



City of Greensboro Meeting Minutes - DRAFT

City Council

September 3, 2024, 5:30 pm

Katie Dorsett Council Chamber

300 West Washington Street, Greensboro, NC 27401

Present: Mayor Nancy Vaughan, Mayor Pro-Tem Yvonne Johnson, Councilmember Marikay Abuzuaiter, Councilmember Sharon Hightower, Councilmember Nancy Hoffmann, Councilmember Hugh Holston, Councilmember Zack Matheny, Councilmember Tammi Thurm, and Councilmember Goldie Wells

Also Present: Interim City Manager Chris Wilson, City Attorney Chuck Watts, and Deputy City Clerk Victoria Howell

A. CALL TO ORDER

These City Council minutes are a general account of the September 3, 2024 meeting. For full details of discussions, the meeting video can be located on the City of Greensboro website at <https://www.greensboro-nc.gov/government/city-council/council-meetings>.

This City Council meeting of the City of Greensboro was called to order at 5:30 p.m. on the above date in the Katie Dorsett Council Chamber of the Melvin Municipal Office Building.

Mayor Vaughan confirmed all Councilmembers were in attendance.

B. MOMENT OF SILENCE

The meeting opened with a moment of silence.

C. PLEDGE OF ALLEGIANCE

Mayor Vaughan recognized Councilmember Abuzuaiter to lead the Pledge of Allegiance to the Flag.

D. COUNCIL PROCEDURE FOR CONDUCT OF THE MEETING

Mayor Vaughan explained the Council procedure for conduct of the meeting.

E. CEREMONIAL AND/OR PRESENTATION ITEMS

E.1 2024 – 539 Presentation on Greensboro Site Visits by David Craft

David Craft highlighted visits to various Greensboro cities and towns; provided pictures; and souvenirs to Council.

(A copy of the PowerPoint Presentation is filed in Exhibit Drawer G, No. 30, which is hereby referred to and made a part of these minutes.)

F. PUBLIC COMMENT PERIOD

Nadine Malpass, Sam Vaughan, Kevin Tutterow spoke to the United Way annual kick off at the Coliseum; to the City Academy; to public safety; and provided a 211 card to Council.

Carol Carter expressed appreciation to Council and staff for Hurricane Debbie assistance.

Hester Petty and Samantha Stewart voiced concerns regarding the receivership program.

Housing and Neighborhood Development Neighborhood Impact Coordinator, Troy Powell provided information regarding the receivership program; and a status update of the program.

Bret Tanis spoke to college campus'; academic scholarships; student government; education; and homelessness.

Malique Hough, Toad of the Mountain, Alex Ritchy, Kim Grimsley-Ritchy, Trayvon Worth and Chandrica Malone spoke to the homeless community; to housing needs; and to the Interactive Resource Center (IRC) water and repair needs.

Discussion took place regarding the IRC repairs; security; and the Washington Street bridge repair.

Susan Burkholder, Samuel Hawkins, Terrell Dungee, and CC Crawford highlighted the Keep Gate City Housed Program; spoke to the Guilford Country eviction process; to rent increases; to community awareness; to rental assistance; to fund allocations; eviction rates; and transparency.

G. CONSENT AGENDA (One Vote)

Motion to adopt the consent agenda was approved.

Moved By Councilmember Holston

Seconded By Councilmember Hightower

Ayes (9): Mayor Vaughan, Mayor Pro-Tem Johnson, Councilmember Abuzuaiter, Councilmember Hightower, Councilmember Hoffmann, Councilmember Holston, Councilmember Matheny, Councilmember Thurm, and Councilmember Wells

Carried (9 to 0)

G.1 2024-605 Resolution Approving Contract 2023-0460 with Laughlin-Sutton Construction Company for Amphitheater Improvements at Barber Park

Motion to adopt the resolution was approved.

231-24 RESOLUTION APPROVING CONTRACT 2023-0460 WITH LAUGHLIN-SUTTON CONSTRUCTION COMPANY FOR AMPHITHEATER IMPROVEMENTS AT BARBER PARK

WHEREAS, Barber Park, located at 1502 Barber Park Drive in Greensboro hosts many significant amenities including an amphitheater used for community concerts and special events;

WHEREAS, this project will provide improvements to the amphitheater including accessibility and repairs, parking enhancements, and an area for food trucks;

WHEREAS, on May 30, 2024, a bid opening was held and three bids were received;

WHEREAS, Laughlin-Sutton Construction Company was the lowest responsive bidder with a bid of \$302,000;

WHEREAS, the goals established by the M/WBE Office for the project were MBE 15.00 % and WBE 13.00 %;

WHEREAS, based on the review of the M/WBE Office Laughlin-Sutton Construction Company met the Good Faith Effort review but not the goals for the project;

WHEREAS, it is recommended by the Parks and Recreation Department that City Council approve the award to Laughlin-Sutton Construction Company for amphitheater improvements at Barber Park for the Parks and Recreation Department of the City of Greensboro, Contract 2023-0460 in the amount of \$302,000; and

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

That the City is authorized to enter into a contract for \$302,000 with Laughlin-Sutton Construction Company for amphitheater improvements at Barber Park.

(Signed) Hugh Holston

- G.2 2024 – 609 Resolution Authorizing Negotiation and Execution of an Interlocal Agreement Between the City of Greensboro and County of Guilford for the Provision of Security Services at 2301 W. Meadowview Road, Greensboro, NC 27407

Motion to adopt the resolution was approved.

232-24 RESOLUTION AUTHORIZING NEGOTIATION AND EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENSBORO AND THE COUNTY OF GUILFORD FOR THE PROVISION OF SECURITY SERVICES AT 2301 WEST MEADOWVIEW ROAD, GREENSBORO, NC 27407

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute any undertaking;

WHEREAS, SN Properties Funding V-Henderson, LLC leased to the CITY certain real property and space in a building located at 2301 W. Meadowview Rd. Greensboro, NC (the “Premises”) by lease agreement beginning July 1, 2015 (the “Lease”);

WHEREAS, the COUNTY subleased from the CITY office space at the Premises by sublease agreement beginning on July 1, 2023 (the “Sublease”);

WHEREAS, the CITY and COUNTY both desire to obtain Security Services at the Premises and wish to share Costs associated with providing said Services;

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both Parties enter into an agreement for the provision of Security Services in accordance with the terms and conditions hereinafter set out; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective Parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Term of Agreement. This Interlocal Agreement shall continue from September 3, 2024 to June 30, 2025, unless terminated pursuant to the terms herein.

2. Definitions. For the purposes of this Agreement, the following shall apply:
 - a. Premises shall mean the real property and building located at 2301 W. Meadowview Rd. Greensboro, North Carolina 27407.
 - b. Security Services shall mean the services contracted by the CITY for providing security and protection at the Premises.
 - c. Costs shall mean the contracted expenses associated with providing Security Services at the Premises.
3. Sharing of Costs.
 - a. The CITY shall be responsible for procuring and contracting with a qualified third-party provider ("Contractor") for the provision of Security Services at the Premises ("the Security Contract").
 - b. COUNTY shall have the right to review and approve the Security Contract, including but not limited to its cost provisions, which approval must be in writing and shall not be unreasonably withheld.
 - c. Subject to Paragraph 3.b., upon execution of the CITY's agreement with Contractor, the COUNTY agrees to equally share the Costs of the Security Services with the CITY. For informational purposes, the COUNTY and CITY's estimated expenses under this agreement are approximately \$1,966.67 per month each.
 - d. The COUNTY shall make monthly payments to the CITY for its respective share of the Costs within thirty-days (30) after receipt of a correct invoice detailing the Costs incurred.
 - e. In the event of any unforeseen circumstances, or changes that result in adjustments to the total Cost of Security Services, the Parties shall promptly meet and negotiate in good faith to determine any necessary adjustments to their respective cost-sharing obligations.
4. Liability.
 - a. The CITY shall handle all claims arising out of the performance of the Security Services in accordance with the terms of the Security Contract.
 - b. The COUNTY shall not be responsible for any liabilities arising out of the performance of the Security Services, including but not limited to claims for personal injury, property damage, or other losses caused by the Contractor's actions or omissions.
 - c. Except with respect to their respective contractual obligations to each other under this Agreement, CITY and COUNTY reserve all defenses and immunities, including governmental immunity, which might apply to claims against either of them or their officers, agents, and employees, resulting in whole or in part from security provided or not provided at the Premises.
5. Termination.
 - a. This Agreement shall continue in effect until terminated by either Party

upon thirty-days (30) written notice to the other Party.b. This Agreement shall automatically terminate in the event the CITY's Lease, COUNTY's Sublease expires or terminates.c. This Agreement shall automatically terminate in the event the Security Contract expires or is terminated without a new Security Contract immediately replacing it.d. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach of any provision of this Agreement by the other party, unless such breach is cured ten (10) days after receipt of written notice of the breach.e. Upon the date of termination (or upon evacuation from the premises as described below), COUNTY shall no longer be responsible for shared Costs of Security Services. COUNTY shall pay its share of Costs for Services provided as of the date of termination (or as of the date of its evacuation from the Premises in the event COUNTY's Sublease expires or terminates prior to the Security Contract) within thirty (30) days after receipt of a correct invoice detailing the Costs incurred; similarly, amounts paid in advance by COUNTY, if any, for Costs of services provided after the date of termination will be promptly refunded to COUNTY by the CITY within thirty (30) days of the date of termination of this Agreement.

6. Miscellaneous.

a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.b. This Agreement may be amended or modified only by a written consent executed by authorized representatives of both parties.c. The Parties agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina and both Parties agree to comply with all applicable laws. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.d. CITY and COUNTY are the only intended beneficiaries of this Agreement. There are no third-party beneficiaries.

(Signed) Hugh Holston

G.3 2024- 617 Resolution to Approve Qestica Budgeting Software Agreement in the amount of \$465,150.541 with Qestica Software Ltd

Motion to adopt the resolution was approved.

233-24 RESOLUTION AUTHORIZING CONTINUING PROFESSIONAL SERVICES CONTRACT WITH QUESTICA SOFTWARE, LTD. FOR QUESTICA BUDGETING SOFTWARE SOLUTION INCLUDING CLOUD HOSTING AND THE BUDGET BOOK MODULE

WHEREAS, the Information Technology Department has been working with Questica Software Ltd., over several years to maintain and support our Budget Office to manage budget entries electronically and to produce annual budget documents. This is essential for the accurate and efficient management of the City’s financial objectives;

WHEREAS, this solution is crucial for ensuring the continuity of support and maintenance services, which are vital to maintaining our operational efficiency and accuracy in budgeting processes;

WHEREAS, funds have been budgeted in the Information Technology budget and shall not exceed \$465,150.541 for 5 years; and

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

That the City Manager is authorized to enter into an agreement with Questica Software Ltd., to ensure that we have the necessary tools to meet our financial objectives and to maintain a consistent and reliable budget management system for the City.

(Signed) Hugh Holston

G.4 2024 -608 Ordinance to Amend FY 16-17 HOME Program Income in the Amount of \$118,915

Motion to adopt the ordinance was approved.

24-120 ORDINANCE AMENDING FY 16-17 HOME PROGRAM INCOME IN THE AMOUNT OF \$118,915

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

Section 1

That the FY 16-17 HOME Budget of the City of Greensboro is hereby amended as follows:

That the appropriations be increased, as follows:

Account	Description	Amount
213-90-9098165.5282	Affordable Housing RFP	\$118,915
And, that this increase is financed by the following revenue:		
Amount		
\$118,915		

And, that this ordinance should become effective upon adoption.

(Signed) Hugh Holston

G.5 2024-610 Ordinance Amending FY 22-23 HOME Program Income in the Amount of \$72,510

Motion to adopt the ordinance was approved.

ORDINANCE AMENDING FY 22-23 HOME PROGRAM IN THE AMOUNT OF \$72,510

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

Section 1

That the FY 22-23 HOME Budget of the City of Greensboro is hereby amended as follows:

That the appropriations be increased, as follows:

Account	Description	Amount
213-90-9098203.5439213-90-9098205.5282TOTAL	Other Internal Services Real Estate Loans	\$17,250 \$55,260 \$72,510
And, that this increase is financed by the following revenue:		

Amount		
\$72,510		

And, that this ordinance should become effective upon adoption.

(Signed) Hugh Holston

G.6 2024-611 Ordinance Amending FY 22-23 CDBG Program Income in the Amount of \$15,257

Motion to adopt the ordinance was approved.

24-122 ORDINANCE AMENDING FY 22-23 CDBG PROGRAM IN THE AMOUNT OF \$15,257

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

Section 1

That the FY 22-23 CDBG Budget of the City of Greensboro is hereby amended as follows:

That the appropriations be increased, as follows:

Account	Description	Amount
212-21-2198135.5439	Other Internal Services	\$15,257
And, that this increase is financed by the following revenue:		
Amount		
\$15,257		

And, that this ordinance should become effective upon adoption.

(Signed) Hugh Holston

G.7 2024-612 Ordinance Amending FY 23-24 HOME Program Income in the Amount of \$442,096

Motion to adopt the ordinance was approved.

24-123 ORDINANCE AMENDING FY 23-24 HOME PROGRAM IN THE AMOUNT OF \$442,096

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

Section 1

That the FY 23-24 HOME Budget of the City of Greensboro is hereby amended as follows:

That the appropriations be increased, as follows:

Account	Description	Amount
213-90-9098209.5439213-90-9098210.5282TOTAL	Other Internal Services Real Estate Loans	\$54,209 \$387,887 \$442,096
And, that this increase is financed by the following revenue:		
Amount		
\$442,096		

And, that this ordinance should become effective upon adoption.

(Signed) Hugh Holston

G.8 2024-613 Ordinance Amending FY 23-24 CDBG Program Income in the Amount of \$19,752

Motion to adopt the ordinance was approved.

24-124 ORDINANCE AMENDING FY 23-24 CDBG PROGRAM IN THE AMOUNT OF \$19,752

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

Section 1

That the FY 23-24 CDBG Budget of the City of Greensboro is hereby amended as follows:

That the appropriations be decreased, as follows:

Account	Description	Amount
212-2198199.5283212- 2198198.5442 TOTAL	Real Estate Grants IT Services and Fees	\$19,751 \$1 \$19,752
And, that this decrease is financed by the following revenue:		
Amount		
\$19,751 \$1 \$19,752		

And, that this ordinance should become effective upon adoption.

(Signed) Hugh Holston

- G.9 2024-600 Budget Adjustments Requiring Council Approval 8/13/24 through 8/26/24

Motion to adopt the budget adjustments requiring Council approval August 13 - August 26, 2024 was approved.

(A copy of the report is filed in Exhibit Drawer G, No. 30, which is hereby referred to and made a part of these minutes.)

- G.10 2024-601 Budget Adjustments Approved by Budget Officer 8/13/24 through 8/26/24

Motion to adopt the budget adjustments accepted by the Budget Officer August 13 - August 26, 2024 was approved.

(A copy of the report is filed in Exhibit Drawer G, No. 30, which is hereby referred to and made a part of these minutes.)

G.11 2024 - 606 Motion to Approve DRAFT August 5, 2024 City Council Meeting Minutes

Motion to adopt the minutes of the Regular Meeting of August 5, 2024 was approved.

G.12 2024-642 Motion to Postpone the September 17, 2024 Greensboro City Council Meeting to September 24, 2024

Motion to postpone the September 17, 2024 Greensboro City Council meeting to September 24, 2024 was approved.

H. PUBLIC HEARING

There were no public hearing items for this agenda.

I. GENERAL BUSINESS AGENDA

There are no general business items for this agenda.

J. MATTERS TO BE DISCUSSED BY THE MAYOR AND MEMBERS OF THE COUNCIL

Moved by Councilmember Hightower, seconded by Mayor Pro-Tem Johnson to appoint Camellia Wood to the Human Rights Commission. The motion carried by voice vote.

Council discussed recently attended and upcoming events.

Mayor Vaughan requested staff to research the status of the IRC security; a 30-day follow-up; and the conditions of restrooms.

Discussion took place regarding the Folk Festival; and the 9/11 Stair Climb.

Councilmember Hightower requested staff to coordinate cleanup of Shalonda Poole Memorial Park.

Mayor Pro-Tem Johnson requested staff to schedule an IRC, Receivership, and Continuum of Care work session.

K. MATTERS TO BE PRESENTED BY THE CITY MANAGER

There were no items for discussion by the Interim City Manager.

L. MATTERS TO BE PRESENTED BY THE CITY ATTORNEY

There were no items for discussion by the City Attorney.

M. ADJOURNMENT

Moved by Councilmember Abuzuaiter, seconded by Councilmember Holston, to adjourn the meeting. The motion carried by affirmation.

The City Council Adjourned at 7:35 p.m.

Nancy Vaughan, Mayor

Victoria L. Howell, Deputy City Clerk