



Regular Town Council Meeting

Thursday, September 10, 2020 at 7:00 pm

1. **CALL TO ORDER**
2. **INVOCATION**
3. **APPROVAL/ADJUSTMENTS TO AGENDA**
4. **APPROVAL OF MEETING MINUTES**

Public Hearing and Regular Town Council Meeting Minutes Thursday August 13, 2020

5. **PUBLIC COMMENT** (This time is reserved for general comments from the public. Please limit your comments to a maximum of three (3) minutes.)**

6. **CONSENT TO AGENDA (INFORMATION ITEMS)**

A. Census Data Collection Report as of August 18, 2020 for Green Level and Alamance County, NC and 2020 Census Non-Response Risk to North Carolina

B. Code Enforcement Report for July 2020

7. **AUGUST 13, 2020 MEETING CONTINGENCY ITEMS**

A. W. Simpson Road Repair (Phase 1)

B. Birch Street

C. 160D

8. **COVID19 MASK and INFORMATION EVENT with ALAMANCE COUNTY**

Presenter: Donna Davis, Town Administrator

9. **TOWN of GREEN LEVEL 30th ANNIVERSARY CELEBRATION**

Presenter: Donna Davis, Town Administrator

10. **TOWN ATTORNEY COMMENTS**

11. **TOWN COUNCIL COMMENTS**

ADJOURN

THE NEXT REGULAR MEETING OF THE GREEN LEVEL TOWN COUNCIL IS SCHEDULED FOR THURSDAY OCTOBER 8, 2020 AT 7:00 PM

**Public Comment Participation Guidelines

1. The public is allowed to address the Council on general matters related to the Town.
2. Please be sure to sign in and indicate your name and address for the meeting minutes
3. Please limit your comments to a maximum three (3) minutes per speaker.



Regular Town Council Meeting Thursday, August 13, 2020 at 7:00 pm

Public Hearing - 6:30 PM

1. Call to Order

Mayor Graves-Henry

The Town of Green Level met at 6:30 pm on Thursday, August 13, 2020. The meeting was conducted in the meeting chamber at 2510 Green Level Church Road by Council members and staff and virtual was provided via live stream media.

Council Members Present:

Mayor Carissa Graves-Henry
Mayor Pro Tem Theodore Howard
Councilwoman Remonia Enoch
Councilman Michael Trollinger
Councilwoman Sandra McCollum

Staff Present:

Ida Kleiner – Clerk
Donna Davis-Town Administrator
Rodney Gunn-Director of Public Works
Maria Estrada- Utilities Clerk
Officer Stanton - Town of Green Level Substation Officer
Presenter- Michael Kosher (Withers & Ravenel)
Town Legal Counsel – Eugene Russell

2. Invocation

Michael Trollinger

3. CALL FOR PUBLIC HEARING* **Mayor Graves-Henry**

(This time is reserved for Public Hearing items only. Please limit comments to a maximum of two (2) minutes.)

A public hearing to consider adoption of a sixty-day moratorium on the building of yard fences and outdoor burning of wood, leaves, brush, debris and other materials. The purpose of the moratorium is to allow the Town Council time to review and make necessary changes to the Town Ordinances. Published July 26 and 30, 2020 Burlington Times-News.

This time was reserved for Public Hearing items only. Participants were to limit comments to a maximum of two (2) minutes. A public hearing was held to consider adoption of a sixty-day moratorium on the building of yard fences and outdoor burning of wood, leaves, brush, debris and other materials. The purpose of the moratorium is to allow the Town Council time to review and make necessary changes to the Town Ordinances.

The notice to the public regarding the public hearing was published July 26 and 30, 2020 Burlington Times-News and posted on the Town of Green Level website. Mayor Graves-Public Hearing was declared closed at 6:49 pm. There were no calls directed to the Council during the public hearing. The public hearing was officially closed without comment.

Comments from the Council: Mayor Graves Henry reiterated the aforementioned and purpose of the meeting. Councilwoman Enoch asked if the intent of the moratorium was to include fire pits. She introduced additional language regarding fires for cooking and recreational use and asked the Council to consider adding it to the moratorium for clarification.

Discussion was made regarding the language currently used in the Town's ordinance. Mr. Trollinger expressed to the council members that you can't enforce unless you have something written. Continuing discussion was made regarding the concern about the usage of language.

Additional discussion was made regarding adopting the ordinance Councilwoman Enoch presented with the exemption of fire pits. However, Attorney Russell expressed that the sixty-day moratorium as stated and read could be amended to add the additional language.

Mayor Graves recommended the moratorium be adopted.

Councilwoman Enoch made a motion to adopt the language into the moratorium in the building or yard fences and outdoor burning of wood, leaves, brush and other materials, but also to allow campfires and fires used solely for outdoor cooking and recreational purposes for ceremonial occasions, or for human warmth and comfort.

Vote: 5 Ayes / 0 Nays

Councilman Trollinger suggested to research what legally can be burned.

This item was revisited later in the meeting when Mayor Pro Tem Howard asked to rescind his vote on the sixty-day fence and burning moratorium. Mr. Howard was not satisfied that the moratorium as adopted would accomplish the goal of eliminating the burning of wood.

Councilwoman Enoch made a new motion to accept and amend the prior action to amend and accept the moratorium building of fences and outdoor burning of wood, leaves, brush, and debris and other materials with the exception of fire pits used solely for outdoor cooking and other recreational purposes for ceremonial occasions of for human warmth and comfort.

Continued discussion as to what could be burned in the fires and the clarification of the amended motion was also finalized.

Councilman Trollinger recommended a motion to use the amended motion Councilwoman Enoch made with the exemption of fire pits. The motion was voted upon with the exemption of fire pits.

Vote: 4 Ayes / 1 Nays

Mayor Graves- Henry declared the public hearing closed.

Regular Meeting - 7:00 PM

4. Agenda Approval

Councilman Trollinger made a motion to accept the agenda as written.

Vote: 5 Ayes / 0 Nays

5. Consent Agenda Approval Information Items

-Financial Report for the Month Ending April 2020 -Census Collection Report as of August 2, 2020 for Green Level and Alamance County

NC -Code Enforcement Report for July 2020

- [Agenda Item 5A Worksheet](#)
- [Council Meeting Financials](#)
- [Agenda Item 5B Worksheet 08 13 2020](#)
- [2020Census_Brief_CCM](#)
- [2020_Response_AlamanceCounty__3_Aug_2020](#)
- [DC10CT_C37001_001](#)
- [Agenda Item 5C Worksheet 08 13 2020](#)

Minutes: [Code Enforcement Report 08.13.2020](#)

Mayor Graves informed the Council the reports in this section are primarily for informational purposes.

6. Approval of Minutes Mayor Graves-Henry

Town of Green Level Town Council Public Hearing & Regular Meeting June 11, 2020

- [Town of Green Level Town Council Public Hearing & Regular Meeting Minutes June 11, 2020](#)

Councilwoman Enoch made a motion to accept the minutes with the correction that Michael Trollinger gave the Invocation, not Mayor Pro Tem Howard.

Town of Green Level Town Council Public Hearing & Regular Meeting June 11, 2020 – Approved

Vote: Ayes: 5 / Nays: 0

7. Public Comments General Comments from Public**

(This time is reserved for general comments from the public. Please limit your comments to a maximum of three (3) minutes.)

This time was reserved for general comments from the public. Participants were to limit comments to a maximum of three (3) minutes.

Derrick & Brenda Harrington 333 Donelson Way Burlington, NC 27217 Concerns regarding ponds in the Bedford Hills area.

Doris & Jesse Richmond 2631 Evergreen Avenue Burlington, NC 27217 Concerns regarding the installation of a carport and zoning restrictions. Additionally, the professionalism of the Code Enforcer was questioned by the resident. Interpretation of the ordinance regarding carports is not clear to the resident nor to the Council.

8. Town Administrator Updates

Presenter: Donna Davis, Town Administrator Mike Kosher, Withers Ravenel Engineering

- [Agenda Item 8A Worksheet 08 13 2020](#)
- [Sewer Redesign Project Status Update](#)

The Bedford Hills subdivision produces flows that exceed the capacity of existing and relatively new pump station in the Green Level collections system. A project was conceived, engineered, funded and bid to address the issues related to the incompatible flows passing through the collections systems. Further review, determined the project to be inadequate and Withers Ravenel was asked to review and propose a workable alternative. The information presented at the Council meeting is intended to revisit the new project proposal and to facilitate moving forward with correcting the issues.

Michael Kosher, engineer with Withers Ravenel, presented the impacts of Bedford Hills on the Town of Green Level's sewer system and how to modify the downstream difficulties and the impact on Otto Creek as well as the maxing out of force main lines. An additional concern Mr. Kosher expressed is; water well issues and restrictions along with the utilization of easements, needing to look at the Right of Access to complete the project.

Questions regarding what has been paid towards the project to date as well as payments made to Withers and Ravenel. Additionally, the design was also in question, along with the timeline. The Town Administrator clarified as to why she brought the project back to the Council; for dialogue and to update the Council on the change orders. Engineer is going back to the

contractor to verify they can do the work and commit to the budget. Council expressed a concern to make sure Florence Road is included.

Town Administrator requested authorization to go ahead with the project or go back and rebid the contract.

Councilmen Mayor Pro Tem Howard requested to grant permission for Ms. Davis to move forward with the project with the change order.

No vote was needed because the presentation was for the sole purpose of an update and to request the consent of the Council for the change order. However, full consent from the Council was given.

Presenter: Donna Davis, Town Administrator

- [Agenda Item 8B Worksheet 08 13 2020](#)
- [ETJ Map](#)
- [ETJ Update Proposal](#)

Minutes:

The town of Green Level, North Carolina provide zoning XXX for both the incorporated town limits and the extra-territorial jurisdiction (ETJ) outside the corporate limits. Several areas in the ETJ currently do not have zoning designations. Alamance County does not provide zoning guidance with respect to zoning. At the administrator's request, Green Level's Planning and Zoning contractor, State Code Enforcement Incorporated, (SCEI) provided a proposal regarding the zoning of these parcels. The proposal scope of work includes: 1. Two field days with two people to collect the initial zoning data. 2. Sixteen hours to process the maps and work with Piedmont Regional Council of Government to update the zoning map. 3. Two public hearings of up to four hours each to get the map adopted. The cost to complete the aforementioned activities and bring all parcels in the ETJ under Green Level zoning is \$2,000.

Town Administrator is concerned because the land in the ETJ is not zoned and if not zoned residents are going to build anything they desire. Ms. Davis is asking for direction and complete zoning of the ETJ.

Discussion from the Council regarding the land has not been zoned within the ETJ and there are no restrictions in place. Additionally, the plats do not reflect zoning and developers have inquired about the ETJ along with concerns about enforcement. The Council was in agreement that a zoning plan needs to be created and a public hearing would have to take place before zoning. Council inquired about additional bids on the project. Council also expressed a concern about the resident push back when dealing with zoning within the ETJ. The plat map and the actual location of the ETJ was also a concern of the Council. Town Administrator added she is willing to receive additional bids, if necessary.

Mayor Graves made a motion to move forward to enter into a contract for \$2,400.00 with State Code Enforcement Incorporated for zoning the ETJ. The Council expressed there is a need for the zoning. However, a code enforcer for the Town of Green Level is important and that individual should be hired first, in order to enforce zoning.

Vote: 2 Ayes / 3 Nays

Council requested to revisit this item at a later Town Council Meeting.

Presenter: Donna Davis, Town Administrator

- [Agenda Item 8C Worksheet 08 13 2020](#)
- [CONVERTED CHARTS](#)
- [R-8 zoning district](#)

Currently, there is no adopted R8 in the Ordinances for the Town of Green Level. The Bedford Hills subdivision was built according to this standard in anticipation of a R8 zoning designation of that community. State Code Enforcement, Inc planning consultant, Roger Bardsley, has researched and prepared the text for an amendment to the Green Level Zoning Ordinances to include R8.

4. Review R8 proposed zoning amendment in anticipation of a public hearing and adoption of the text at the September regular meeting of the Town Council.
5. Authorize staff to plan and announce a public hearing for the September 10, 2020 regular scheduled Council meeting in the anticipation of a vote to amend the Town's zoning to accommodate R8.

Authorization to move forward and to plan the public hearings.

Full consent given by the Council to move forward- No Vote

Presenter: Donna Davis, Town Administrator

- [Agenda Item 8D Worksheet 08 13 2020](#)
- [Chapter 160D_Checklist_A_2](#)
- [160D Proposal Assessment Chart](#)
- [SCEI Proposal](#)
- [Stewart_Green Level_Proposal #2_08.11.2020](#)
- [Walkable Urban Development LLC](#)
-

The North Carolina General Assembly enacted legislation - S.L. 2020-25 (S. 720) - making Chapter 160D effective on June 19, 2020. The new Chapter 160D of the North Carolina General Statutes consolidates current city-and county-enabling statutes for development regulations (now in Chapters 153A and 160A) into a single, unified chapter. Chapter 160D places these statutes into a more logical, coherent organization. While the new law does not make major policy changes or shifts in the scope of authority granted to local governments, it does provide many clarifying amendments and consensus reforms that will need to be incorporated into local development regulations. Chapter 160D is effective now, but local governments have until July 1, 2021 for the development, consideration, and adoption of necessary amendments to conform local ordinances to the new law. All city and county zoning, subdivision, and other development regulations, including unified-development ordinances, will need to be updated by that date to conform to the new law.

Proposed have been received from three responsive, responsible providers: State Code Enforcement, Inc., Stewart, and Walkable Urban Development, LLC. The proposals have been reviewed and ranked according to the following criteria: 1. Compliance with 160D 2. Capacity of Provider 3. Cost Staff recommends Council engage Stewart to revise Green Level's zoning, subdivision, and other development regulations to be updated to conform to the new law. Stewart is recognized as a preferred provider with the North Carolina League of Municipalities.

ACTION 1. Request the Council award a contract based on the attached proposal to Stewart to revise Green Level's zoning, subdivision, and other development regulations to be updated to conform to the new law S.L. 2020-25 (S.720) also known as Chapter 160D. 2. Consider engaging Stewart to create a Unified Development Ordinance (UDO) with the 160D compliance or next fiscal year.

Discussion on vendors (Stewart vs Walkable Urban Development) Stewart prevailed.

Councilwoman McCullum made a motion to go on the recommendation of Ms. Davis of Stewart to do the 160D for \$14,450 and comeback to the Council at a later date with an estimate for the 160D with a UDO.

Vote: 4 Ayes / 1 Nay

Presenter: Donna Davis, Town Administrator Rodney Gunn, Public Works Director

- [Agenda Item 8E Worksheet 08 13 2020](#)
- [JH Wilson Patch Quote Streets and Roads](#)

Minutes:

Several streets and roads in Green Level are in immediate need of repair. No major repairs were made during FY 20 and the Town received \$57,389.51 in Powell Bill funds during the fiscal year. Attached is a list of streets and roads at the top of the list for repairs that include both paving and patching. Town crews plan to patch areas indicated on the attached list within the next 30 days. Proposals have been received from two companies to provide or supplement the work of the Town's public works department related to repair and paving services on Birch Street and Brice Court. Informal bids were received and are presented as follows: 1. John H Wilson and Son Grading and Paving, Inc at a total cost of \$22,400.

Staff recommends Council engage John H Wilson and Son Grading and Paving, Inc to provide or supplement the work of the Town's public works department related to repair and paving or other repairs of streets and roads.

ACTION 1. Request the Council award a contract based on the attached proposal to not to exceed \$22,400 to John H Wilson and Son Grading and Paving, INC for the repair and paving of Birch Street and Brice Court for patching and paving or other repairs of Green level streets and roads. Discussion regarding Birch Street and Brice Court be contracted for repaving. Council consented there are funds available. The streets in Bedford Hills were adopted in February 2019. Once the Town adopted the streets, they became the Town's responsibility. The Bedford Hills roads were under warranty for 1 year. Council requested to locate the cause for the damage to the street and also inquired as to why the streets were not paved to specifications. Additionally, there are some drainage issues.

Councilwoman Enoch made a motion to authorize Donna to spend up to \$22,400 for Birch and Brice Councilman Trollinger (condition) Brice will be looked at by the Town's Public Works Department.

Vote: 5 Ayes / 0 Nays

Presenter: Donna Davis, Town Administrator Rodney Gunn, Public Works Director

- [Agenda Item 8F Worksheet 08 13 2020](#)
- [AAA W Simpson](#)
- [JH Wilson W Simpson](#)

Major issues with the existing West Simpson Road make it difficult for vehicles to access the road and to attract new home builders and buyers to the adjacent development. A plan has been proposed to improve the road in two phases and over multiple fiscal years. Part one of the plan would remove asphalt and gravel the road until heavy construction is completed in the subdivision. This would limit exposure of the finished road to damage caused by large construction vehicles and equipment. Part two of the plan would restore an asphalt overlay to the road. Part one of the plan would incur expenses during the current fiscal year. Part two of the plan would delay expenses until a future fiscal year. The Town received \$57,389.51 on Powell Bill funds during FY20. None of these funds were spent on street and road repairs. Proposals have been received from three companies to provide the two phases of the repair. Informal bids were received and are presented as follows: 1. AAA Paving Company as a total cost of \$209,910.00 2. AAA Paving Company at a total cost of \$157,265.00 3. John H Wilson and Son Grading and Paving, INC at a cost of \$94,262.50.

Staff recommends Council engage John H Wilson and Son Grading and Paving, INC to provide the phase 1 of the repair to remove asphalt and gravel on West Simpson Road until heavy construction is completed in the subdivision.

ACTION 1. Request the Council award a contract not to exceed \$19,862.50 based on the attached proposal to John H Wilson and Son Grading and Paving, Inc, phase 1 of the repair project for the removal of asphalt and addition of gravel to West Simpson Road.

Discussion regarding for the Town the need to address the issues and minimize the cost by eliminating the surface of the road and repave the road. Clarity of knowing the exact location was a concern. Council requested more clarification to state that the Town has possession of the road. Additionally, Council inquired if the Town actually responsible or not for the road.

Attorney Russell stated he will furnish any papers needed to indicate as to what is on the Powell Bill. Mayor Pro Tem Howard and Attorney Russell will compare documents.

Clarification needed as to when the Town of Green Level took over the trailer park during the 2nd phase of annexation. In 2003, roads were the 2nd phase of annexation. Councilman Trollinger had additional history in a document when Mayor Tarpley was Mayor of the Town, stating the phases of annexation and road inceptions.

Mayor Pro Tem Howard and the Town Administrator will gather facts and consult with Town Attorney Russell, and get back to the Council.

Councilwoman Enoch made a motion for the approval to spend up to \$19,862.50 for the 1 phase of West Simpson Road, upon verification that the road belongs to the Town, and with the consideration of Mayor Pro Tem Howards bid.

Vote: 5 Ayes / 0 Nays

9. Town Attorney Updates

10. Town Council Comments

Minutes:

Discussion regarding staff chain of command within the Town Hall. Accountability and Reporting, referencing the personnel manual. Council Inquiry regarding staff raises.

Councilwoman McCollum made a motion that all staff report to the Town Administrator, Donna Davis.

Vote: 5 Ayes / 0 Nays

Discussion- Residence on East Simpson Road- shooting Rental property 4 police reports on the residence - Office Stanton Possible Nuisance & Abatement

Attorney Russell - suggested to find in the minutes when R8 was done. Some zoning allow for medial savage some don't.

Discussion regarding removal of agenda items. Council concluded that you cannot vote to remove an agenda item that was presented by another councilmember. You can only vote to remove your own agenda item, not another councilmember's agenda item.

Additional Comments:

- COVID-19 reinforced residents to stay at home
- Presidential election & local election
- Absentee voting and October deadline to register to vote
- Bedford Hills voter Registration
- Closure independent contractor for cleaning
- Mayors updates will remain on agenda list
- Please be respectful of town staff time
- Town's 30 Year Anniversary coming up-welcome any ideas
- Thanks to the old and new staff at the Town Hall

11. Motion to Adjourn
Mayor Graves-Henry

**THE NEXT REGULAR MEETING OF THE GREEN LEVEL TOWN COUNCIL IS
SCHEDULED FOR THURSDAY SEPTEMBER 10, 2020 AT 7:00 PM.**

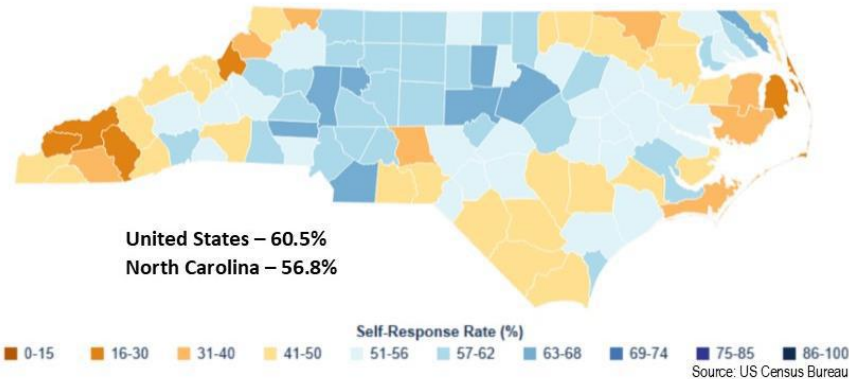
Mayor Carissa Graves-Henry

Attest: Ida Kleiner

2020 Census Non-Response Risk to North Carolina

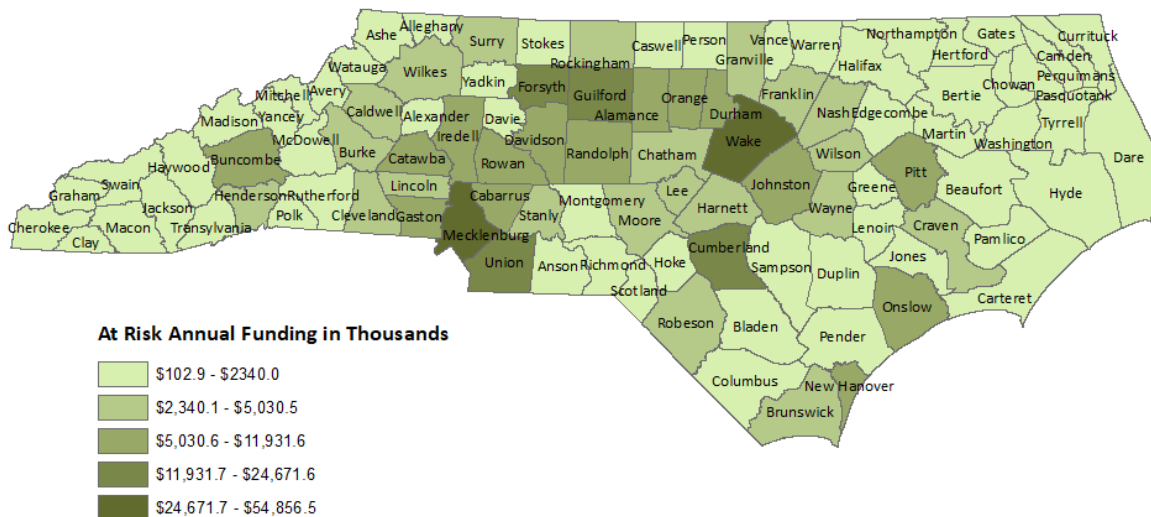
The US Census is vital to representation, funding, and future planning in North Carolina. The US Census Bureau is collecting 2020 Census responses through October 31, 2020. While the response rates in the triad counties are above 50%, they are lower in the mountain and coastal counties. Response rates are reported daily at 2020census.gov/response-rates.

2020 Census Self-Response Rate – May 31, 2020



Using reported estimates for census driven funding, we can estimate the at-risk funds due to nonresponse. Census stakeholders can use this information to assess the impact response rates have on funding in their county or congressional district and work to improve response with awareness efforts and calls to action.

Potential Annual Funding Loss Due to 2020 Census NonResponse
Based on May 31, 2020 Response Rates



2020 Census field operations were suspended due to the COVID-19 pandemic, but North Carolina Area Census Offices reopened in late May. Census workers will begin visiting nonresponding households in August. While nonresponse rates do not reflect undercounts, the risk of undercounting the population is higher for areas with higher nonresponse rates.

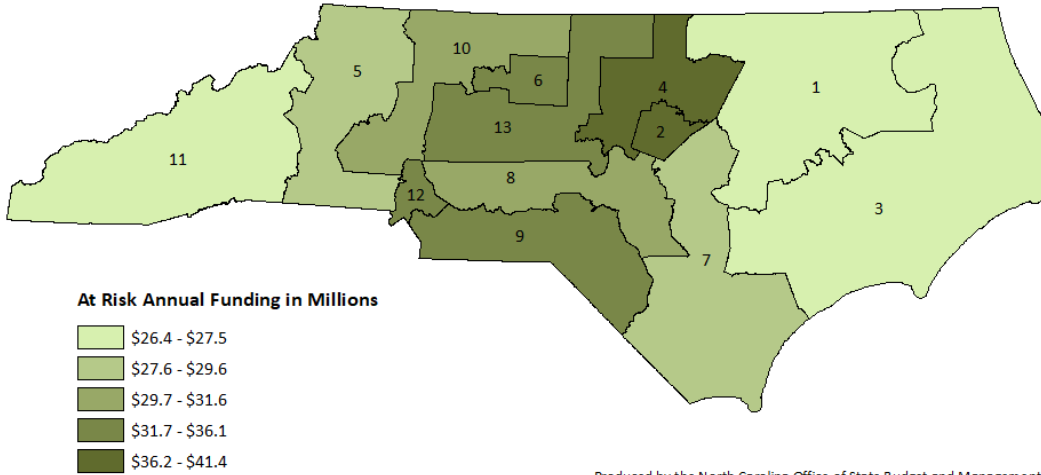
Quickly completing your census form either online (my2020census.gov), by phone ([844-330-2020](tel:844-330-2020)), or by paper questionnaire decreases the need for a Census worker to visit your home and maintains social distancing.

The funding impact assessment is based on the following resources:

- May 31, 2020 Nonresponse Households calculated from the US Census Bureau's Response Rate Tracker
- Estimated total households and average household size from the 2014-2018 American Community Survey (ACS), US Census Bureau
- Estimated per capita funding from Counting for Dollars 2020: The Role of the Decennial Census in the Geographic Distribution of Federal Funds, George Washington Institute for Public Policy and the North Carolina Office of State Budget and Management

2020 Census Non-Response Risk to North Carolina

Potential Annual Funding Loss Due to 2020 Census NonResponse Based on May 31, 2020 Response Rates by Congressional District



Congressional District	Estimated Nonresponse Households	Estimated At Risk Annual Funding
1	48%	\$27,463,233
2	36%	\$41,441,637
3	50%	\$26,387,556
4	37%	\$40,215,948
5	45%	\$29,597,585
6	39%	\$35,293,303
7	48%	\$29,480,024
8	44%	\$31,046,864
9	41%	\$34,237,337
10	43%	\$31,637,327
11	50%	\$26,764,408
12	42%	\$36,067,150
13	38%	\$35,780,659

Produced by the North Carolina Office of State Budget and Management

Individual County Impact Data Table

County	Estimated Nonresponse Households	Estimated At Risk Annual Funding	County	Estimated Nonresponse Households	Estimated At Risk Annual Funding	County	Estimated Nonresponse Households	Estimated At Risk Annual Funding
Alamance County	39.70%	\$7,147,968	Franklin County	44.90%	\$2,572,397	Pamlico County	57.90%	\$379,146
Alexander County	38.00%	\$1,718,150	Gaston County	44.10%	\$8,826,225	Pasquotank County	39.80%	\$1,699,228
Alleghany County	62.20%	\$317,146	Gates County	43.20%	\$485,538	Pender County	48.80%	\$2,162,854
Anson County	54.20%	\$790,567	Graham County	76.10%	\$202,426	Perquimans County	44.50%	\$548,004
Ashe County	53.60%	\$895,350	Granville County	39.90%	\$2,517,412	Person County	39.60%	\$1,782,960
Avery County	76.70%	\$336,603	Greene County	48.10%	\$704,301	Pitt County	45.70%	\$6,815,205
Beaufort County	46.50%	\$1,833,448	Guilford County	37.30%	\$24,671,602	Polk County	49.00%	\$747,219
Bertie County	55.30%	\$602,119	Halifax County	49.30%	\$1,858,354	Randolph County	41.20%	\$6,273,586
Bladen County	57.90%	\$1,046,693	Harnett County	46.30%	\$5,006,065	Richmond County	52.20%	\$1,528,546
Brunswick County	51.20%	\$4,479,322	Haywood County	49.10%	\$2,229,409	Robeson County	55.90%	\$4,242,544
Buncombe County	43.10%	\$10,463,632	Henderson County	40.80%	\$5,004,846	Rockingham County	40.40%	\$4,045,544
Burke County	45.10%	\$3,503,717	Hertford County	52.10%	\$769,108	Rowan County	40.70%	\$6,067,391
Cabarrus County	41.60%	\$8,744,495	Hoke County	47.60%	\$1,981,871	Rutherford County	50.90%	\$2,340,016
Caldwell County	38.40%	\$3,837,468	Hyde County	65.80%	\$131,348	Sampson County	49.80%	\$2,291,870
Camden County	35.70%	\$530,843	Iredell County	36.80%	\$8,468,257	Scotland County	48.40%	\$1,229,823
Carteret County	60.10%	\$2,053,323	Jackson County	72.60%	\$969,490	Stanly County	41.40%	\$2,600,432
Caswell County	46.50%	\$850,020	Johnston County	37.80%	\$9,133,051	Stokes County	40.50%	\$2,041,746
Catawba County	37.30%	\$7,525,104	Jones County	50.20%	\$347,041	Surry County	43.00%	\$3,010,632
Chatham County	35.60%	\$3,535,152	Lee County	38.90%	\$2,771,695	Swain County	72.90%	\$349,809
Cherokee County	56.50%	\$878,897	Lenoir County	44.60%	\$2,287,040	Transylvania County	53.50%	\$1,097,222
Chowan County	42.10%	\$603,743	Lincoln County	35.70%	\$4,120,666	Tyrrell County	60.70%	\$102,866
Clay County	54.60%	\$359,994	Macon County	48.50%	\$1,654,023	Union County	31.50%	\$13,006,575
Cleveland County	42.60%	\$4,087,816	Madison County	64.30%	\$965,845	Vance County	49.70%	\$1,601,154
Columbus County	52.50%	\$1,851,173	Martin County	52.00%	\$711,138	Wake County	34.00%	\$54,856,470
Craven County	39.90%	\$4,481,674	McDowell County	47.90%	\$872,293	Warren County	57.60%	\$603,267
Cumberland County	44.60%	\$12,968,066	Mecklenburg County	40.00%	\$47,266,435	Washington County	52.50%	\$417,485
Currituck County	56.10%	\$834,305	Mitchell County	52.50%	\$510,229	Watauga County	60.50%	\$1,453,620
Dare County	71.10%	\$910,585	Montgomery County	66.10%	\$720,695	Wayne County	43.80%	\$5,030,482
Davidson County	39.00%	\$7,620,270	Moore County	45.50%	\$3,778,029	Wilkes County	44.50%	\$2,764,606
Davie County	34.80%	\$2,179,082	Nash County	41.20%	\$4,061,927	Wilson County	43.90%	\$3,308,701
Duplin County	57.80%	\$1,847,945	New Hanover County	42.80%	\$9,252,812	Yadkin County	39.80%	\$1,712,345
Durham County	44.70%	\$11,931,567	Northampton County	62.30%	\$565,531	Yancey County	54.80%	\$583,584
Edgecombe County	48.40%	\$1,980,164	Onslow County	48.40%	\$6,539,303			
Forsyth County	40.30%	\$16,323,092	Orange County	33.20%	\$7,239,714			

The funding impact assessment is based on the following resources:

- May 31, 2020 Nonresponse Households calculated from the US Census Bureau's Response Rate Tracker
- Estimated total households and average household size from the 2014-2018 American Community Survey (ACS), US Census Bureau
- Estimated per capita funding from Counting for Dollars 2020: The Role of the Decennial Census in the Geographic Distribution of Federal Funds, George Washington Institute for Public Policy and the North Carolina Office of State Budget and Management

Alamance County: Census 2020 Real-Time Response Rates - Week Ending Aug 18

How is Alamance County performing?

62.8% of households in Alamance County have self-responded to the 2020 Census between March 12 and Aug 18, 2020, **above** the state response rate of **59.8%**. Alamance County is currently ranked 19 out of 100 counties in NC.

How are people responding to the 2020 Census in Alamance County?

48.7% of Alamance households responded to the census online versus 46.8% of all NC households.

14.1% of Alamance households responded to the census by phone or mail versus 13.0% of all NC households.

Where are people responding in Alamance County? (Top 5 Tracts)

Rank	Tract Number	Self-Response Rate
1	206.01	82.1%
2	217.01	80.4%
3	206.02	77.2%
4	209.02	75.2%
5	214	68.2%

Where are people not responding in Alamance County? (Bottom 5 Tracts)

Rank	Tract Number	Self-Response Rate
36	212.01	52.8%
35	202	53.8%
34	204	54.1%
33	217.02	54.2%
32	205.02	55.5%

How many households in Alamance County self-responded in past census counts?

Historic census self-response rates for Alamance County were 65.0% in 1990, 67.0% in 2000, and 67.1% in 2010.



How are target groups responding in Alamance County?

Young Children - 5.9% of NC population ages 0-4

% Young Children	# of Tracts	Average Response Rate
Less than 4.1%	6	68.3%
4% to 5.5%	11	63.1%
5.5% to 7.2%	10	65.3%
7.2% or higher	9	59.0%

Immigrant Population - 7.9% of NC population is foreign-born

% Foreign-Born Residents	# of Tracts	Average Response Rate
Less than 2.9%	6	67.4%
2.9% to 5.7%	11	66.1%
5.7% to 9.8%	10	63.0%
9.8% or higher	9	58.5%

Minority Population - 34% of NC population is American Indian, Asian/Pacific Islander, Black, or Hispanic/Latinx

% Minority Residents	# of Tracts	Average Response Rate
Less than 14%	8	70.9%
14% to 28%	11	64.0%
28% to 50%	11	62.1%
50% or higher	6	55.6%

No Internet - 21% of NC households do not have Internet at home

% HH with no Internet	# of Tracts	Average Response Rate
Less than 12%	4	69.6%
12% to 21%	12	65.5%
21% to 31%	13	63.6%
31% or higher	7	56.7%



CAROLINA
DEMOGRAPHY



GREEN LEVEL TOWN COUNCIL
MEETING DATE: Thursday August 13, 2020

DEPARTMENT: ADMINISTRATION

TOPIC: GREEN LEVEL CENSUS PARTICIPATION

PRESENTER: DONNA DAVIS

AGENDA ITEM TO BE CONSIDERED	
SUBJECT SUMMARY	<p>A report of Census data collection for Alamance County, North Carolina including Census Tract 212.01 through the week ending August 18, 2020 is submitted for the Council’s review.</p> <p>The Town of Green Level is included in Census Tract 212.01. This section of Alamance County is ranked 36 of 36 reporting areas in the County for Census participation. Only 52.8% of household have responded to the 2020 Census. The overall state response rate is 59.8%.</p> <p>The Census count deadline is September 30, 2020. As of August 11, over 4 million North Carolinians need to be counted, putting at risk an estimated \$7.4 billion annually for the next 10 years. Census forms can be completed online (my2020census.gov) or by phone (844-330-2020).</p>
REQUESTED ACTION	<ol style="list-style-type: none">1. Request the Council accept the Census data collection report.

ATTACHMENTS:

1. Census 2020 Non-Response Risk to North Carolina
2. Alamance County: Census 2020 Real-Time Response Rates - Week Ending Aug 18



GREEN LEVEL TOWN COUNCIL
MEETING DATE: Thursday September 10, 2020

ITEM 6B

DEPARTMENT: CODE ENFORCEMENT

TOPIC: ACTIVITY REPORT AUGUST 2020

PRESENTER: DONNA DAVIS, ADMINISTRATOR

AGENDA ITEM TO BE CONSIDERED	
SUBJECT SUMMARY	A report of Code Enforcement activity in the Town of Green Level for the month of August 2020 is submitted for the Council's review.
REQUESTED ACTION	1. Request the Council accept the Code Enforcement Report for August 2020

ATTACHMENTS:

1. Code Enforcement Report for August 2020
2. SECI Green Level August Case Report



**Town of Green Level, NC
Council Report
September 10, 2020**

Code Enforcement Report for August 2020

By Activity Status

Activity Status	Number of Activities
New	1
Notices of Violation (NOV) Issued	8
Completed	14
Pending	38
Abated	10
Total	71

By Types of Work Performed

Type of Work Performed	Number of Violations
Certificate of Occupancy (CO)	0
Nuisance other	4
High Grass	12
Vehicles Junked	1
Inspection	1
Permit	50
Junk Pile	2
Vehicle – Nuisance	1
Total	71

SCEI Green Level August 2020 Case Report

Id	Status	Address	Work Type	Date Flagged	Comments
12883123	NOV	1528 N NC Hwy 49	High Grass GL	08/27/20	Complaint Investigation. Complaint Investigation. Found grass in excess of 12". 08/27/20 A notice of violation letter was prepared and mailed first class and certified. A re-inspection is scheduled for 09/07.
12881128	New	1261 N NC Hwy 49	VEH- Nuisance GL	08/27/20	Complaint Investigation. Found a Ford F250 truck with an expired tag and grass growing up around it. Dennis will talk with Donna in reference to acquiring a towing contractor to remove the junked vehicles.
12881096	NOV	1261 N NC Hwy 49	High Grass GL	08/27/20	Complaint Investigation. Found grass in excess of 12". 08/27/20 A notice of violation letter was prepared and mailed first class and certified. A re-inspection is scheduled for 09/07.
12842087	Completed	2523 Anderson Drive	Nuisance Other GL	08/20/20	Complaint investigation. Complainant stated the neighbors dogs were loose and coming into her yard. No dogs were seen at the time of visit; there is a fenced backyard with a dog house at the neighboring property.
12823968	Completed	111 Steamboat Ln	Permits -GL	08/18/20	Complaint investigation. Construction without a permit. Posted a notice of requirements along with a Green Level and Alamance county permit application. 08/20/20 Dennis Pinnix verified a permit was obtained.
12823912	Pending	227 Pillow Ln	Permits -GL	08/18/20	Complaint investigation. Fence being constructed without a permit. Left a notice of requirement along with Green level fence permit application. 08/19/20 Resident submitted the fence permit application.
12782171	NOV	1446 N NC Hwy 49	High Grass GL	08/11/20	Tagged high grass violation. grass is over 2 feet tall. 08/11/20 A Notice of Violation letter was prepared and mailed first class and certified.
12716753	Completed	110 Brice Ct	Permits -GL	08/04/20	Complaint investigation for a fence installed without a permit; records indicate a permit was issued.
12716629	Completed	349 Donelson Way	Permits -GL	08/04/20	Complaint investigation for construction without a permit; records indicate a permit for an accessory structure was issued 04/30/20.
12716480	Completed	132 Steamboat Ln	Permits -GL	08/04/20	Complaint investigation for a fence installed with a permit; records indicate a permit was issued 06/13/19.
12716443	Pending	309 Mason Trace	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.

12716415	Pending	301 Mason Trace	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12716394	Pending	325 Mason Trace	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12716337	Pending	372 Donelson Way	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12716306	Completed	380 Donelson Way	Permits -GL	08/04/20	Complaint investigation for a fence installed without a permit; no fence at the address.
12716220	Completed	353 Donelson Way	Permits -GL	08/04/20	Complaint investigation for a deck constructed without a permit; records indicate a permit was issued 02/28/20.
12716188	Completed	341 Donelson Way	Permits -GL	08/04/20	Complaint investigation for a fence installed without a permit; records indicate a permit was issued 06/02/20.
12716119	Pending	337 Donelson Way	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12716085	Pending	336 Donelson Way	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12716054	Completed	333 Donelson Way	Permits -GL	08/04/20	Complaint investigation for a fence installed without a permit; no fence at the address.
12716019	Completed	325 Donelson Way	Permits -GL	08/04/20	Complaint investigation for a fence installed without a permit; no fence at the address.
12715963	Completed	312 Donelson Way	Permits -GL	08/04/20	Complaint Investigation for construction without a permit; no fence or gazebo was at the address.
12715878	Pending	290 Donelson Way	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12715779	Pending	391 Armistead Ct	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.

12715580	Pending	204 Calhoun Pl	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12715499	Completed	106 Calhoun Pl	Permits -GL	08/04/20	Complaint investigation for a fence installed without a permit; no fence at the address.
12715428	Pending	135 Calhoun Pl	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12715414	Completed	126 Calhoun Pl	Permits -GL	08/04/20	Complaint investigation for a fence installed without a permit; records indicate a permit was issued.
12715353	Pending	125 Seward Pl	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12715305	Pending	122 Seward Pl	Inspections -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12715284	Completed	117 Seward	Permits -GL	08/04/20	Complaint investigation for a fence installed without a permit; records indicate a permit was issued 07/08/19.
12715235	Pending	102 Seward Pl	Permits -GL	08/04/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12686002	ABATED	2450 Evergreen Ave	Nuisance Other GL	07/30/20	Complaint Investigation on burning a tree and brush in the back yard. Found an area in the back yard where it appears that brush has been burned. NOV letter will be mailed. 08/04/20 a Notice of Violation letter was prepared and mailed first class and certified. A re-inspection is scheduled for 08/18. 08/10/20 Dennis received a call from Mrs. Poole. She stated that she has informed the tenants not to burn on the property and that she has hired a contractor to clean up the debris. 08/11/20 Re-Inspection: the debris has been cleaned up. Violation Abated.
12685798	ABATED	2421 Evergreen Ave	High Grass GL	07/30/20	Tagged a high grass violation. Grass is over 12 inches tall. House is vacant. 08/04/20 a Notice of Violation letter was prepared and mailed first class and certified. A re-inspection is scheduled for 08/18. 08/11/20 Re-Inspection: The grass has been mowed. Violation Abated.

12670139	ABATED	1258 N NC 49 HWY	High Grass GL	07/28/20	Tagged a high grass violation. Grass is over 12 inches tall. A notice of violation letter was prepared and mailed first class and certified. 08/11/20 A work Order was prepared and emailed to Rodney, Regina and Maria. Re-Inspection: The grass has been mowed by the town. Violation Abated.
12670055	ABATED	2475 Michelle Dr	Junk Pile - GL	07/28/20	Tagged a high grass violation. Grass is over 12 inches tall. A Notice of violation letter was mailed first class and certified. 08/13/20 Re-Inspection: The grass has been mowed. Violation Abated.
12670028	ABATED	2468 Michelle Dr	High Grass GL	07/28/20	Tagged a high grass violation. Grass is over 12 inches tall. A Notice of violation letter was mailed first class and certified. 08/13/20 Re-Inspection: The grass has been mowed. Violation Abated.
12670010	ABATED	2462 Michelle Dr	High Grass GL	07/28/20	Tagged a high grass violation. Grass is over 12 inches tall. A Notice of violation letter was mailed first class and certified. Re-Inspection is scheduled for 08/11/20. 08/11/20 Re-Inspection: The grass has been mowed. Violation Abated.
12669644	NOV	HOA Mason Trace at Detention pond	High Grass GL	07/28/20	High grass around the detention pond at Mason Trace. A Notice of violation letter was mailed first class and certified. 08/11/20 Dennis received a call from AMG management stating that the HOA has hired a landscaper and the common areas will be mowed and kept up. Dennis gave them until August 31 to have the grass mowed or the Town will abate the violation. 08/20/20 Re-Inspection: No change.
12669454	ABATED	149 Steamboat Ln	Nuisance Other GL	07/28/20	Semi-truck parked in a residential neighborhood. 07/28/20 A Notice of Violation letter was prepared and mailed first class to tenant and first class and certified to owner. 08/20/20 Re-Inspection: The semi-truck has been removed. Violation Abated.
12669403	NOV	Iron Horse at Hwy 49	High Grass GL	07/28/20	Bedford Hills Common Areas, tagged high grass violations: Iron Horse at N. HWY 49 grass is 24 inches tall. Mason Trace at detention pond, Donaldson Way at creek and detention pond, at the mailbox area on Pillow Ln and at Donaldson Way entrance at N. HWY 49. A Notice of violation letter was mailed first class and certified. Re-Inspection is scheduled for 08/11/20. 08/11/20 Re-Inspection: No Change, 08/11/20 Dennis received a call from AMG management stating that the HOA has hired a landscaper and the common areas will be mowed and kept up. Dennis gave them until August 31 to have the grass mowed or the Town will abate the violation.

12669300	ABATED	2453 E Simpson Rd	High Grass GL	07/28/20	Complaint Investigation on high grass. Found the grass is in violation. A Notice of violation letter was mailed first class and certified. Re-Inspection is scheduled for 08/11/20. 08/11/20 Re-Inspection: The grass has been mowed. Violation Abated.
12630920	Pending	119 Brice Ct	Permits -GL	07/21/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12630904	Pending	102 Brice Ct	Permits -GL	07/21/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12630880	Pending	211 Sumter Ct	Permits -GL	07/21/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12630868	Pending	221 Sumter Ct	Permits -GL	07/21/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12630843	Pending	203 Sumter Ct	Permits -GL	07/21/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12630834	Pending	202 Sumter Ct	Permits -GL	07/21/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12630822	Pending	183 Sumter Ct	Permits -GL	07/21/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12630805	Pending	158 Sumter Ct	Permits -GL	07/21/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12630784	Pending	151 Sumter Ct	Permits -GL	07/21/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12630751	Pending	126 Sumter Ct	Permits -GL	07/21/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.

12630588	Pending	306 Mason Trace	Permits -GL	07/21/20	Patio terrace in the backyard; very if a permit has been obtained.
12630546	Pending	105 Seward Pl	Permits -GL	07/21/20	Complaint investigation for an accessory structure without a permit. No accessory was found, however a fence has been installed; verify if a permit had been issued.
12587646	ABATED	0 James Boswell and Sam Gwynn	High Grass GL	07/14/20	Tagged a high grass violation for all vacant lots. 07/14/20 A Notice of Violation letter was prepared and mailed first class and certified. 08/05/20 Re-Inspection: The grass on the lot at James Boswell/ Sam Gwynn has been mowed. Violation Abated.
12587452	NOV	2109 Meadow Ridge Ln	VEH. Junked -GL	07/14/20	Complaint Investigation on a junked vehicle. 07/16/20 A notice of violation letter was prepared and mailed first class and certified. 08/06/20 Re-Inspection: No change. 08/13/20 Re-Inspection: No change. Dennis will talk with Donna in reference to acquiring a towing contractor to remove the junked vehicles.
12587407	NOV	2109 Meadow Ridge Ln	Junk Pile - GL	07/14/20	Complaint Investigation on a junk pile. Found trash, old tires and junk in the back of the property. 07/16/20 A notice of violation letter was prepared and mailed first class and certified. 08/06/20 Re-Inspection: No change. 08/13/20 Re-Inspection: No change.
12586216	ABATED	207 Pillow Ln	High Grass GL	07/14/20	Overgrown grass /weeds. Property is vacant and for sale sign posted in the front yard. 07/14/20 A Notice of violation letter was mailed first class and certified. 08/06/20 Re-Inspection: The grass has been mowed. Violation Abated.
12586012	Pending	303 Pillow Ln	Permits -GL	07/14/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12585969	Pending	343 Pillow Ln	Permits -GL	07/14/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12585778	Pending	325 Donelson Way	Permits -GL	07/14/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12585744	Pending	115 Steamboat Ln	Permits -GL	07/14/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.

12546858	Pending	132 Steamboat Ln	Permits -GL	07/07/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12546833	Pending	130 Telegraph Ln	Permits -GL	07/07/20	Fence installed without a permit. NOV letter will be mailed along with a fence application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12546738	Pending	106 Seward Pl	Permits -GL	07/07/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12546735	Pending	110 Seward Pl	Permits -GL	07/07/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12546700	Pending	310 Mason Trace	Permits -GL	07/07/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12546666	Pending	111 Sumter Ct	Permits -GL	07/07/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12546656	Pending	134 Sumter Ct	Permits -GL	07/07/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12546430	Pending	258 Pillow Ln	Permits -GL	07/07/20	Accessory structure installed without a permit. NOV letter will be mailed along with the zoning application. Per Donna Davis hold off on sending NOV until R-8 district is presented and approved by the Council.
12480902	NOV	1203 N NC Hwy 49	Nuisance Other GL	06/25/20	Complaint Investigation on Semi-truck and trailer parked at a resident. 07/09/20 A Notice of Violation was prepared and mailed first class and certified. 07/21/20 Re-Inspection: No change. If the truck remains on the property after July 31 a penalty letter will be issued for \$50.00 per day until the trucks are moved off of the property. 08/20/20 Re-Inspection: No change.



GREEN LEVEL TOWN COUNCIL
MEETING DATE: Thursday September 10, 2020

ITEM 7A

DEPARTMENT: PUBLIC WORKS/STREET MAINTENANCE

TOPIC: W SIMPSON ROAD REPAIR

PRESENTER: DONNA DAVIS, ADMINISTRATOR

AGENDA ITEM TO BE CONSIDERED	
SUBJECT SUMMARY	<p>The phase 1 paving of W Simpson Road was approved at the August 13, 2020 Council meeting pending verification of the Town of Green Level's ownership and responsibility for the road. The findings thus far indicate the Town has ownership of the road.</p>
REQUESTED ACTION	<ol style="list-style-type: none">1. Request the Council confirm ownership based on information provided to Administrator.

ATTACHMENTS:

1. Motion to Amend Consent Judgment (Herman C. Johnson v Town of Green Level)
2. Correspondence from Oertel, Koonts, Oertel re: Green Level Mobile Home Park
3. Consent Judgment (Herman C. Johnson v Town of Green Level)
4. Powell Bill Street List submitted 2013-2020 for Town of Green Level
5. Email of August 21, 2020 from Attorney Eugene Russell



GREEN LEVEL TOWN COUNCIL
MEETING DATE: Thursday September 10, 2020

ITEM 7B

DEPARTMENT: PUBLIC WORKS/STREET MAINTENANCE

TOPIC: STREET AND ROAD REPAIRS

PRESENTER: DONNA DAVIS, ADMINISTRATOR

AGENDA ITEM TO BE CONSIDERED	
SUBJECT SUMMARY	<p>The Paving of Birch Street and Brice Court was approved at the August 13, 2020 Council meeting pending exploration of paving with concrete or other hard surface material. An additional bid has been received for the paving of Birch Street with concrete.</p>
REQUESTED ACTION	<ol style="list-style-type: none">1. Request the Council guidance.

ATTACHMENTS:

1. Bid from Tyrone Carter Construction for concrete paving
2. Bid from John H Wilson and Son for asphalt paving
3. Document: Concrete vs Asphalt Roads: Pros and Cons of Each



GREEN LEVEL TOWN COUNCIL
MEETING DATE: Thursday September 10, 2020

ITEM 7C

DEPARTMENT: PLANNING AND ZONING

TOPIC: 160D COMPLIANCE

PRESENTER: DONNA DAVIS, ADMINISTRATOR

AGENDA ITEM TO BE CONSIDERED	
SUBJECT SUMMARY	<p>A contract was awarded at the August 13, 2020 Council meeting to Stewart. A subsequent estimate was brought to the attention of the administrator and Council by Mayor Pro Tem Howard the week following the meeting. The Piedmont Triad Regional Council (PTRC) is offering a basis 160D update service at a price of \$2,000. Additional items required for compliance can be provided at a rate of \$75 per hour. PRTC is preparing an estimate for a complete package to achieve compliance.</p>
REQUESTED ACTION	

ATTACHMENTS:

1. Piedmont Triad Regional Council proposal



Concrete vs Asphalt Roads: Pros and Cons of Each



Concrete vs Asphalt Roads: Pros and Cons of Each

Both concrete and asphalt are go-to materials for paving a road or parking lot. Discover the pros and cons of each as we compare concrete vs asphalt roads.

Keyword(s): concrete vs asphalt roads

Where the idea of an open road used to conjure smooth blacktops

radiating heat from the sun, today's roads are turning more gray.

Concrete road paving is quickly reaching the same popularity as asphalt, and the reasons are many. However, it's not always apparent which paving method is the best for your job. Read on to discover the pros and cons of concrete vs asphalt roads.

Concrete Road Advantages

The biggest benefit of concrete road construction is the longevity. Lasting 20-40 years on average, paving in concrete can boast two to four times the lifespan of asphalt.

Concrete, it may surprise you to know, is recyclable. Once crushed into gravel, concrete can be used in

a variety of ways.

High truck volume is better suited to concrete roads, as they hold up better under the weight and pressure. This sturdy surface is less prone to dips and rutting, meaning it is a favorite for freeway construction.

Though not immune to the freeze-thaw cycle, concrete is more resistant. Where asphalt tends to embrittle over time, concrete is more hearty.

Concrete tends to be a greener material. Producing it creates less environmental pollution, and cars run with better fuel efficiency on concrete. Concrete is also produced from limestone, which is widely available.

Concrete Disadvantages

Though concrete lasts a long time, repairing it is a bigger chore. Holes or cracks can't be simply patched-- instead, entire slabs must be

replaced.

Concrete doesn't always make for a smooth ride, either. In order to create enough grip on the road, texture is brushed into the surface. This, and slabs settling over time, can make for a somewhat bumpy and noisy roadway.

The costs of concrete roads are also higher than that of asphalt, both in installation and repair.

Concrete is not as "grippy" as asphalt, either. Spills, vehicle chemicals, and other pollutants do not absorb into concrete as well as asphalt. This material is also more prone to slippage during rain or snow.

Advantages of Asphalt Roads

Asphalt has an attractive price point, even as prices have slowly begun to creep up over time. Like concrete, asphalt is 100% recyclable. When melted down, it can be used again to create new roadways.

New asphalt is quieter than concrete. Though it creates a smooth drive, it also boasts better traction and skid resistance.

Since asphalt is black, it utilizes the natural heat from the sun to help keep the roads clear after storms. Heat absorbing into asphalt creates an ideal atmosphere for snow melt and moisture evaporation.

Asphalt is ideal for rural roadways because of the ease of maintenance and repair. Budgeting for small roadway repairs or patching is much simpler and faster than replacing entire slabs of roadways on less heavily trafficked areas such as country roads.

Disadvantages

The process of melting asphalt creates greenhouse gasses, which contribute to environmental pollution. This happens regardless of new production or recycling.

Asphalt is a cheaper and faster solution for short-term projects, but

the repairs are sometimes just as extensive as concrete. With only a 10-year lifespan, asphalt must be re-laid or repaired on a much more regular basis.

Concrete Vs Asphalt Roads: Which is Better?

There is no simple answer to the question of which material is preferable. When trying to decide between concrete vs asphalt roads, it's important to consider the specifics of your project first and foremost.

Choosing material for your paving project can't be decided on initial costs alone. Need some guidance? Visit us at Perrin Construction to get the perfect bid for your paving project, today.



PREVIOUS

How is Asphalt Made? A Look Inside the Manufacturing Process

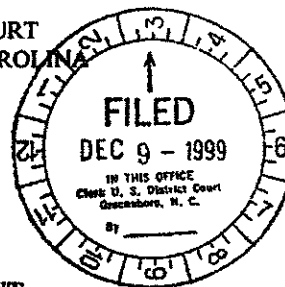
ASPHALT

Contact Perrin
Construction,
Inc. to get your
project going!

GET IN
TOUCH

2020 - Perrin Construction
Website by Sundial Design

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION
No. 1:98CV00998



HERMAN C. JOHNSON,)
)
Plaintiff,)
)
v.)
)
TOWN OF GREEN LEVEL)
)
Defendant.)

CONSENT JUDGMENT

WHEREAS, Plaintiff Herman C. Johnson (hereinafter "Plaintiff") has filed a lawsuit against the Town of Green Level (hereinafter "the Town") which is currently pending in the Middle District of North Carolina bearing File No. 1:98CV00998 (hereinafter "the Lawsuit");

WHEREAS, Plaintiff is the owner of Green Level Mobile Home Park, Inc., formerly known as Gwynn's Mobile Home Park (hereinafter "the Park");

WHEREAS, Plaintiff and the Town wish to resolve all controversies existing between them to avoid the further cost and expense of litigation;

WHEREAS, Plaintiff further agrees that the Town admits no liability of any sort; that the Town continues to vigorously deny any liability whatsoever; and that the release and settlement set out herein is made solely to terminate further controversy with respect to all claims that Plaintiff presently asserts, or might have asserted, against the Town because of the events described herein;

NOW THEREFORE, the parties do hereby consent and agree as follows:

1. Release. In consideration of the terms and agreements set out herein, Plaintiff voluntarily and knowingly executes this Consent Judgment with the express intention of affecting the extinguishment of any and all rights, claims, demands, or obligations which Plaintiff has against

↓
Kee Webster
200 Lanyon Road, STE 5
Pittsboro, NC 27312

the Town on account of, connected with, or growing out of the matters which were raised, or which could have been raised, in the Lawsuit. Plaintiff does for himself, his heirs and assigns, agents and representatives, hereby RELEASES, ACQUITS, HOLDS HARMLESS, AND FOREVER DISCHARGES the Town and its officials, representatives, council members, agents, servants, employees, officers, directors, commissioners, insurers and attorneys, of and from any and all claims, actions or causes of action, demands, damages (actual, compensatory, and punitive), costs, judgments, expenses, liabilities, attorneys' fees and legal costs, injunctive or declaratory relief, whether known or unknown, whether in law or in equity, whether in tort or in contract, of any kind or character, including, without limitation, claims for violation of 42 U.S.C. § 1983; claims for violation of 42 U.S.C. § 1985; claims for violation of due process rights; claims for violation of equal protection under the law; claims for civil conspiracy; claims for inverse condemnation; claims for lost profits; claims for writ of mandamus; claims for injunctive relief; claims for violations of N.C. Gen. Stat. §160A-383.1; claims for arbitrary and capricious conduct; claims for declaratory relief; claims for discriminatory housing practices; claims for lost development opportunities; claims under N.C. Gen. Stat. §1-253; claims for pain and suffering; claims for violation of 42 U.S.C. § 1988; claims for violation of the North Carolina Constitution; claims for violation of the United States Constitution; claims for a "taking" without just compensation; and any other claims which he now has, or might otherwise have, against the Town, arising as a result of or relating to the matters which form the basis for the Lawsuit, and which were, or could have been, asserted in the Lawsuit. It is the intent of Plaintiff that all claims or matters that are, or might be, in controversy between Plaintiff and the Town are forever put at rest, it being Plaintiff's intention to forever discharge and release all past, present, and future claims against the Town on account of or connected with the

matters which were raised, or which could have been raised in the Lawsuit and for all consequences resulting or potentially to result from Plaintiff's alleged injuries or damages sustained as a result of the aforementioned incidents.

2. Obligations of the Parties.

a. The Town will approve Plaintiff's application for water and sewer services for forty-six (46) additional units (which shall include the six units at issue in the lawsuit captioned 97 CVD 1059) constituting Phase 5 of the Park (making a total of 125 units). The Town agrees that the Order entered by the Alamance County District Court in the lawsuit captioned 97 CVD 1059 shall be released and of no further force and effect with respect to the six unit/lots that were the subject of that order;

b. Plaintiff agrees to construct as a part of Phase 5 a new sewer line from the Park to the Haw River outfall line, utilizing existing rights-of-way of the Town and within or parallel to the Town's easements by which the Town's existing sewer line connects to the Haw River outfall line. If additional easement(s) are needed for the new sewer line, the Town will assist in acquiring such easement(s) by using its power of eminent domain. In the event that the exercise of the Town's power of eminent domain is necessary in this regard, the parties agree that the Town and Plaintiff will each pay 50% of all voluntary or involuntary payments or fees associated with any such eminent domain proceedings;

c. The Town shall re-zone the remainder of the property owned by Plaintiff on which the Park is situated to Residential-12 (hereinafter "R-12") zoning. The re-zoning and the subdivision to be created on the balance of the property shall be

subject to currently existing zoning and subdivision regulations of the Town, but shall not be imposed with any additional subdivision or zoning regulations that may be adopted by the Town subsequent to the date of this Consent Judgment. Plaintiff agrees for purposes of the re-zoning and subdivision to have the balance of the property and the dividing line between the balance of the property and the initial Park surveyed by a registered land surveyor at Plaintiff's sole expense;

d. Plaintiff agrees not to develop or sell lots from the R-12 subdivision on the balance of the property for a period of five years from the effective date of this Consent Judgment. Plaintiff agrees that he will construct as a part of said subdivision a street from the property to West Simpson Street;

e. The Lawsuit will be dismissed with prejudice contemporaneously with the execution of this Consent Judgment with each party to bear their own costs, attorneys fees, and other expenses of litigation;

3. Governing Law. This Consent Judgment shall be construed and interpreted in accordance with the laws of the State of North Carolina and the laws and ordinances of the Town.

4. Comprehension of Document. In entering into this Consent Judgment, the parties represent that the terms of this Consent Judgment have been completely read and explained to them and those terms are fully understood and voluntarily accepted by them. None of the parties have relied on any representations made to them by any other party or by the representative, attorney, agent, servant, or employee of any other party, in entering into and signing this Agreement. The parties hereby warrant that (1) no representations about the nature or the extent of any claims, demands, damages or rights that they have, or may have, have been made to them or to anyone

acting on their behalf to induce them to execute this Consent Judgment; (2) they rely on no such representations; (3) they have fully read and understood this Consent Judgment before signing; and (4) in doing so, they act voluntarily and with full advice of counsel.

5. Representations and Warranties. Plaintiff represents and warrants that he is the owner of the Park, is authorized by it to execute this Consent Judgment on its behalf, and that the Consent Judgment, upon execution by Plaintiff, will bind the Park to the terms set out herein.

6. Dismissal With Prejudice. It is further agreed by the parties that the Lawsuit will be dismissed with prejudice by Plaintiff contemporaneously with the execution of this Consent Judgment.

7. Invalid Provisions. In the event that any provision or portion of this Consent Judgment shall be found to be void or invalid for any reason, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Consent Judgment, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

8. Errors or Mistakes. Should it develop that there are any errors or mistakes, whether legal or factual, and whether mutual or unilateral, which cause this Consent Judgment to be defective or which cause the release of the Town to be defective or less than full and complete, the parties will execute any and all instruments and do any and all things necessary to effectuate a full, final, and complete release of the Town.

9. Entire Agreement. The parties covenant and agree that this Consent Judgment contains the entire agreement between them and that the terms hereof are contractual and not a mere recital. The parties acknowledge that the consideration recited herein constitutes the sole

consideration for this Consent Judgment, and that no other promises, statements, or representations, except as appear herein, have been made by any party (or any agent, attorney, or representative thereof) to any other party so as to induce them to enter into this Consent Judgment.

10. The parties agree that a copy of this Consent Judgment shall be recorded in the office of the Register of Deeds of Alamance County, North Carolina.

11. The parties agree that the effective date of this Consent Judgment shall be November 11, 1999.

12. Except for those matters consented to and adjudicated herein, it is further agreed by the parties and by the Court that the Lawsuit be dismissed with prejudice and the same is hereby dismissed with prejudice as of the date of this Consent Judgment.

Executed this the 4th day of December, 1999.

William L. Osteen
HONORABLE WILLIAM L. OSTEEEN, SR.
UNITED STATES DISTRICT JUDGE

FILED

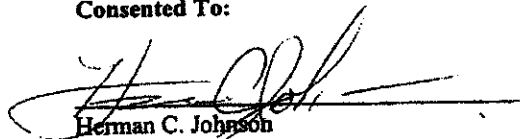
BOOK 1375 PAGE 864

2000 MAR 22 A 9 20


Muriel W. Tarpley, deputy
MURIEL W. TARPLEY
REGISTER OF DEEDS
ALAMANCE COUNTY, NC



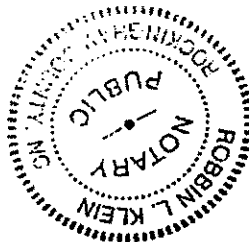
Consented To:


Herman C. Johnson

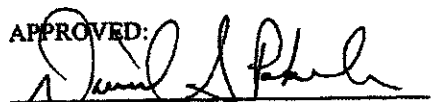
Sworn to and subscribed before me
this 2nd day of December, 1999.


Notary Public

My Commission expires: 10-08-2003



APPROVED:



M. Jay DeVaney, Esq.
David S. Pokela, Esq.
Adams Kleemeier Hagan Hannah & Fouts
Post Office Box 3463
Greensboro, North Carolina 27402
Attorneys for Plaintiff


TOWN OF GREEN LEVEL

By: Algene Tarpley
Mayor

Sworn to and subscribed before me
this 2nd day of December, 1999.


Notary Public

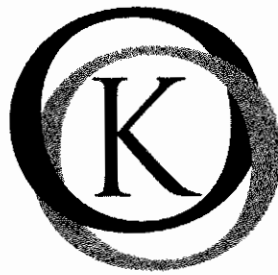
My Commission expires: Jan 2, 2002

APPROVED:

Mark A. Davis

Mark A. Davis
Womble Carlyle Sandridge & Rice, PLLC
P.O. Box 831
Raleigh, North Carolina 27601

Joe L. Webster, Esquire
Post Office Box 2301
Chapel Hill, North Carolina 27515-2301
Attorneys for Defendant



OERTEL
KOONTS
OERTEL PLLC
ATTORNEYS AT LAW

PAUL L. OERTEL, III | F. PAUL KOONTS | GEOFFREY K. OERTEL | DAVID C. STEPHENS

April 18, 2019

Town of Green Level
Dylan Galloway, Town Administrator
Post Office Box 342
Mebane, NC 27302
Via email to dgalloway@greenlevelnc.com

Timothy Ratcliffe, Code Enforcement Officer
Post Office Box 342
Mebane, NC 27302
Via email at tratcliffe@greenlevelnc.com

Re: Green Level Mobile Home Park Inc. subdivision Plat Book 68 Page 214

Mr. Galloway and Mr. Ratcliffe:

Please be advised that Green Level Mobile Home Park, Inc. has retained us to represent them regarding the above referenced subdivision. I expect that you are in receipt of letters from David Holley dated March 14, 2018 and August 28, 2018. We are in receipt of communication from Timothy Ratcliffe to Mr. Roger James dated March 20, 2019 wherein a building permit has been denied for 2641 West Simpson Road (Parcel ID 154295). After researching the Orders entered in Herman C. Johnson v Town of Green Level 1:98CV00998, it is our legal opinion that the denial of this permit violates the Consent Judgment and Amended Consent Judgment entered in that matter.

Based on prior correspondence, it appears that the Town and the Town's legal counsel may not have had all the relevant Orders available to review. The initial Consent Judgment was entered December 9, 1999. However, there was an amended Consent Judgment entered December 23, 2003 that was not included in prior correspondence. I have included a copy of the Consent Motion and Amended Consent Judgment herein for reference. Of course, this information should be available in the Town's files, but we want to be certain to bring this to your attention to permit an appropriate review by legal counsel for the Town.

The Motion to Amend Consent Judgment was filed jointly by the Town and the Plaintiff on December 18, 2003. This motion follows the annexation of the subject property on November 25, 2003 with the Annexation Plat recorded at Plat Book 68 Page 167. The Consent Motion and Amended Consent Judgment describes the deal struck between the Town wherein our client would convey the Pump Station (located on Lot 25) to the Town. In exchange for the Pump Station

property “the Town has agreed to allow Plaintiff to develop and sell lots in his R-12 Subdivision, to be effective upon approval by this Court.” (paragraph 5 of Motion). The Motion was signed by Joe Webster as counsel for the Town. The Amendment to Consent Judgment was signed the Honorable William L. Osteen, Sr. United States District Judge and filed on December 23, 2003. The Amended Consent Judgment contains the same language referenced above. It is important to note that the Amended Consent Judgment was also signed by the Mayor of Green Level, Algene Tarpley, and by Joe Webster, Attorney for Green Level.

As a direct result of this consent Order, the Final Plat of the Subdivision was recorded at Plat Book 68 Page 214 on December 31, 2003, having already been approved by the Mayor and Town Attorney. In compliance with the Order, our client conveyed the Pump Station property (Lot 25 PB 68 Page 214) to the Town on January 9, 2004 as reflected in the enclosed deed at Book 2022 Page 106. I have also enclosed herein a copy of correspondence between Herman Johnson and Quentin McPhatter regarding the account changes for Duke Power and Bell South at the Pump Station.

I should also note that Mr. Ratcliffe’s letter of March 20, 2019 includes reference to the condition of the roads and references section 152.077 of the Town Code. The roads were conveyed to the Town from our client via the Plat recorded at PB 68 Page 214. At the time of recordation in December 2003, the roads met the standards in place as of December 9, 1999. The original Consent Judgment entered by Judge Osteen explicitly states in paragraph 4(c) that the subdivision “shall be subject to the currently existing zoning and subdivision regulation of the Town, but shall not be imposed with any additional subdivision or zoning regulations that may be adopted by the Town subsequent to the date of this Consent Judgment.” As a result of Judge Osteen’s 1999 Order, the code sections referenced by Mr. Ratcliffe do not apply to this subdivision.

I believe in reviewing all of the relevant court records you will reach the same determination that we have, that the subdivision was approved by the Town via the Consent Motion and Amended Consent Judgment entered in Federal Court and signed by the Mayor and Attorney for the Town. That the Town has previously accepted the benefit of the Deed to Lot 25, approved building permits on Lots 1,6,14 and 19, accepted taxes on the individual Lots, and Powell Bill funds on the road. We are requesting that the Town issue the building permit that has been applied for on Lot 5. In addition, to avoid any future confusion, the Town Administrator should confirm in writing that the subdivision is valid, the road has been accepted, and that there is no impediment to the issuance of building permits for these lots. I understand that there has, like in most towns, been employee turnover since 1999 and I do not want our client to bear the legal expense to clarify this matter again in the future.

In the unlikely event you reach a different conclusion after reviewing all the available information, our intention is for file a Motion for Civil Contempt in the pending Federal Court Case seeking an Order directing the Town of Green Level to issue building permits for the lots contained in the subdivision at the request of the current or any future owner. We will also request that upon an Order holding the Town Administrator and Code Enforcement Officer in Contempt for violating a Federal Court Order that the Town be ordered to pay all legal fees associated with the Motion for Civil Contempt.

In addition to the above, we are hereby making a **Public Records Request** for the following items:

1. A copy of all Town Ordinances in effect on December 9, 1999.
2. A copy of all Minutes for the Town of Green Level for 2003 and 2004.
3. All notes and records related to the Annexation approved November 2003 and Consent Judgment entered December 2003.

Please advise if there is a copying charge associated with the production of the records and what day next week we can pick those records up at Town Hall.

I note that prior correspondence in this matter was sent to Marissa West. Based on your January 2019 minutes, it appears that Mr. Eugene Russell has been appointed as Town Attorney. I will certainly be glad to discuss any of these matters with Mr. Russell and send him copies of all correspondence if you will provide me with his email address and contact information.

Sincerely,


F. Paul Koonts

FPK:dln
Enclosures

Motion to Amend Consent Judgment filed December 18, 2003
Includes attachment of original Consent Judgment filed
December 9, 1999

53.

D/COM

IN THE UNITED STATES DISTRICT COURT
 FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
 GREENSBORO DIVISION
 No. 1:98CV00998

DEC 13 1999

DISTRICT OF NORTH CAROLINA
GREENSBORO

HERMAN C. JOHNSON,)
)
 Plaintiff,)
)
 v.)
)
 TOWN OF GREEN LEVEL,)
)
 Defendant.)

**MOTION TO AMEND
 CONSENT JUDGMENT**

NOW COMES, the undersigned counsel for Plaintiff and Counsel for the Town of Green Level and shows the Court as follows:

1. That Plaintiff Herman C. Johnson (hereinafter "Plaintiff") filed a lawsuit against the Town of Green Level (hereinafter "the Town") bearing File No. 1:98CV00998, which was fully settled by Consent Judgment and filed with the Court on December 8, 1999.
2. That pursuant to Paragraph 2(d) of the Consent Judgment filed herein, in pertinent part, Plaintiff agreed not to develop or sell lots from his R-12 subdivision on the balance of the property for a period of five years from the effective date of the Consent Judgment.
3. That since the Consent Judgment was filed herein, Plaintiff and the Town have had additional discussions and both Plaintiff and the Town now desire to revise their Consent Judgment herein.
4. That since the Consent Judgment was filed herein, the Plaintiff has agreed to transfer his right, title and interest to a Pumping Station located on his land to the Town,


which will allow the Town to have more capacity to pump sewage within its corporate limits.

5. That based upon the Plaintiff's agreement to transfer his pumping station to the Town, the Town has agreed to allow Plaintiff to develop and sell lots in his R-12 Subdivision, to be effective upon approval by this Court.

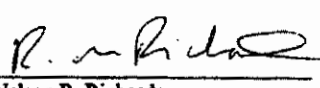
6. That the Plaintiff and Town agree that save and except the pertinent part of paragraph 2(d) of the Consent Judgment filed herein on December 9, 1999, all other terms of the Consent Judgment shall continue to be binding and enforceable against the parties to the same extent as when filed with the Court, including but not limited to that part of paragraph 2(d) which requires Plaintiff to construct as a part of his subdivision a street from his property to West Simpson Street.

7. Plaintiff and the Town agree that a copy of the Amended Consent Judgment shall be recorded in the Office of the Register of Deeds of Alamance County, North Carolina.

Respectfully submitted this the 18th day of December, 2003.

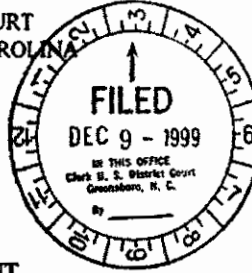


Joe L. Webster
Attorney for Town of Green Level
200 Sanford Road Suite #5
Pittsboro, NC 27312
919-542-5150
State Bar No.: 9026



Nelson R. Richardson
Attorney for Plaintiff
106 South Maple Street Ste. A
Graham, NC 27253
336-229-1151
State Bar No: 6822

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION
No. 1:98CV00998



HERMAN C. JOHNSON,)
)
Plaintiff,)
)
v.)
)
TOWN OF GREEN LEVEL)
)
Defendant.)

CONSENT JUDGMENT

WHEREAS, Plaintiff Herman C. Johnson (hereinafter "Plaintiff") has filed a lawsuit against the Town of Green Level (hereinafter "the Town") which is currently pending in the Middle District of North Carolina bearing File No. 1:98CV00998 (hereinafter "the Lawsuit");

WHEREAS, Plaintiff is the owner of Green Level Mobile Home Park, Inc., formerly known as Gwynn's Mobile Home Park (hereinafter "the Park");

WHEREAS, Plaintiff and the Town wish to resolve all controversies existing between them to avoid the further cost and expense of litigation;

WHEREAS, Plaintiff further agrees that the Town admits no liability of any sort; that the Town continues to vigorously deny any liability whatsoever; and that the release and settlement set out herein is made solely to terminate further controversy with respect to all claims that Plaintiff presently asserts, or might have asserted, against the Town because of the events described herein;

NOW THEREFORE, the parties do hereby consent and agree as follows:

1. Release. In consideration of the terms and agreements set out herein, Plaintiff voluntarily and knowingly executes this Consent Judgment with the express intention of affecting the extinguishment of any and all rights, claims, demands, or obligations which Plaintiff has against

the Town on account of, connected with, or growing out of the matters which were raised, or which could have been raised, in the Lawsuit. Plaintiff does for himself, his heirs and assigns, agents and representatives, hereby RELEASES, ACQUITS, HOLDS HARMLESS, AND FOREVER DISCHARGES the Town and its officials, representatives, council members, agents, servants, employees, officers, directors, commissioners, insurers and attorneys, of and from any and all claims, actions or causes of action, demands, damages (actual, compensatory, and punitive), costs, judgments, expenses, liabilities, attorneys' fees and legal costs, injunctive or declaratory relief, whether known or unknown, whether in law or in equity, whether in tort or in contract, of any kind or character, including, without limitation, claims for violation of 42 U.S.C. § 1983; claims for violation of 42 U.S.C. § 1985; claims for violation of due process rights; claims for violation of equal protection under the law; claims for civil conspiracy; claims for inverse condemnation; claims for lost profits; claims for writ of mandamus; claims for injunctive relief; claims for violations of N.C. Gen. Stat. §160A-383.1; claims for arbitrary and capricious conduct; claims for declaratory relief; claims for discriminatory housing practices; claims for lost development opportunities; claims under N.C. Gen. Stat. §1-253; claims for pain and suffering; claims for violation of 42 U.S.C. § 1988; claims for violation of the North Carolina Constitution; claims for violation of the United States Constitution; claims for a "taking" without just compensation; and any other claims which he now has, or might otherwise have, against the Town, arising as a result of or relating to the matters which form the basis for the Lawsuit, and which were, or could have been, asserted in the Lawsuit. It is the intent of Plaintiff that all claims or matters that are, or might be, in controversy between Plaintiff and the Town are forever put at rest, it being Plaintiff's intention to forever discharge and release all past, present, and future claims against the Town on account of or connected with the

matters which were raised, or which could have been raised in the Lawsuit and for all consequences resulting or potentially to result from Plaintiff's alleged injuries or damages sustained as a result of the aforementioned incidents.

2. Obligations of the Parties.

a. The Town will approve Plaintiff's application for water and sewer services for forty-six (46) additional units (which shall include the six units at issue in the lawsuit captioned 97 CVD 1059) constituting Phase 5 of the Park (making a total of 125 units). The Town agrees that the Order entered by the Alamance County District Court in the lawsuit captioned 97 CVD 1059 shall be released and of no further force and effect with respect to the six unit/lots that were the subject of that order;

b. Plaintiff agrees to construct as a part of Phase 5 a new sewer line from the Park to the Haw River outfall line, utilizing existing rights-of-way of the Town and within or parallel to the Town's easements by which the Town's existing sewer line connects to the Haw River outfall line. If additional easement(s) are needed for the new sewer line, the Town will assist in acquiring such easement(s) by using its power of eminent domain. In the event that the exercise of the Town's power of eminent domain is necessary in this regard, the parties agree that the Town and Plaintiff will each pay 50% of all voluntary or involuntary payments or fees associated with any such eminent domain proceedings;

c. The Town shall re-zone the remainder of the property owned by Plaintiff on which the Park is situated to Residential-12 (hereinafter "R-12") zoning. The re-zoning and the subdivision to be created on the balance of the property shall be

acting on their behalf to induce them to execute this Consent Judgment; (2) they rely on no such representations; (3) they have fully read and understood this Consent Judgment before signing; and (4) in doing so, they act voluntarily and with full advice of counsel.

5. Representations and Warranties. Plaintiff represents and warrants that he is the owner of the Park, is authorized by it to execute this Consent Judgment on its behalf, and that the Consent Judgment, upon execution by Plaintiff, will bind the Park to the terms set out herein.

6. Dismissal With Prejudice. It is further agreed by the parties that the Lawsuit will be dismissed with prejudice by Plaintiff contemporaneously with the execution of this Consent Judgment.

7. Invalid Provisions. In the event that any provision or portion of this Consent Judgment shall be found to be void or invalid for any reason, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Consent Judgment, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

8. Errors or Mistakes. Should it develop that there are any errors or mistakes, whether legal or factual, and whether mutual or unilateral, which cause this Consent Judgment to be defective or which cause the release of the Town to be defective or less than full and complete, the parties will execute any and all instruments and do any and all things necessary to effectuate a full, final, and complete release of the Town.

9. Entire Agreement. The parties covenant and agree that this Consent Judgment contains the entire agreement between them and that the terms hereof are contractual and not a mere recital. The parties acknowledge that the consideration recited herein constitutes the sole

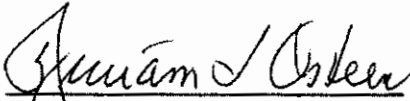
consideration for this Consent Judgment, and that no other promises, statements, or representations, except as appear herein, have been made by any party (or any agent, attorney, or representative thereof) to any other party so as to induce them to enter into this Consent Judgment.

10. The parties agree that a copy of this Consent Judgment shall be recorded in the office of the Register of Deeds of Alamance County, North Carolina.

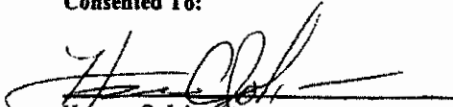
11. The parties agree that the effective date of this Consent Judgment shall be November 11, 1999.

12. Except for those matters consented to and adjudicated herein, it is further agreed by the parties and by the Court that the Lawsuit be dismissed with prejudice and the same is hereby dismissed with prejudice as of the date of this Consent Judgment.

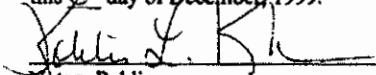
Executed this the 9th day of December, 1999.


HONORABLE WILLIAM L. OSTEEN, SR.
UNITED STATES DISTRICT JUDGE

Consented To:


Herman C. Johnson

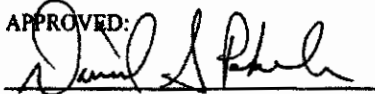
Sworn to and subscribed before me
this 2nd day of December, 1999.


Notary Public

My Commission expires: 10-08-2003



APPROVED:




M. Jay DeVaney, Esq.
David S. Pokela, Esq.
Adams Kleemeier Hagan Hannah & Fouts
Post Office Box 3463
Greensboro, North Carolina 27402
Attorneys for Plaintiff


TOWN OF GREEN LEVEL

By: Algene Tarpley
Mayor

Sworn to and subscribed before me
this 2nd day of December, 1999.


Notary Public

My Commission expires: Jan 2, 2002

APPROVED:



Mark A. Davis
Womble Carlyle Sandridge & Rice, PLLC
P.O. Box 831
Raleigh, North Carolina 27601

Joe L. Webster, Esquire
Post Office Box 2301
Chapel Hill, North Carolina 27515-2301
Attorneys for Defendant

Amendment to Consent Judgment filed December 23, 2003

54.

D/LML

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION
No. 1:98CV00998



HERMAN C. JOHNSON,)
)
) Plaintiff,)
)
) v.)
)
TOWN OF GREEN LEVEL,)
) Defendant.)

**AMENDMENT TO
CONSENT JUDGMENT**

WHEREAS, Plaintiff Herman C. Johnson (hereinafter "Plaintiff") filed a lawsuit against the Town of Green Level (hereinafter "the Town") bearing File No. 1:98CV00998, which was fully settled by Consent Judgment and filed with the Court on December 8, 1999.

WHEREAS, in pertinent part of Paragraph 2(d) of the Consent Judgment filed herein, Plaintiff agreed not to develop or sell lots from his R-12 subdivision on the balance of the property for a period of five years from the effective date of the Consent Judgment.

WHEREAS, since the Consent Judgment was filed herein, Plaintiff and the Town have had additional discussions and both Plaintiff and the Town now desire to revise their Consent Judgment herein.

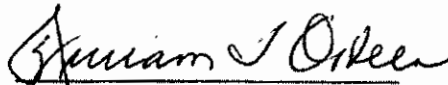
WHEREAS, the Plaintiff has agreed to transfer his right, title and interest to a Pumping Station located on his land to the Town, which will allow the Town to have more capacity to pump sewage within its corporate limits.

WHEREAS, based upon the Plaintiff's agreement to transfer his pumping station to the Town, the Town agrees to allow Plaintiff to develop and sell lots in his R-12 Subdivision, effective upon approval by this Court.


WHEREAS, the Plaintiff and Town agree that all other terms of the Consent Judgment filed herein on December 9, 1999, save and except paragraph 2(d) as set forth herein shall continue to be binding and enforceable against the parties to the same extent as when filed with the Court, including but not limited to that part of paragraph 2(d) which requires Plaintiff to construct as a part of his subdivision a street from his property to West Simpson Street.

WHEREAS, Plaintiff and the Town agree that a copy of this Consent Judgment shall be recorded in the Office of the Register of Deeds of Alamance County, North Carolina.


Executed this the 23 day of December, 2003.


HONORABLE WILLIAM L. OSTEEEN, SR.
UNITED STATES DISTRICT JUDGE

Consented To:


Herman C. Johnson


Sworn and subscribed before me
This 18 day of December, 2003.


Notary Public


My Commission Expires: 2-8-04


TOWN OF GREEN LEVEL

By: Algene Tarpley
Mayor


Joe L. Webster, Esq.
200 Sanford Road Suite #5
Pittsboro, NC 27312
State Bar No.: 9026
Attorney for Town of Green Level

Town Seal


Nelson R. Richardson
106 S. Maple Street Suite A
Graham, NC 27253
State Bar No. 6822
Attorney for Herman Johnson

North Carolina General Warranty Deed
Dated January 6, 2004, recorded January 9, 2004,
in Book 2002 at Pages 106-107

② ac

Book 2022 Page 106
Alamance County, NC
Recorded 01/09/2004 11:02:07am
No 9999-00108902 1 of 2 pages
Muriel W Tarpley, Register of Deeds

Excise Tax: 0 ^{ERK} Recording Time, Book and Page
Tax Map No. _____ Parcel Identifier No. _____

Mail after recording to Grantee Town of Green Level, PO Box 729, Haw River, NC 27258

This instrument was prepared by R. Nelson Richardson, Attorney. (This Deed was prepared at the request of the Grantor based upon information provided by the Grantor and without title examination, survey, or verification of property description.)

**NORTH CAROLINA
GENERAL WARRANTY DEED**

THIS DEED made this 6th day of January, 2004 by and between
GRANTOR

GREEN LEVEL MOBILE HOME PARK, INC.
(A NC corporation)

GRANTEE

TOWN OF GREEN LEVEL

PO Box 729, Haw River, NC 27258

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land in Haw River Township, Alamance County, North Carolina and more particularly described as follows:

9999-00108902

BEING ALL OF LOT NUMBER TWENTY-FIVE (25), containing 0.83 acres, more or less, as shown on plat of Simons Engineering & Surveying, Inc. dated August 11, 2003 entitled "Final Plat Green Level Mobile Home Park, Inc." recorded in PLAT BOOK 68 AT PAGE 214 of the Alamance County Registry to which plat reference is hereby made for a more particular description.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomever except for the exceptions hereinafter stated: **Lot is an unbuildable lot having on it an existing pump station.**

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements properly of record.

IN WITNESS WHEREOF, the Grantor has caused this deed to be signed in its corporate name by its president on the day and year first above written.

GREEN LEVEL MOBILE HOME PARK, INC.

By: [Signature]
Herman C. Johnson, President

NORTH CAROLINA

ALAMANCE COUNTY

I, Tammy T. Richardson, a Notary Public for said County and State, do hereby certify that **Herman C. Johnson, President of GREEN LEVEL MOBILE HOME PARK, INC.**, a NC corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 8 day of January, 2004.

[Signature]
Notary Public

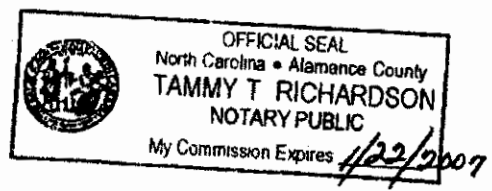
My Commission expires: 1/22/2007

State of North Carolina Alamance County
The foregoing certificate(s) of _____

Tammy T. Richardson

A Notary (Notaries) Public of the Designated Governmental units is (are) certified to be correct.

This the 08 day of Jan, 2004
MURIEL W. TAPLEY [Signature]
Register of Deeds By Assistant/Deputy



170

March 24, 2004 letter from Herman Johnson
to Town of Green level (Quentin McPhatter)
re: Duke Power and BellSouth accounts

Green Level Mobile Home Park, Inc.

822-B E. Hanover Rd.
Graham, NC 27253

Phone: (336) 226-1684
Fax: (336) 226-3733

March 24, 2004

Town of Green Level
P.O. Box 729
Haw River, NC 27258

Attn: Quentin McPhatter

Re: Sewer Pump Station on Sam Gwynn Court

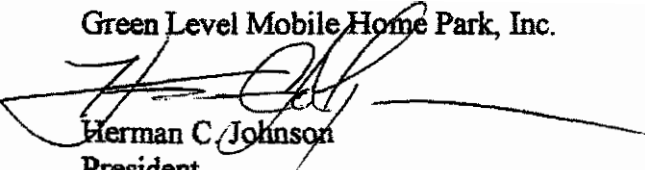
Dear Mr. McPhatter:

I appreciated meeting with you yesterday to discuss the above referenced pump station. As we agreed, the town will be switching the electric power and telephone alarm system from Green Level MHP to the town. Below you will find the account numbers to assist you in switching these accounts. If you need assistance, please feel free to call.

Account Number for Duke Power: 1860105431 (Herman C. Johnson)
Account Number for BellSouth: 336-578-4101 407 1910 (Green Level MHP)

Sincerely,

Green Level Mobile Home Park, Inc.



Herman C. Johnson
President

cc: R. Nelson Richardson

Joe L. Webster



PIEDMONT TRIAD REGIONAL COUNCIL

1398 CARROLLTON CROSSING DRIVE
KERNERSVILLE, NC 27284
(336) 904-0300
MATTHEW L. DOLGE • EXECUTIVE DIRECTOR



August 18, 2020

Mrs. Carissa Graves-Henry
Mayor
Town of Green Level

Dear Mrs. Mayor Graves-Henry:

Thank you for asking the Piedmont Triad Regional Council (PTRC) to assist the Town of Green Level in updating the Zoning Ordinance. The PTRC in consultation with the Town of Green Level proposes to compile required changes to the ordinance to be in compliance with General Statute 160D now effective July 1, 2021.

PROPOSED SCHEDULE – Begin in December 2020 and complete changes by April 2021. These services will be provided remotely from our Kernersville office.

STAFF – Jesse Day, AICP will be the primary PTRC staff member providing the service. Other PTRC staff and sub-contractors may assist as necessary.

BUDGET – The proposed budget is **not to exceed \$2,000** to update the existing zoning ordinance with the following “must take action” changes in the attached checklist. For additional formatting or section updates outside of 160D, those will be billed at a rate of \$75/hr. The Town of Green Level staff will communicate any “may take action” changes necessary to comply with 160D requirements at additional hourly cost.

INDEMNIFICATION – PTRC agrees to indemnify and save harmless Town of Green Level against all claims made for damages which may arise as a result of its work pursuant to this agreement, and understands nothing within this agreement creates or establishes an employer and employee relationship between the parties. Both parties may end this contractual arrangement by providing the other party 30 days written notice.

We appreciate the opportunity to assist Town of Green Level. If the Town concurs with this agreement as described herein and on the attached checklist, please return a signed copy to me via e-mail. Please call me with any questions or suggestions (336.904.0300).

Sincerely,

Jesse Day, AICP
PTRC Planning Director

Mayor

Date

“This instrument has been pre-audited in the manner required by the local government budget and fiscal control act.”

Finance Officer/Clerk

Date

JOHN H WILSON AND SON

Grading and Paving, Inc.

3716 Mt. Zion Church Road

Mebane, N. C. 27302-9501

Tel: 336-578-1916 Fax: 336-578-0006

jhwilson@netpath.net

PROPOSAL

8/12/2020

PROPOSAL FOR: Town of Green Level
--

Birch Street...4" Base Asphalt & 2" Surface Asphalt approximately 134 sy.....\$9,800.00

Brice Court...4" Base Asphalt & 2" Surface Asphalt approximately 165 sy.....\$12,600.00

1: No Warranty.

2: The failure on Brice Court is likely coming from either ground water or a water leak.

53.

D/one

IN THE UNITED STATES DISTRICT COURT
 FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
 GREENSBORO DIVISION
 No. 1:98CV00998

FILED TO 12/18/03

HERMAN C. JOHNSON,)
)
 Plaintiff,)
)
 v.)
)
 TOWN OF GREEN LEVEL,)
)
 Defendant.)

**MOTION TO AMEND
 CONSENT JUDGMENT**

NOW COMES, the undersigned counsel for Plaintiff and Counsel for the Town of Green Level and shows the Court as follows:

1. That Plaintiff Herman C. Johnson (hereinafter "Plaintiff") filed a lawsuit against the Town of Green Level (hereinafter "the Town") bearing File No. 1:98CV00998, which was fully settled by Consent Judgment and filed with the Court on December 8, 1999.
2. That pursuant to Paragraph 2(d) of the Consent Judgment filed herein, in pertinent part, Plaintiff agreed not to develop or sell lots from his R-12 subdivision on the balance of the property for a period of five years from the effective date of the Consent Judgment.
3. That since the Consent Judgment was filed herein, Plaintiff and the Town have had additional discussions and both Plaintiff and the Town now desire to revise their Consent Judgment herein.
4. That since the Consent Judgment was filed herein, the Plaintiff has agreed to transfer his right, title and interest to a Pumping Station located on his land to the Town,

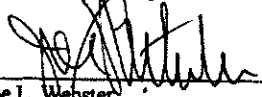
which will allow the Town to have more capacity to pump sewage within its corporate limits.

5. That based upon the Plaintiff's agreement to transfer his pumping station to the Town, the Town has agreed to allow Plaintiff to develop and sell lots in his R-12 Subdivision, to be effective upon approval by this Court.

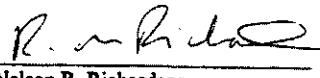
6. That the Plaintiff and Town agree that save and except the pertinent part of paragraph 2(d) of the Consent Judgment filed herein on December 9, 1999, all other terms of the Consent Judgment shall continue to be binding and enforceable against the parties to the same extent as when filed with the Court, including but not limited to that part of paragraph 2(d) which requires Plaintiff to construct as a part of his subdivision a street from his property to West Simpson Street.

7. Plaintiff and the Town agree that a copy of the Amended Consent Judgment shall be recorded in the Office of the Register of Deeds of Alamance County, North Carolina.

Respectfully submitted this the 18th day of December, 2003.

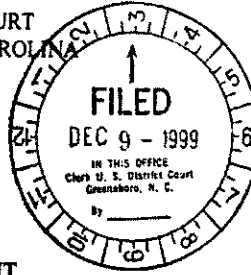


Joe L. Webster
Attorney for Town of Green Level
200 Sanford Road Suite #5
Pittsboro, NC 27312
919-542-5150
State Bar No.: 9026



Nelson R. Richardson
Attorney for Plaintiff
106 South Maple Street Ste. A
Graham, NC 27253
336-229-1151
State Bar No: 6822

IN THE UNITED STATES DISTRICT COURT
 FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
 GREENSBORO DIVISION
 No. 1:98CV00998



HERMAN C. JOHNSON,)
)
 Plaintiff,)
)
 v.)
)
 TOWN OF GREEN LEVEL)
)
 Defendant.)

CONSENT JUDGMENT

WHEREAS, Plaintiff Herman C. Johnson (hereinafter "Plaintiff") has filed a lawsuit against the Town of Green Level (hereinafter "the Town") which is currently pending in the Middle District of North Carolina bearing File No. 1:98CV00998 (hereinafter "the Lawsuit");

WHEREAS, Plaintiff is the owner of Green Level Mobile Home Park, Inc., formerly known as Gwynn's Mobile Home Park (hereinafter "the Park");

WHEREAS, Plaintiff and the Town wish to resolve all controversies existing between them to avoid the further cost and expense of litigation;

WHEREAS, Plaintiff further agrees that the Town admits no liability of any sort; that the Town continues to vigorously deny any liability whatsoever; and that the release and settlement set out herein is made solely to terminate further controversy with respect to all claims that Plaintiff presently asserts, or might have asserted, against the Town because of the events described herein;

NOW THEREFORE, the parties do hereby consent and agree as follows:

1. Release. In consideration of the terms and agreements set out herein, Plaintiff voluntarily and knowingly executes this Consent Judgment with the express intention of affecting the extinguishment of any and all rights, claims, demands, or obligations which Plaintiff has against

the Town on account of, connected with, or growing out of the matters which were raised, or which could have been raised, in the Lawsuit. Plaintiff does for himself, his heirs and assigns, agents and representatives, hereby RELEASES, ACQUITS, HOLDS HARMLESS, AND FOREVER DISCHARGES the Town and its officials, representatives, council members, agents, servants, employees, officers, directors, commissioners, insurers and attorneys, of and from any and all claims, actions or causes of action, demands, damages (actual, compensatory, and punitive), costs, judgments, expenses, liabilities, attorneys' fees and legal costs, injunctive or declaratory relief, whether known or unknown, whether in law or in equity, whether in tort or in contract, of any kind or character, including, without limitation, claims for violation of 42 U.S.C. § 1983; claims for violation of 42 U.S.C. § 1985; claims for violation of due process rights; claims for violation of equal protection under the law; claims for civil conspiracy; claims for inverse condemnation; claims for lost profits; claims for writ of mandamus; claims for injunctive relief; claims for violations of N.C. Gen. Stat. §160A-383.1; claims for arbitrary and capricious conduct; claims for declaratory relief; claims for discriminatory housing practices; claims for lost development opportunities; claims under N.C. Gen. Stat. §1-253; claims for pain and suffering; claims for violation of 42 U.S.C. § 1988; claims for violation of the North Carolina Constitution; claims for violation of the United States Constitution; claims for a "taking" without just compensation; and any other claims which he now has, or might otherwise have, against the Town, arising as a result of or relating to the matters which form the basis for the Lawsuit, and which were, or could have been, asserted in the Lawsuit. It is the intent of Plaintiff that all claims or matters that are, or might be, in controversy between Plaintiff and the Town are forever put at rest, it being Plaintiff's intention to forever discharge and release all past, present, and future claims against the Town on account of or connected with the

matters which were raised, or which could have been raised in the Lawsuit and for all consequences resulting or potentially to result from Plaintiff's alleged injuries or damages sustained as a result of the aforementioned incidents.

2. Obligations of the Parties.

a. The Town will approve Plaintiff's application for water and sewer services for forty-six (46) additional units (which shall include the six units at issue in the lawsuit captioned 97 CVD 1059) constituting Phase 5 of the Park (making a total of 125 units). The Town agrees that the Order entered by the Alamance County District Court in the lawsuit captioned 97 CVD 1059 shall be released and of no further force and effect with respect to the six unit/lots that were the subject of that order;

b. Plaintiff agrees to construct as a part of Phase 5 a new sewer line from the Park to the Haw River outfall line, utilizing existing rights-of-way of the Town and within or parallel to the Town's easements by which the Town's existing sewer line connects to the Haw River outfall line. If additional easement(s) are needed for the new sewer line, the Town will assist in acquiring such easement(s) by using its power of eminent domain. In the event that the exercise of the Town's power of eminent domain is necessary in this regard, the parties agree that the Town and Plaintiff will each pay 50% of all voluntary or involuntary payments or fees associated with any such eminent domain proceedings;

c. The Town shall re-zone the remainder of the property owned by Plaintiff on which the Park is situated to Residential-12 (hereinafter "R-12") zoning. The re-zoning and the subdivision to be created on the balance of the property shall be

acting on their behalf to induce them to execute this Consent Judgment; (2) they rely on no such representations; (3) they have fully read and understood this Consent Judgment before signing; and (4) in doing so, they act voluntarily and with full advice of counsel.

5. Representations and Warranties. Plaintiff represents and warrants that he is the owner of the Park, is authorized by it to execute this Consent Judgment on its behalf, and that the Consent Judgment, upon execution by Plaintiff, will bind the Park to the terms set out herein.

6. Dismissal With Prejudice. It is further agreed by the parties that the Lawsuit will be dismissed with prejudice by Plaintiff contemporaneously with the execution of this Consent Judgment.

7. Invalid Provisions. In the event that any provision or portion of this Consent Judgment shall be found to be void or invalid for any reason, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Consent Judgment, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

8. Errors or Mistakes. Should it develop that there are any errors or mistakes, whether legal or factual, and whether mutual or unilateral, which cause this Consent Judgment to be defective or which cause the release of the Town to be defective or less than full and complete, the parties will execute any and all instruments and do any and all things necessary to effectuate a full, final, and complete release of the Town.

9. Entire Agreement. The parties covenant and agree that this Consent Judgment contains the entire agreement between them and that the terms hereof are contractual and not a mere recital. The parties acknowledge that the consideration recited herein constitutes the sole


consideration for this Consent Judgment, and that no other promises, statements, or representations, except as appear herein, have been made by any party (or any agent, attorney, or representative thereof) to any other party so as to induce them to enter into this Consent Judgment.

10. The parties agree that a copy of this Consent Judgment shall be recorded in the office of the Register of Deeds of Alamance County, North Carolina.

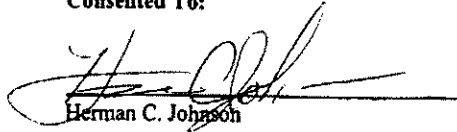
11. The parties agree that the effective date of this Consent Judgment shall be November 11, 1999.

12. Except for those matters consented to and adjudicated herein, it is further agreed by the parties and by the Court that the Lawsuit be dismissed with prejudice and the same is hereby dismissed with prejudice as of the date of this Consent Judgment.

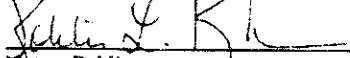
Executed this the 9th day of November, 1999.


HONORABLE WILLIAM L. OSTEEN, SR.
UNITED STATES DISTRICT JUDGE

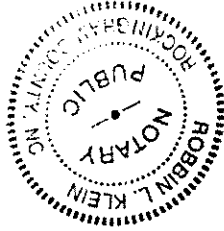
Consented To:


Herman C. Johnson


Sworn to and subscribed before me
this 2nd day of December, 1999.


Notary Public

My Commission expires: 10-08-2003



APPROVED:



M. Jay DeVaney, Esq.
David S. Pokela, Esq.
Adams Kleemeier Hagan Hannah & Fouts
Post Office Box 3463
Greensboro, North Carolina 27402
Attorneys for Plaintiff


TOWN OF GREEN LEVEL

By: Algene Tarpley
Mayor

Sworn to and subscribed before me
this 2nd day of December, 1999.


Notary Public

My Commission expires: Jan 2, 2002

APPROVED:



Mark A. Davis
Womble Carlyle Sandridge & Rice, PLLC
P.O. Box 831
Raleigh, North Carolina 27601

Joe L. Webster, Esquire
Post Office Box 2301
Chapel Hill, North Carolina 27515-2301
Attorneys for Defendant

2020 Powell Bill Street List Green Level, NC

PAVED STREETS

Street	Segment Count	Material	Miles
ALBERT ST	1	Paved	0.11
ANDERSON RD	11	Paved	1.05
ANNA LN	1	Paved	0.01
APPLE BLOSSOM LN	2	Paved	0.13
BASIL HOLT RD	2	Paved	0.28
BEARBERRY TR	1	Paved	0.10
BIRCH DR	2	Paved	0.16
BRICE CT	1	Paved	0.05
CALHOUN PL	1	Paved	0.12
CARTER RD	3	Paved	0.43
DEWITT DR	1	Paved	0.05
DIXON LN	4	Paved	0.31
DONELSON WAY	11	Paved	0.54
E SIMPSON RD	2	Paved	0.42
EVERGREEN AV	4	Paved	0.44
GIDEON PL	1	Paved	0.08
GREEN LEVEL CHURCH RD	4	Paved	0.92
GREEN LEVEL LOOP RD	1	Paved	0.46
GREEN VALLEY BLVD	3	Paved	0.32
GREENWAY ST	2	Paved	0.21
HILLDALE ST	2	Paved	0.21
IRON HORSE LN	4	Paved	0.18
JAMES BOSWELL RD	5	Paved	0.44
LIGGINS CT	1	Paved	0.06
MARTIN MARIETTA DR	1	Paved	0.04
MASON TRC	2	Paved	0.13
MEADOW RIDGE RD	2	Paved	0.14
MICHELLE DR	1	Paved	0.23
MT VERNON RD	1	Paved	0.05
OLD ORCHARD LN	1	Paved	0.12
PA WILL TR	1	Paved	0.17
PILLOW LN	4	Paved	0.63
PINEBROOK DR	4	Paved	0.36
SEWARD PL	2	Paved	0.09
STEAMBOAT LN	3	Paved	0.40
SUMTER CT	2	Paved	0.17
SWANN RD	1	Paved	0.12
TELEGRAPH LN	1	Paved	0.15
W SIMPSON RD	4	Paved	0.42
WYATT RD	6	Paved	0.46
Paved Total			10.76

UNPAVED STREETS

Street	Segment Count	Material	Miles
FLORENCE RD	1	Gravel	0.10
Unpaved Total			0.10

TOWN TOTAL

10.86

2019 Powell Bill Street List

Green Level, NC

PAVED STREETS

Street	Segment Count	Miles
ALBERT ST	1	0.11
ANDERSON RD	11	1.05
ANNA LN	1	0.01
APPLE BLOSSOM LN	2	0.13
BASIL HOLT RD	2	0.28
BEARBERRY TR	1	0.10
BIRCH DR	2	0.16
BRICE CT	1	0.05
CARTER RD	3	0.43
DEWITT DR	1	0.05
DIXON LN	4	0.31
DONELSON WAY	5	0.26
E SIMPSON RD	2	0.42
EVERGREEN AV	4	0.44
FLORENCE RD	1	0.10
GREEN LEVEL CHURCH RD	4	0.92
GREEN LEVEL LOOP RD	1	0.46
GREEN VALLEY BLVD	3	0.32
GREENWAY ST	2	0.21
HILLDALE ST	2	0.21
JAMES BOSWELL RD	5	0.44
LIGGINS CT	1	0.06
MARTIN MARIETTA DR	1	0.04
MEADOW RIDGE RD	2	0.14
MICHELLE DR	1	0.23
MT VERNON RD	1	0.05
OLD ORCHARD LN	1	0.12
PA WILL TR	1	0.17
PILLOW LN	3	0.45
PINEBROOK DR	4	0.36
SUMTER CT	2	0.17
SWANN RD	1	0.12
W SIMPSON RD	4	0.42
WYATT RD	6	0.46
Paved Total		9.25

UNPAVED STREETS

Street	Segment Count	Miles
FLORENCE RD	1	0.10
Unpaved Total		0.10

TOWN TOTAL **9.35**

2018

STREET NAME	Linear Feet	Miles	Additions (LF)	Additions (MI)
-------------	-------------	-------	----------------	----------------

Private Roads

Total	0	0.00	0	0.00

State Maintained Roads

NC 49	9,857	1.87		
Sandy Cross Road	230	0.04		
Total	10,087	1.91	0	0.00

Town Maintained Paved Roads

Basil Holt Road	1,445	0.27		
Albert Street	584	0.11		
Anderson Road	7,221	1.37		
Birch Drive	856	0.16		
Brice Street	260	0.05	260	0.05
Carter Road	2,360	0.45		
DeWitt Road	285	0.05		
Dixon Lane	1,565	0.30		
Donnelson Way	1,140	0.22	1,140	0.22
East Simpson Road	2,200	0.42		
Evergreen Avenue	2,293	0.43		
Green Level Church Road	4,921	0.93		
Green Level Loop Road	2,436	0.46		
Green Valley Blvd.	1,709	0.32		
Greenway Street	1,136	0.22		
Hilldale Street	1,144	0.22		
James Boswell Road	3,540	0.67		
Meadow Road	763	0.14		
Michelle Drive	1,210	0.23		
Mt. Vernon Road	248	0.05		
Old Orchard Lane	615	0.12		
Pa Will Trail	942	0.18		
Pillow Lane	2,240	0.42	2,240	0.42
Pinebrook Drive	1,896	0.36		
Sumpter Courts	913	0.17	913	0.17
Swann Road	583	0.11		
West Simpson Road	4,076	0.77		
Wyatt Road	687	0.13		
Total	49,268	9.33	4,553	0.86

Town Maintained Unpaved Roads

Anna Lane	22	0.00		
-----------	----	------	--	--

2018

STREET NAME	Linear Feet	Miles	Additions (LF)	Additions (MI)
Florence Road	564	0.11		
Sam Gwynn Court	299	0.06		
James Boswell Road	299	0.06		
Total	1,184	0.22	0	0.00

Summary in Linear Feet		
Maintenance	Linear Feet	Miles
Private Roads	0	0.00
Town Maintained Paved Roads	49,268	9.33
Town Maintained Unpaved Roads	1,184	0.22
Total	50,452	9.56
State Maintained Roads	10,087	1.91
Total Street Length	60,539	11.47

2017

STREET NAME	Linear Feet	Miles	Additions (LF)	Additions (MI)
Private Roads				
Total	0	0.00	0	0.00

State Maintained Roads				
NC 49	9,857	1.87		
Sandy Cross Road	230	0.04		
Total	10,087	1.91	0	0.00

Town Maintained Paved Roads				
Basil Holt Road	1,445	0.27		
Albert Street	584	0.11		
Anderson Road	7,221	1.37		
Birch Drive	856	0.16		
Brice Street	260	0.05	260	0.05
Carter Road	2,360	0.45		
DeWitt Road	285	0.05		
Dixon Lane	1,565	0.30		
Donnelson Way	1,140	0.22	1,140	0.22
East Simpson Road	2,200	0.42		
Evergreen Avenue	2,293	0.43		
Green Level Church Road	4,921	0.93		
Green Level Loop Road	2,436	0.46		
Green Valley Blvd.	1,709	0.32		
Greenway Street	1,136	0.22		
Hilldale Street	1,144	0.22		
James Boswell Road	3,540	0.67		
Meadow Road	763	0.14		
Michelle Drive	1,210	0.23		
Mt. Vernon Road	248	0.05		
Old Orchard Lane	615	0.12		
Pa Will Trail	942	0.18		
Pillow Lane	2,240	0.42	2,240	0.42
Pinebrook Drive	1,896	0.36		
Sumpter Courts	913	0.17	913	0.17
Swann Road	583	0.11		
West Simpson Road	4,076	0.77		
Wyatt Road	687	0.13		
Total	49,268	9.33	4,553	0.86

Town Maintained Unpaved Roads				
Anna Lane	22	0.00		
Florence Road	564	0.11		

2017

STREET NAME	Linear Feet	Miles	Additions (LF)	Additions (MI)
Sam Gwynn Court	299	0.06		
James Boswell Road	299	0.06		
Total	1,184	0.22	0	0.00

Summary in Linear Feet		
Maintenance	Linear Feet	Miles
Private Roads	0	0.00
Town Maintained Paved Roads	49,268	9.33
Town Maintained Unpaved Roads	1,184	0.22
Total	50,452	9.56
State Maintained Roads	10,087	1.91
Total Street Length	60,539	11.47

2015

STREET NAME	Linear Feet	Miles	Additions (LF)	Additions (MI)
Anna Lane	22	0.00		
Florence Road	564	0.11		
Sam Gwynn Court	299	0.06		
James Boswell Road	299	0.06		
Total	1,184	0.22	0	0.00

Summary in Linear Feet		
Maintenance	Linear Feet	Miles
Private Roads	0	0.00
Town Maintained Paved Roads	44,715	8.47
Town Maintained Unpaved Roads	1,184	0.22
Total	45,899	8.69
State Maintained Roads	10,087	1.91
Total Street Length	55,986	10.60

2014

Town of Green Level

P.O. Box 342 Mebane, North Carolina 27302

2510 Green Level Church Road, Green Level, North Carolina 27217

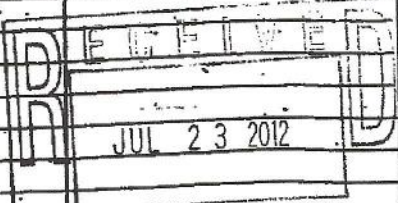
Phone: 336-578-3443

Fax: 336-578-5373

Council Members:

- James Larry McCollum, Mayor
- Michael Trollinger, Mayor Pro Tem
- Remonia Enoch
- Carissa Graves
- Theodore Howard

- Haywood N. Cloud, Jr., Town Administrator
- Sandra McCollum, Town Clerk
- Vernon Law Firm, Town Attorney



Town of Green Level Street Listing and Street Lengths As of July 13, 2004

N.C. DEPT. OF TRANSPORTATION
POWELL BILL PROGRAM

Street Name	Public / Private / NCDOT			Approx. St. Length (Linear Feet)	Approx. St. Length (Miles)
	P	I	NC		
Albert Street	P			572	0.11
Anderson Road	P			4,945	0.94
Angier Trail		I		136	0.03
Apple Blossom Lane	P			1,501	0.28
Basil Holt Road	P			1,428	0.27
Bearberry Trail	P			310	0.06
Birch Drive	P			861	0.16
Carter Road	P			2,350	0.45
Dowitt Drive	P			200	0.04
Dixon Lane	P			1,600	0.30
East Simpson Road	P			2,220	0.42
Evergreen Avenue	P			2,294	0.43
Florence Road		I		399	0.08
Green Level Church Road	P			4,900	0.93
Green Level Loop	P			2,425	0.46
Green Valley Blvd	P			1,711	0.32
Green Way Street	P			1,135	0.21
Half Street	P			195	0.04
Hilldale Street	P			1,138	0.22
Hwy. 49			NC	9,720	1.84
James Boswell Road	P			2,281	0.43
Jiggins Ct.		I		320	0.06
Loetta Trail		I		424	0.08
Manley Trail		I		765	0.14
Meadow Ridge	P			998	0.19
Michelle Drive		I		1,211	0.23
Mt. Vernon	P			230	0.04
Old Orchard Lane	P			639	0.12
Otter Creek Trail	P			622	0.12
Pa Will Trail	P			768	0.15
Pine Brook Drive	P			1,892	0.36
Ray Massey		I		700	0.13
Swann Road	P			598	0.11
Violet Ct.		I		587	0.11
West Simpson Road	P			2,434	0.46
Winding Trail		I		1,200	0.23
Wyatt road	P			3,036	0.58
36 streets			NCDOT =	9,720	1.84
			Public =	43,283	8.20
			Private =	5,742	1.09
			Total Ft. =	58,745	11.13

2013

Town of Green Level

P.O. Box 342 Mebane, North Carolina 27302

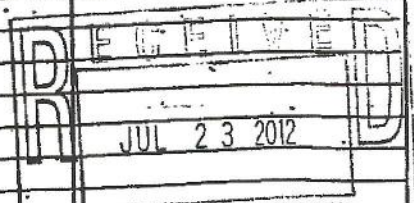
2510 Green Level Church Road, Green Level, North Carolina 27217

Phone: 336-578-3443

Fax: 336-578-5373

Council Members:
 James Larry McCollum, Mayor
 Michael Trollingier, Mayor Pro Tem
 Remonia Enoch
 Carlissa Graves
 Theodore Howard

Haywood N. Cloud, Jr., Town Administrator
 Sandra McCollum, Town Clerk
 Vernon Law Firm, Town Attorney



N.C. DEPT. OF TRANSPORTATION
 POWELL BILL PROGRAM

Town of Green Level Street Listing and Street Lengths As of July 13, 2004

Street Name	Public / Private / NCDOT			Approx. St. Length (Linear Feet)	Approx. St. Length (Miles)
	P	I	NC		
				572	0.11
Albert Street	P			4,945	0.94
Anderson Road	P			136	0.03
Angier Trail		I		1,501	0.28
Apple Blossom Lane	P			1,428	0.27
Basil Holt Road	P			310	0.06
Bearberry Trail	P			861	0.16
Birch Drive	P			2,350	0.45
Carter Road	P			200	0.04
Dewitt Drive	P			1,600	0.30
Dixon Lane	P			2,220	0.42
East Simpson Road	P			2,294	0.43
Evergreen Avenue	P			399	0.08
Florence Road		I		4,900	0.93
Green Level Church Road	P			2,425	0.46
Green Level Loop	P			1,711	0.32
Green Valley Blvd.	P			1,135	0.21
Green Way Street	P			195	0.04
Half Street	P			1,138	0.22
Hilldale Street	P			9,720	1.84
Hwy. 49			NC	2,281	0.43
James Boswell Road	P			320	0.06
Liggins Ct.		I		424	0.08
Loetta Trail		I		765	0.14
Manley Trail		I		998	0.19
Meadow Ridge	P			1,211	0.23
Michelle Drive		I		230	0.04
Mt. Vernon	P			639	0.12
Old Orchard Lane	P			622	0.12
Otter Creek Trail	P			768	0.15
Pa Will Trail	P			1,892	0.36
Pine Brook Drive	P			700	0.13
Ray Massey		I		598	0.11
Swann Road	P			587	0.11
Violet Ct.		I		2,434	0.46
West Simpson Road	P			1,200	0.23
Winding Trail		I		3,036	0.58
Wyatt road	P			9,720	1.84
36 streets			NCDOT =	9,720	8.20
			Public =	43,283	1.09
			Private =	5,742	1.09
			Total Ft. =	58,745	11.13

Tyrone Carter Const.
 2361 Angier Trail
 Burl. N.C. 27217

Job Invoice

SOLD TO: **TOWN of Green Level**
Birch Dr.
Green Level, N.C. 27217

DATE ORDERED 6/31/20	ORDER TAKEN BY
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION	
JOB PHONE	STARTING DATE
TERMS	

QTY.	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK
	Dump asphalt + haul Grade + Form 18' x 60'			
	Pour + finish 5000 P.S.I concrete		\$6500.00	
	(One year warranty)			
TOTAL MATERIALS				

MISCELLANEOUS CHARGES			
LABOR	HRS.	RATE	AMOUNT
TOTAL LABOR			

WORK ORDERED _____

DATE ORDERED _____

DATE COMPLETED _____

CUSTOMER APPROVAL SIGNATURE _____

AUTHORIZED SIGNATURE _____

TOTAL LABOR	
TOTAL MATERIALS	
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	\$6500.00

Donna Davis

From: Eugene Russell <erussell1968@gmail.com>
Sent: Friday, August 21, 2020 3:49 PM
To: cgraves greenlevelinc.com; thoward greenlevelinc.com; renoch greenlevelinc.com; Sandra McCollum; mtrollinger greenlevelinc.com
Cc: Donna Davis; Ida Kleiner
Subject: Green Level Mobile Home Park
Attachments: Motion to amend consent judgment & consent judgment.pdf; Correspondence - 2019-04-18 OKO to Town of Green Level.pdf; Consent Judgment 12091999 (with page 4).pdf

Good afternoon,

Below is set out the email and attachments that I sent out in July. I have added a new copy of the consent order that includes page 4. The other items attached are the same.

I am resending this information to add the missing page 4 and to bring our new Town Administrator and Town Clerk up to date.

I think it is important that we settle the issue of whether the Town has accepted responsibility for maintaining W. Simpson Street and the other streets in the Green Level Mobile Home Park so that we can move forward.

It continues to appear to me that as a result of the federal court litigation and the consent judgment that these streets are the Town's responsibility. However, if there is information that I am not taking into account, please let me know.

With best regards,

Eugene

----- Forwarded message -----

From: Eugene Russell <erussell1968@gmail.com>
Date: Thu, Jul 9, 2020 at 9:51 AM
Subject: Fwd: Green Level Mobile Home Park
To: Carissa Graves (carissagraves@bellsouth.net) <carissagraves@bellsouth.net>, <thoward@greenlevelinc.com>, Remonia Enoch <renoch@greenlevelinc.com>, <smccollum@greenlevelinc.com>, mtrollinger greenlevelinc.com <mtrollinger@greenlevelinc.com>
Cc: sbigelow greenlevelinc.com <sbigelow@greenlevelinc.com>, cgraves greenlevelinc.com <cgraves@greenlevelinc.com>

The Mayor asked me to send out to all Council members the email that I sent in February concerning the Green Level Mobile Home Park and a federal consent order entered into by the Town. A copy of that email and attachments is set out below.

Please let me know if you have any questions.

With best regards,

Eugene

----- Forwarded message -----

From: **Eugene Russell** <erussell1968@gmail.com>

Date: Wed, Feb 12, 2020 at 11:38 AM

Subject: Green Level Mobile Home Park

To: mtrollinger [greenlevelinc.com](mailto:mtrollinger@greenlevelinc.com) <mtrollinger@greenlevelinc.com>

Cc: Carissa Graves (carissagraves@bellsouth.net) <carissagraves@bellsouth.net>, cgraves [greenlevelinc.com](mailto:cgraves@greenlevelinc.com) <cgraves@greenlevelinc.com>

Mr. Trollinger,

As a follow up to our conversation yesterday evening and our phone call this morning, I am attaching a copy of the federal consent orders issued in 1999 in regard to development at the Green Level Mobile Home Park. I will also forward copies of correspondence with Attorney Paul Koontz last year after the town initially declined to issue building permits on the lots in question.

My review of these documents caused me to reach the conclusion that this issue is settled in favor of the Developer and that the Town will be subject to potential federal contempt as well as damages if it tries to reassert the position that it has never approved the subdivision lots, streets and sewer connections.

Shortly, I will forward you copies of correspondence with Attorney Koontz in regard to this issue.

Naturally, I will be glad to discuss this more with you and to bring my file on Thursday.

Please let me know if you have questions.

Eugene

|

--

W. Eugene Russell
Attorney at Law
405 W. Decatur Street
Madison, North Carolina 27025

Phone: (336) 427-0388

Cell: (336) 613-4484

Fax: (336) 548-7032

Email: erussell@weugenerussell.com

This message and attachments thereto contain information from W. Eugene Russell, Attorney that may be confidential, subject to attorney-client privilege and/or subject to the work product doctrine. The information is intended solely for the use of the addressee(s). If you are not an addressee, your disclosure, copying, distribution or use of the contents of this message is prohibited. If this message has been sent to you in error, please notify the sender by return e-mail. Thank you.



GREEN LEVEL TOWN COUNCIL
MEETING DATE: Thursday September 10, 2020

ITEM 8

DEPARTMENT: ADMINISTRATION

TOPIC: TOWN 30th ANNIVERSARY CELEBRATION

PRESENTER: DONNA DAVIS, ADMINISTRATOR

AGENDA ITEM TO BE CONSIDERED	
SUBJECT SUMMARY	<p>Alamance County has contacted the Town with an offer of 2000 cloth face masks for distribution in the Green Level. The County is willing to partner with the Town in an event to distribute the masks and other helpful information to the local community.</p>
REQUESTED ACTION	<ol style="list-style-type: none">1. Request input from Council on the event and date (possibly Saturday September 26 or October 3, 2020)

ATTACHMENTS:



GREEN LEVEL TOWN COUNCIL
MEETING DATE: Thursday September 10, 2020

ITEM 9

DEPARTMENT: ADMINISTRATION

TOPIC: TOWN 30th ANNIVERSARY CELEBRATION

PRESENTER: DONNA DAVIS, ADMINISTRATOR

AGENDA ITEM TO BE CONSIDERED	
SUBJECT SUMMARY	<p>This year marks the 30th anniversary of the Town of Green Level's incorporation and formalization as municipality. The unusual circumstances of the Coronavirus Pandemic have made it difficult for the Town proceed with a typical celebration and events to recognize this milestone in Green Level.</p>
REQUESTED ACTION	<ol style="list-style-type: none">1. Request input from Council on the event and date2. Request authorization to spend funds on an event or activity recognizing the 30th anniversary of the Town of Green Level.

ATTACHMENTS: