a result, the MOU needs to be amended to address these additional revenues for expenses for the design and construction of the facility;

WHEREAS, the City and the Community Foundation of Greater Greensboro desire to revise Section B.2 of the Amended Memorandum of Understanding for the proposed Steven B. Tanger Center for the Performing Arts to fund the costs of the design, equipping and constructing the facility;

WHEREAS, the City's financial commitment will increase to \$45.874 million; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the City Manager is authorized to amend Section B.2 of the Amended Memorandum of Understanding between the City of Greensboro and the Community Foundation of Greater Greensboro to increase the City's financial commitment from \$42.879 million to \$45.874 million.

(Signed) Goldie Wells

44. [ID 20-0340](#) Order Authorizing The Issuance By The City Of Greensboro, North Carolina Of Not To Exceed \$85,000,000 Combined Enterprise System Revenue Bonds And Other Actions In Connection Therewith

Moved by Councilmember Thurm, seconded by Councilmember Abuzuaiter, to adopt the order. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

157-20 ORDER AUTHORIZING THE ISSUANCE BY THE CITY OF GREENSBORO, NORTH CAROLINA OF NOT TO EXCEED \$85,000,000 COMBINED ENTERPRISE SYSTEM REVENUE BONDS AND OTHER ACTIONS IN CONNECTION THEREWITH

BE IT ORDERED by the City Council of the City of Greensboro, North Carolina (the "City"):

Section 1. The City Council does hereby find and determine as follows:

(a) The City has determined to authorize the issuance of its combined enterprise system revenue bonds (the "Bonds") in an aggregate principal amount not to exceed \$85,000,000, for the purpose of providing funds, together with any other available funds, to (i) pay the costs of various improvements to the City's water system and sanitary sewer system (the "2020 Project") and (ii) pay the fees and expenses incurred in connection with the with the sale and issuance of the Bonds. The proceeds of the Bonds may also be applied to the payment or redemption of any bond anticipation notes issued by the City to pay the costs of the 2020 Project and related financing costs in anticipation of the issuance of the Bonds.

(b) The Bonds are to be issued pursuant to a Trust Agreement, dated as of June 1, 1995 (as supplemented and amended, the "Trust Agreement"), between the City and Branch Banking and Trust Company (succeeded by U.S. Bank National Association), as trustee (the "Trustee"), and a supplemental trust agreement, the form of which shall

be approved by the City Council prior to the sale and issuance of the Bonds (the "Supplemental Trust Agreement"), between the City and the Trustee.

(c) The North Carolina Local Government Commission (the "Commission") is expected to approve the application of the City for the issuance of the Bonds in an aggregate principal amount not to exceed \$85,000,000 at its June 2, 2020 meeting in accordance with G.S. 159-86.

(d) The Bonds may be sold in such manner as set forth in a resolution to be adopted by the City Council of the City prior to the issuance of the Bonds, at such prices as are determined by the Commission, subject to the approval of the City.

Section 2. Capitalized words and terms used in this Order and not defined herein shall have the same meanings given such words and terms in the Trust Agreement.

Section 3. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the "Act"), the City hereby authorizes the issuance of the Bonds in an aggregate principal amount not exceeding \$85,000,000. The Bonds shall mature at such times and in such amounts as shall be set forth in the Supplemental Trust Agreement, subject to the provisions of this Order. The Bonds shall be designated as shall be set forth in the Supplemental Trust Agreement. No Bonds shall mature later than thirty (30) years after the date of the initial issuance of the Bonds.

Section 4. The terms of the Bonds shall be as set forth in a resolution adopted by the City Council prior to the sale and issuance of the Bonds or in the Supplemental Trust Agreement.

Section 5. The proceeds of the Bonds shall be applied as provided in the Supplemental Trust Agreement in accordance with this Order.

Section 6. The Bonds, together with any Parity Indebtedness heretofore or hereafter incurred pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Supplemental Trust Agreement.

Section 7. The Mayor, the City Manager, the Finance Director, the City Attorney and the City Clerk, or any of them or their deputies, are each hereby authorized and directed (without limitation except as may be expressly set forth in this Order) to take such action and to execute and deliver such certificates, agreements, instruments or other documents as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this Order. The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this Order for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 8. This Order shall take effect immediately upon its adoption.

The City Attorney then announced that he had approved the foregoing order as to form.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing order entitled "ORDER AUTHORIZING THE ISSUANCE BY THE CITY OF GREENSBORO, NORTH CAROLINA OF NOT TO EXCEED \$85,000,000 COMBINED ENTERPRISE SYSTEM REVENUE BONDS AND OTHER ACTIONS IN CONNECTION THEREWITH" was adopted by the following vote:

Ayes:

Noes:

(Signed) Tammi Thurm

45. [ID 20-0341](#) Resolution Providing For The Sale And Issuance Of A Not To Exceed \$85,000,000 Combined Enterprise System Revenue Bond Anticipation

Note, Series 2020

Moved by Councilmember Abuzuaiter, seconded by Councilmember Wells, to adopt the resolution. The motion carried on the following roll call vote:

Ayes, 9 - Nancy Vaughan, Yvonne J. Johnson, Marikay Abuzuaiter, Sharon M. Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm and Goldie F. Wells

158-20 RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF A NOT TO EXCEED \$85,000,000 COMBINED ENTERPRISE SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2020

BE IT RESOLVED by the City Council of the City of Greensboro (the "City"):

Section 1. The City Council has determined and does hereby find and declare as follows:

(a) The City Council has heretofore authorized the filing of an application with the North Carolina Local Government Commission (the "Commission") requesting approval of the issuance of revenue bonds in an aggregate principal amount not to exceed \$85,000,000 and, in anticipation of the issuance of such revenue bonds, the issuance of revenue bond anticipation notes in an aggregate principal amount of not to exceed \$85,000,000 for the purpose of providing funds, together with any other available funds, to (i) pay the costs of various improvements to the City's water system and sanitary sewer system (the "2020 Project") and (ii) pay the fees and expenses incurred in connection with the sale and issuance of such revenue bond anticipation notes and revenue bonds.

(b) The City Council, by resolution, also requested the Commission to sell the bond anticipation notes at private sale without advertisement.

(c) The City Council has also heretofore adopted an order authorizing the issuance of its combined enterprise system revenue bonds (the "Bonds") for the purpose of providing funds, together with other available funds, to (i) pay the costs of the 2020 Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Bonds. The proceeds of the Bonds may also be applied to the payment or redemption of any bond anticipation notes issued by the City to pay the costs of the 2020 Project and related financing costs in anticipation of the issuance of the Bonds.

(d) The Bonds are expected to be issued pursuant to a Trust Agreement, dated as of June 1, 1995 (as supplemented and amended, the "Trust Agreement"), between the City and Branch Banking and Trust Company (succeeded by U.S. Bank National Association), as trustee (the "Trustee"), and a supplemental trust agreement, the form of which shall be approved by the City Council prior to the sale and issuance of the Bonds, between the City and the Trustee. Capitalized terms used herein that are not otherwise defined herein shall have the meanings given such terms in the Trust Agreement.

(e) The City has determined that it is necessary to provide for the issuance of a revenue bond anticipation note in a principal amount not to exceed \$85,000,000 (the "Note") at this time in anticipation of the receipt of the proceeds of the sale of the Bonds for the purpose of providing funds, together with any other available funds, to (i) pay costs of the 2020 Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Note.

(f) PNC Bank, National Association (the "Purchaser") has offered to purchase the Note pursuant to a Note Purchase and Advance Agreement, to be dated as of the date of delivery thereof (the "Note Purchase Agreement"), among the Commission, the City and the Purchaser, a form of which has been presented at this meeting, pursuant to which the Purchaser will agree to purchase the Note by advancing the proceeds thereof as described in Section 2 hereof.

Section 2. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the "Act"), and Section 159-161 of the General Statutes of North Carolina, as amended, in anticipation of the receipt of the proceeds of the sale of the Bonds, the City hereby authorizes and approves the issuance of the Note in a principal amount not to exceed \$85,000,000. The Note shall be in the form of a single note designated "City of Greensboro, North Carolina Combined Enterprise System Revenue Bond Anticipation Note, Series 2020." The Note shall be initially registered as to principal and interest in the name of the Purchaser, shall evidence the advance of funds by the Purchaser in amounts to be determined by the Finance Director of the City from time to time, shall be dated as of the date of delivery thereof, shall mature, subject to the right of prior redemption, on June 30, 2027 (the "Maturity Date"), and shall bear interest at a variable rate as hereinafter provided. Both principal of and the interest on the Note, when due, shall be payable in lawful money of the United States of America.

The City may request the Purchaser to make advances of the proceeds of the Note to the City from time to time in

accordance with the terms set forth in the Note Purchase Agreement up to the aggregate principal amount of \$85,000,000 (such amounts advanced from time to time being hereinafter sometimes referred to as the "Amount Advanced"). The proceeds of each advance of Note proceeds shall be applied to pay or reimburse the City for costs of the 2020 Project or the fees and expenses incurred in connection with the sale or issuance of the Note. The City shall not submit requests for advances of Note proceeds to the Purchaser more frequently than once during any calendar month, and no requests for advances of Note proceeds shall be submitted later than thirty (30) days prior to the last day of the Initial Term Period (hereinafter defined). The Note shall constitute a non-revolving line of credit. Any proceeds advanced by the Purchaser under the Note that are subsequently repaid shall permanently reduce the amount remaining available to be advanced under the Note.

The City hereby authorizes the Purchaser to endorse on the schedule attached to the Note the amount of each advance made by the Purchaser to the City thereunder and the date that such advance is made (which notation may either be made on the physical note certificate held by the Purchaser or electronically in the Purchaser's system); provided, however, that any failure by the Purchaser to make any such endorsement shall not affect the obligations of the City under the Note with respect to repayment of the Amount Advanced. Unless otherwise redeemed in whole or in part prior to the Maturity Date as hereinafter provided, the City shall pay to the Purchaser on the Maturity Date the Amount Advanced to the City pursuant to the Note Purchase Agreement.

The Note shall bear, and the City shall pay interest from the date of the Note on the outstanding principal amount thereof (equal to the Amount Advanced less any portion of the Amount Advanced that had previously been paid or redeemed) at the Interest Rate (hereinafter defined), calculated on the basis of a year of 360 days and the actual days elapsed.

Notwithstanding the foregoing, during such times that the Note bears interest at the Index Rate, if the Holder determines (which determination shall be final and conclusive) that, by reason of circumstances affecting the eurodollar market generally, deposits in dollars (in the applicable amounts) are not being offered to banks in the eurodollar market for the selected term, or adequate means do not exist for ascertaining the LIBOR Index, then the Holder shall give written notice thereof to the Borrower. Thereafter, until the Bank notifies the Borrower that the circumstances giving rise to such suspension no longer exist, the Note shall bear interest at the Base Rate.

In addition, during such times that the Note bears interest at the Index Rate, if the Holder shall determine (which determination shall be final and conclusive) that any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Holder with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Holder to make or maintain or fund loans based on the LIBOR Index, the Bank shall notify the City. Thereafter, until the Bank notifies the Borrower that the circumstances giving rise to such determination no longer apply, the Note shall bear interest at the Base Rate.

The LIBOR Replacement Rider attached as Exhibit D to the Note Purchase Agreement and incorporated herein by reference provides a mechanism for determining an alternative rate of interest in the event that the LIBOR Index is no longer available or in certain other circumstances. In the event that the Holder determines that a Benchmark Transition Event or an Early Opt-in Event (both as defined in such LIBOR Replacement Rider) has occurred, the Holder may cause the City to amend the Note to replace the LIBOR Index with a Benchmark Replacement in the manner set forth in such LIBOR Replacement Rider.

The Holder does not warrant or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBOR Index" or with respect to any alternative or successor rate thereto, or replacement rate therefor. To the extent that any term or provision of such LIBOR Replacement Rider is or may be inconsistent with any term or provision in the Note or this resolution, the terms and provisions of the LIBOR Replacement Rider shall control.

Accrued (and theretofore unpaid) interest on the outstanding principal of the Note shall be due and payable (i) in arrears on the first Business Day of each calendar month, commencing August 3, 2020, and (ii) on the date when the principal of the Note shall be due (whether at maturity or by redemption prior to maturity), but only to the extent accrued. Each such date for the payment of interest is hereinafter called an "Interest Payment Date."

In addition to capitalized terms defined elsewhere in this resolution, the following terms shall have the following meanings as used in this resolution:

"Base Rate" means the higher of (a) the Prime Rate or (b) the Overnight Bank Funding Rate plus 50 basis points (0.50%). The Base Rate shall be adjusted as of each Business Day that there is a change in the Prime Rate or the

Overnight Bank Funding Rate without notice to the City.

"Business Day" means a day on which the Holder, at its principal corporate office, is required or authorized by law to remain closed.

"Closing Date" means the date of initial execution and delivery of the Note.

"Default Rate" means a per annum rate of interest equal to the Base Rate plus three percent (3.00%).

"Holder" means the Purchaser or any subsequent registered owner of the Note.

"Index Rate" means a per annum rate of interest established on the Closing Date and on each LIBOR Index Reset Date equal to the sum of (a) the product of (i) the LIBOR Index multiplied by (ii) 0.811 plus (b) one hundred and forty-eight basis points (1.48%).

"Initial Term Interest Rate" means with respect to each Interest Rate Period during the Initial Term Period, a per annum rate of interest equal to the Index Rate; provided, however, that upon the occurrence and during the continuation of an Event of Default (as defined in the Note Purchase Agreement), the Initial Term Interest Rate shall be a per annum rate of interest equal to the Default Rate; and provided further that in no event shall the Initial Term Interest Rate exceed the Maximum Rate during any Interest Rate Period.

"Initial Term Period" means the period commencing on the Closing Date and ending on June 30, 2022.

"Interest Rate" means with respect to each Interest Rate Period, (i) during the Initial Term Period, a per annum rate of interest equal to the Initial Term Interest Rate, and (ii) during the Term Loan Interest Period, the Term Loan Interest Rate; provided, however, that upon a Determination of Taxability (as defined in the Note Purchase Agreement), the Note shall bear interest during the Taxable Period (as defined in the Note Purchase Agreement) at a rate equal to the Taxable Rate.

"Interest Rate Period" means the period commencing on the Closing Date and ending on the day preceding the first LIBOR Index Reset Date, and thereafter commencing on each LIBOR Index Reset Date and ending on the day preceding the next succeeding LIBOR Index Reset Date.

"LIBOR Index" means, for each LIBOR Index Reset Date, the interest rate per annum determined by the Holder by dividing (i) the rate which appears on the Bloomberg Page BBAM1 (or on such other substitute Bloomberg page that displays rates at which US dollar deposits are offered by leading banks in the London interbank deposit market), or the rate which is quoted by another source selected by the Holder which has been approved by the British Bankers' Association as an authorized information vendor for the purpose of displaying rates at which US dollar deposits are offered by leading banks in the London interbank deposit market (a "LIBOR Alternate Source"), at approximately 11:00 a.m., London time, two (2) London Business Days prior to such LIBOR Index Reset Date, as the one month London interbank offered rate for US Dollars commencing on such LIBOR Index Reset Date (or if there shall at any time, for any reason, no longer exist a Bloomberg Page BBAM1 (or any substitute page) or any LIBOR Alternate Source, a comparable replacement rate determined by the Holder at such time (which determination shall be conclusive absent manifest error)), by (ii) a number equal to 1.00 minus the LIBOR Reserve Percentage. In the event that the LIBOR Index is a negative number, the LIBOR Index shall be deemed to be zero. For purposes of this definition, "London Business Day" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency) in the City of London, United Kingdom.

"LIBOR Reserve Percentage" means the maximum effective percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to eurocurrency funding (currently referred to as "Eurocurrency liabilities").

"LIBOR Index Reset Date" means the first Business Day of each calendar month commencing August 3, 2020.

"Maturity Date" means June 30, 2027.

"Maximum Rate" means twenty-five percent (25%) per annum.

"Overnight Bank Funding Rate" shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York ("NYFRB"), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Holder for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Holder at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero.

"Prime Rate" means the rate publicly announced by the Purchaser from time to time as its prime rate. The Prime Rate is determined from time to time by the Purchaser as a means of pricing loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Purchaser to any particular class or category of customers.

"Taxable Rate" means a per annum rate of interest equal to the product of the Interest Rate multiplied by the Taxable Rate Factor.

"Taxable Rate Factor" means the amount by which the Interest Rate must be multiplied to achieve the equivalent taxable rate, assuming that the interest on the Note is subject to federal income tax at the highest marginal corporate tax rate then in effect. The determination of the Taxable Rate Factor by the Holder shall be deemed conclusive and binding on the City absent manifest error.

"Term Loan Interest Rate" means for (a) for the first ninety (90) days of the Term Loan Period, the Base Rate and (b) thereafter during the Term Loan Period until the Maturity Date, the Base Rate plus 2.00%; provided, however, that the Term Loan Interest Rate shall not exceed the Maximum Rate.

"Term Loan Period" means the period, if any, commencing on June 30, 2022 and ending on the earlier of the Maturity Date or the date the Note has been redeemed in whole prior to maturity.

The principal of the Note shall be payable to the Holder as shown on the registration books of the City as hereinafter provided as the same shall become due and payable on the Maturity Date or any prior redemption date. The interest on the Note shall be payable to the Holder as the same shall become due and payable on the respective Interest Payment Dates, as herein provided. Upon the final payment of principal of the Note, the Note shall be presented and surrendered to the Note Registrar (hereinafter defined) for cancellation.

Unless otherwise instructed by the Holder, the City shall pay the principal of and the interest on the Note as the same becomes due and payable by 5:00 P.M. Eastern Time on the respective payment dates by wire transfer of immediately available funds in accordance with wire transfer instructions to be provided to the City by the Holder, or as otherwise may be agreed between the City and the Holder.

Section 3. The City shall provide to the Holder and the Trustee on a date that is not less than five (5) Business Days and not more than ten (10) Business Days prior to the expiration of the Initial Term Period a certificate stating that (a) no Event of Default has occurred and is continuing under the Note Purchase Agreement, and (b) all representations and warranties of the City set forth in the Note Purchase Agreement are true and correct as of the date of such certificate. In the event that the City does not deliver to the Holder and the Trustee such certificate as provided in the immediately preceding sentence, the Note shall be subject to special mandatory redemption in whole on the last day of the Initial Term Period at a redemption price equal to 100% of the outstanding principal amount of the Note, plus accrued interest thereon to the redemption date. In the event that the City delivers such certificate and the principal of the Note is not redeemed in whole on or prior to the last calendar day of the Initial Term Period, such unpaid principal balance shall be redeemed in part in sixty (60) equal principal installments payable on the first Business Day of each month, beginning with the first Business Day of the month immediately following the last day of the Initial Term Period, with a final payment of the remaining outstanding principal amount of the Note being due and payable on the Maturity Date, all at a redemption price equal to 100% of the principal amount of the Note to be redeemed on each such date.

Section 4. The Note shall be subject to redemption at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any Business Day at a redemption price equal to 100% of the outstanding principal of the Note to be redeemed, plus accrued interest thereon to the redemption date, upon the Note Registrar giving not less than thirty (30) days' prior written notice of such redemption to the Holder by electronic mail, confirmed by first-class mail, postage prepaid (unless otherwise waived by the Holder).

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Note Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the principal amount of the Note to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and the principal amount of the Note to be redeemed shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on the principal amount of the Note to be redeemed are not received by the Note Registrar on or prior to the redemption date, the redemption shall not be made, and the Note Registrar shall within a reasonable time thereafter give notice to the Holder, in the manner in which the notice of redemption was given, that such moneys were not so received.

Section 5. The Note shall constitute Parity Debt within the meaning of the Trust Agreement, and this resolution and the Note Purchase Agreement shall constitute a Parity Debt Resolution within the meaning of the Trust Agreement. A certified copy of this resolution, a specimen copy of the Note and an executed copy of the Note Purchase Agreement shall be provided to the Trustee on or prior to the Closing Date in accordance with Section 501 of the Trust Agreement.

Section 6. The City covenants that it will promptly pay the principal of and interest on the Note issued under the provisions of this resolution at the places, on the dates and in the manner provided herein and in the Note, according to the true intent and meaning thereof. The City represents and covenants that it is duly authorized under the Constitution and laws of the State, including the Act, to issue the Note authorized hereby and to pledge the Net Receipts in the manner and to the extent provided in the Trust Agreement; that all action on its part of the issuance of the Note has been duly and effectively taken; and that the Note will be a valid and binding special obligation of the City payable in accordance with its terms.

Section 7. The Note shall bear the manual or facsimile signatures of the Mayor or City Manager and the City Clerk or any Deputy or Assistant City Clerk of the City, and the corporate seal or a facsimile of the corporate seal of the City shall be impressed or printed, as the case may be, on the Note.

The certificate of the Commission to be endorsed on the Note shall bear the manual or facsimile signature of the Secretary of the Commission and the certificate of authentication of the Note Registrar to be endorsed on the Note shall be executed as provided hereinafter.

In case any officer of the City or the Commission whose manual or facsimile signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Note may bear the manual or facsimile signatures of such persons as at the actual time of the execution of the Note shall be the proper officers to sign the Note although at the date of the Note such persons may not have been such officers.

The Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Note Registrar of the certificate of authentication endorsed thereon.

The Note and the endorsements thereon shall be in substantially the following form:

NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE CITY IN CONNECTION WITH THE OFFERING AND SALE OF THIS NOTE. THIS NOTE MAY BE TRANSFERRED ONLY TO (I) A BANK, INSURANCE COMPANY OR SIMILAR FINANCIAL INSTITUTION OR ANY OTHER ENTITY APPROVED BY THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA OR (II) A TRUSTEE FOR THE PURPOSE OF ISSUING CERTIFICATES OF PARTICIPATION OR OTHER FORMS OF CERTIFICATES EVIDENCING AN UNDIVIDED INTEREST IN THIS NOTE, PROVIDED SUCH CERTIFICATES ARE SOLD ONLY TO A BANK, INSURANCE COMPANY OR SIMILAR FINANCIAL INSTITUTION OR OTHER ENTITY APPROVED BY THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA. ANY TRANSFEREE TO WHOM A TRANSFER HAS BEEN MADE PRIOR TO THE PREPARATION AND PROVISION OF AN OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT SHALL BE DEEMED TO HAVE REPRESENTED TO THE CITY THAT (A) IT IS A BUYER DESCRIBED ABOVE, (B) IT HAS PURCHASED THIS NOTE FOR INVESTMENT PURPOSES AND NOT AS AN UNDERWRITER AND DOES NOT PRESENTLY INTEND TO TRANSFER, OTHERWISE DISTRIBUTE OR SELL THIS NOTE, AND (C) IT IS FAMILIAR WITH THE CONDITION, FINANCIAL AND OTHERWISE, OF THE CITY OF GREENSBORO, NORTH CAROLINA, HAS OBTAINED ALL INFORMATION THAT IT REGARDS AS NECESSARY FOR ITS DECISION TO PURCHASE THIS NOTE, AND HAS MADE ITS OWN CREDIT EVALUATION OF THE CITY AND THE COMBINED ENTERPRISE SYSTEM OF THE CITY AND HAS NOT RELIED ON THE CITY OR THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA IN THIS REGARD.

No. R-__

United States of America

State of North Carolina

CITY OF GREENSBORO, NORTH CAROLINA

COMBINED ENTERPRISE SYSTEM REVENUE BOND ANTICIPATION NOTE

SERIES 2020

The City of Greensboro (the "City"), a municipal corporation existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to PNC Bank, National Association, or registered assigns or legal representative (the "Holder"), the principal sum of \$85,000,000 or so much thereof as may be advanced and remains outstanding from time to time hereafter as the Amount Advanced (hereinafter defined) on June 30, 2027 (the "Maturity Date") or the date of any redemption of any portion of this Note prior to the Maturity Date, together with interest thereon from the date hereof until paid in full at the Interest Rate (as defined in the Note Resolution hereinafter mentioned) or otherwise as provided in the Note Resolution. The Amount Advanced shall be endorsed on the schedule attached hereto and incorporated by reference herein on each date that an advance is made by PNC Bank, National Association, as the initial purchaser of the Note (the "Purchaser"); provided, however, that any failure by the Purchaser to make any such endorsement shall not affect the obligation of the City to repay the amount so advanced with interest thereon as provided herein. Interest on the outstanding principal of this Note from time to time outstanding shall accrue as set forth in the Note Resolution and shall be due and payable (i) in arrears on the first Business Day of each calendar month, commencing August 3, 2020, and (ii) on the date when the principal of this Note shall be due (whether at maturity or upon prior redemption hereof), but only to the extent accrued. Both the principal and interest on this Note shall be payable, when due, in any lawful money of the United States of America. Upon the final payment of principal of this Note, this Note shall be presented and surrendered to the office of the Finance Director of the City in Greensboro, North Carolina (the "Note Registrar") for cancellation.

This Note is given for money borrowed in the amount of the Amount Advanced in anticipation of the receipt of the proceeds of the sale by the City of its combined enterprise system revenue bonds in an amount sufficient to pay the principal amount hereof, which have been duly authorized by an order adopted by the City Council of the City on May 19, 2020. This Note is issued pursuant to and in full compliance with Constitution and laws of the State of North Carolina, including the Act, and a resolution duly adopted by said City Council on May 19, 2020 (the "Note Resolution"). This Note is being issued pursuant to a Trust Agreement, dated as of June 1, 1995 (as supplemented and amended, the "Trust Agreement"), between the City and Branch Banking and Trust Company (succeeded by U.S. Bank National Association), as trustee the "Trustee"), for the purpose of providing funds, together with any other available funds, to (i) pay the costs of certain improvements to the City's water and sanitary sewer system and (ii) pay the fees and expenses incurred in connection with the sale and issuance of this Note. This Note constitutes "Parity Debt" within the meaning of the Trust Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Note Resolution and the Trust Agreement.

This Note is a special obligation of the City secured by a pledge, charge and lien upon the Net Receipts on a parity with all other Bonds and Parity Debt that is Outstanding under the Trust Agreement. The City is not obligated to pay the principal of or interest on this Note except as provided in the Trust Agreement from Net Receipts or certain other monies made available therefor under the Trust Agreement, and neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof or the City is pledged to the payment of the principal of and the interest on this Note.

The Trust Agreement provides for the issuance or incurrence from time to time under the conditions, limitations and restrictions set forth therein of additional Bonds and Parity Debt secured *pari passu* as to the pledge of Net Receipts with the outstanding Bonds and Parity Debt and any additional Bonds or Parity Debt hereafter issued or incurred pursuant to the Trust Agreement.

Reference is made to the Trust Agreement and the Note Resolution for a more complete statement of the provisions thereof and of the rights of the City, the Trustee and the registered owner of this Note. Copies of the Trust Agreement and the Note Resolution shall be available for inspection by the registered owner hereof at all reasonable times at the principal corporate trust office of the Trustee or at the office of the Note Registrar. By the purchase and acceptance of this note, the registered owner hereof signifies assent to all of the provisions of the Trust Agreement and the Note Resolution.

The City shall provide to the Holder and the Trustee on a date that is not less than five (5) Business Days and not more than ten (10) Business Days prior to the expiration of the Initial Term Period a certificate stating that (a) no Event of Default has occurred and is continuing under the Note Purchase Agreement, and (b) all representations and warranties of the City set forth in the Note Purchase Agreement are true and correct as of the date of such certificate. In the event that the City does not deliver to the Holder and the Trustee such certificate as provided in the immediately preceding sentence, this Note shall be subject to special mandatory redemption in whole on the last day of the Initial Term Period at a redemption price equal to 100% of the outstanding principal amount of this

Note, plus accrued interest thereon to the redemption date. In the event that the City delivers such certificate and the principal of this Note is not redeemed in whole on or prior to the last calendar day of the Initial Term Period, such unpaid principal balance shall be redeemed in part in sixty (60) equal principal installments payable on the first Business Day of each month, beginning with the first Business Day of the month immediately following the last day of the Initial Term Period, with a final payment of the remaining outstanding principal amount of this Note being due and payable on the Maturity Date, all at a redemption price equal to 100% of the principal amount of this Note to be redeemed on each such date.

This Note shall be subject to redemption at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any Business Day at a redemption price equal to 100% of the outstanding principal of this Note to be redeemed, plus accrued interest thereon to the redemption date, upon the Note Registrar giving not less than thirty (30) days' prior written notice of such redemption to the Holder by electronic mail, confirmed by first-class mail, postage prepaid (unless otherwise waived by the Holder).

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Note Registrar on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the principal amount of this Note to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and the principal amount of this Note to be redeemed shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on the principal amount of this Note to be redeemed are not received by the Note Registrar on or prior to the redemption date, the redemption shall not be made, and the Note Registrar shall within a reasonable time thereafter give notice to the Holder, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Note Registrar shall keep at his office the books of the City for the registration of transfer of this Note. The transfer of this Note may be registered only upon such books and as otherwise provided in the Note Resolution upon the surrender hereof to the Note Registrar, together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Note Registrar. Upon any such registration of transfer, the Note Registrar shall deliver in exchange for this Note a new Note, registered in the name of the transferee in an aggregate principal amount equal to the unpaid principal amount of this Note. Notwithstanding the foregoing, this Note may only be transferred to (i) a bank, insurance company or similar financial institution or any other entity approved by the Local Government Commission of North Carolina, or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Note, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the Local Government Commission of North Carolina, which executes and delivers to the City an Investor Letter in substantially the form of Exhibit A to the Note Purchase Agreement.

The registered owner of this Note shall have no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement.

Upon the occurrence of certain events, and on the conditions, in the manner and with the effect set forth in the Trust Agreement, the principal of all bonds and debt secured on a parity therewith by the pledge of Net Receipts then outstanding under the Trust Agreement may become or may be declared due and payable before the respective stated maturities thereof.

This Note, notwithstanding the provisions for registration of transfer stated herein and contained in the Trust Agreement, at all times shall be, and shall be understood to be, an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of North Carolina. This Note is issued with the intent that the laws of the State of North Carolina shall govern its construction.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Note Resolution until this Note shall have been authenticated by the execution by the Note Registrar of the certificate of authentication endorsed hereon.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this note have happened, exist and have been performed as required.

IN WITNESS WHEREOF, the City, pursuant to the Note Resolution, has caused this Note to be manually signed by its [Mayor] [City Manager] and its [Deputy] City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the ____ day of June, 2020.

[Do not sign]

[Mayor] [City Manager]

[SEAL]

[Do not sign]

[Deputy] City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within note has been approved under the provisions of The State and Local Government Revenue Bond Act.

[Do not sign]

Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This note is the note of the series designated therein and issued under the provisions of the within mentioned Resolution.

[Do not sign]

Finance Director, as Note Registrar

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

PLEASE INSERT SOCIAL SECURITY NUMBER

OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR
TYPEWRITE NAME AND ADDRESS OF TRANSFEREE

the within note and all right thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature on this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

SCHEDULE

DATE	AMOUNT ADVANCED	AMOUNT REDEEMED PRIOR TO MATURITY	OUTSTANDING	AMOUNT ADVANCED
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June 30, 2020

Section 8. The transfer of the Note may be registered only upon the registration books of the City upon the surrender thereof to the Note Registrar, together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Note Registrar. Upon any such registration of transfer, the Note Registrar shall deliver in exchange for the Note a new Note, registered in the name of the transferee, in an aggregate principal amount equal to the unpaid principal amount of the Note. Notwithstanding the foregoing, the Note may only be transferred in an Authorized Denomination to (a) a bank, insurance company or similar financial institution or any other entity approved by the Commission, or (b) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the Note, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the Commission, which executes and delivers to the City an Investor Letter in substantially the form of Exhibit A to the Note Purchase Agreement.

In all cases in which the transfer of the Note shall be registered hereunder, the Note Registrar shall authenticate and deliver at the earliest practicable time a new Note in accordance with the provisions of this resolution. The Note surrendered in any such registration of transfer shall forthwith be canceled by the Note Registrar. The City or the

Note Registrar may make a charge for shipping and out-of-pocket costs for every such registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such registration of transfer, but no other charge shall be made by the City or the Note Registrar for registering the transfer of the Note under this resolution.

The person or entity in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of the Note and the interest thereon shall be made only to or upon the order of the registered owner thereof or his or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note and interest thereon to the extent of the sum or sums so paid.

The City shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration and registration of transfer of the Note within a reasonable time according to then current commercial standards and for the timely payment of principal and interest with respect to the Note. The Finance Director of the City, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Note (collectively the "Note Registrar"), subject to the right of the City Council of the City to appoint another Note Registrar, and as such shall keep at his office in the City, the books of the City for the registration, registration of transfer and payment of the Note as provided in this resolution.

Section 9. The City covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986 (the "Code"), as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the Note will not be included in gross income of the Holder for federal income tax purposes.

Section 10. The Commission is hereby requested to sell the Note at private sale without advertisement to the Purchaser, subject to the approval of the Finance Director of the City in accordance with the Note Purchase Agreement. The Note Purchase Agreement is hereby approved in substantially the form set forth in this resolution, and the Mayor, the City Manager and the Finance Director of the City are each hereby authorized to execute and deliver the Note Purchase Agreement in substantially the form so presented at this meeting, together with such modifications as the person executing the Note Purchase Agreement, with the advice of counsel, may approve, such approval to be conclusively evidenced by such execution and delivery.

Section 11. In the event that it is necessary to modify the terms and provisions of this resolution as it relates to the particular terms and provisions of the Note, the Mayor, the City Manager and the Finance Director of the City shall each be authorized, individually or collectively, to approve any such modifications, which modifications shall be evidenced by a certificate executed and delivered by the Mayor, the City Manager or the Finance Director on the Closing Date; provided, however, that any such modifications shall be consistent with the general tenor of this resolution; and provided further that such modifications shall not increase the authorized principal amount of the Note, extend the final Maturity Date of the Note or materially increase the interest rate to be borne by the Note.

Section 12. The Mayor, the City Manager, the Finance Director, the City Clerk and the City Attorney, and their respective deputies or assistants, are each hereby authorized and directed, individually or collectively, to take such other actions and to execute and deliver such other documents, certificates, undertakings, agreements or other instruments as may be necessary or appropriate to effectuate the sale and issuance of the Note in a manner consistent with the terms of this resolution. The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same and the Note.

Section 13. This resolution shall take effect upon its adoption.

The City Attorney then announced that he had approved the foregoing resolution as to form.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF A NOT TO EXCEED \$85,000,000 COMBINED ENTERPRISE SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2020" was

adopted by the following vote:

Ayes:

Noes:

(Signed) Marikay Abuzuaiter

46. [ID 20-0401](#) Boards and Commissions Listing for May 19, 2020

There were no Boards or Commissions appointments.

Matters to be discussed by the Mayor and Members of the Council

Councilmember Abuzuaiter spoke to the difficulty of Muslims observing Ramadan; to Phase II of Governor Roy Cooper's Executive Order; and to the '3 Ws' - wear a mask, wait 6 feet apart, and wash your hands.

Councilmember Hightower voiced concerns with professional services with Minority and Women's Business Enterprise (M/WBE) goal setting process; spoke to Griffin and Strong recommendations; requested the City Manager to coordinate with Guilford County to implement mobile testing in underserved areas; spoke to creating yard signs with the '3 Ws'; and to affordable housing.

City Manager Parrish spoke to city recreation centers hosting coronavirus testing.

Mayor Vaughan spoke to coronavirus testing sites for the refugee community; and to high impact areas where it is difficult to self isolate.

Councilmember Kennedy spoke to Interactive Resource Center (IRC) hosting testing for the homeless population; to the struggles of the Latin community; to equity in health care and housing; and to prioritizing needs in the minority community.

Councilmember Outling voiced concerns regarding adherence to public health guidelines.

Councilmember Thurm highlighted community outreach efforts throughout the city; spoke to Lincoln Financial's contribution to non-profits; and to the city's mantra of stepping up and helping each other.

Councilmember Wells extended an invitation to the Little Chefs Restaurant opening at Renaissance Community Co-Op; spoke to an upcoming District 2 virtual town hall on May 28th; and to registering at virtualcomment@greensboro-nc.gov for a meeting invite.

Mayor Pro-Tem Johnson expressed appreciation to the community for being creative, thoughtful, and caring to one another; to motorcades for teacher appreciation and graduations; and to Cone Health personnel.

Mayor Vaughan reiterated the '3 Ws' pertaining to Phase II of the Governor's Executive Order; voiced concerns regarding the economic impact to the local restaurant industry; and spoke to outdoor dining options.

Councilmember Thurm voiced concerns regarding music associated with outdoor dining.

Councilmember Outling echoed Councilmember Thurm's concerns; requested information regarding the scope of an outdoor dining policy; and spoke to public health concerns.

Discussion took place regarding the noise ordinance; Americans with Disabilities Act (ADA); Alcohol Beverage Control (ABC) Board policy; sidewalk accessibility; a Council work session; mass gathering capacity; and methods of enforcing social distancing in an outdoor environment.

Councilmember Hoffmann spoke to making accommodations to restaurant owners; to compliance with Greensboro

Police Department's (GPD) Alcohol Beverage Control Task Force; to application revisions for extension of premises; and to consulting with GPD Sergeant Eric Goodykoontz.

City Manager Parrish spoke to placement of the revised application on the city website; to clarity from the Governor's Office regarding Phase II; and to developing a process for compliance.

Councilmember Thurm suggested a policy review and discussion during the Recessed Thursday, May 21, 2020 Council Meeting.

City Attorney Chuck Watts advised Council to conduct a roll call vote regarding the City Manager's authority to revise policy; and to develop a plan to present revised policy to Council.

Discussion continued regarding alcohol service; application procedures; block parties; loud music; and policy enforcement.

Moved by Councilmember Kennedy, seconded by Councilmember Thurm, to authorize the City Manager to develop an outdoor dining process for local restaurants; and to present said process to Council on Thursday, May 21st. The motion carried by roll call vote, 9-0.

Matters to be presented by the City Manager

City Manager Parrish spoke to preparing a draft policy for compliance purposes, in consideration of state and federal laws, that relate to outdoor seating; and to collaborations with the ABC Board liaison, Fire Marshal, and other stakeholders.

Matters to be presented by the City Attorney

There were no items for discussion by the City Attorney.

Recess

Moved by Councilmember Kennedy, seconded by Mayor Pro-Tem Johnson, to recess the meeting until Thursday, May 21, 2020 at 11:00 a.m. The motion carried on the following roll call vote:

Ayes: Mayor Nancy Vaughan, Mayor Pro-Tem Yvonne Johnson, Councilmembers Marikay Abuzuaiter, Sharon Hightower, Nancy Hoffmann, Michelle Kennedy, Justin Outling, Tammi Thurm, and Goldie Wells

Nays: None

THE CITY COUNCIL RECESSED AT 10:00 P.M.

ANGELA R. LORD
CITY CLERK

NANCY VAUGHAN
MAYOR