



## Agenda

February 9, 2015  
6:00 PM  
City Council Chambers  
200 West Fifth Street

---

Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

---

**I. Call Meeting To Order**

**II. Invocation - Council Member Smith**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

- **Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

**VI. Consent Agenda**

1. Minutes from the January 12 and January 15, 2015 City Council meetings and the September 22, 2014 Joint City Council-Greenville Utilities Commission meeting
2. Resolution stating the intent of the City of Greenville to annex property owned by the City of Greenville on Easy Street for the use and benefit of Greenville Utilities Commission
3. Extension of Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center

4. Resolution approving the extension to the lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center
5. Resolution approving the extension of the lease agreement with the State of North Carolina for the first floor of the Lessie Bass Building located at 1100 Ward Street
6. Resolution approving the extension of the lease agreement with Lucille W. Gorham Intergenerational Community Center, Inc. for the second floor of the Lessie Bass Building located at 1100 Ward Street
7. Resolution approving the extension of the lease agreement with the Little Willie Center, Inc., of Pitt County for the rectory and annex buildings at the Lucille W. Gorham Intergenerational Center
8. Amendments to the Assignment of Classes to Pay Grades and Ranges (Pay Plan) and approval of reclassification and reallocation requests
9. Various tax refunds greater than \$100
10. Budget ordinance amendment #6 to the 2014-2015 City of Greenville budget (Ordinance #14-036) and amendments to the 4th Street Parking Garage Capital Project Fund (Ordinance #13-025) and the Center City Revitalization Capital Project Fund (Ordinance #05-127)

**VII. New Business**

11. Presentations by Boards and Commissions
  - a. Board of Adjustment
  - b. Human Relations Council
12. Contract for professional services for the South Greenville Recreation Center and Park Renovations
13. Ordinance amending the discount rate for the prepayment of property taxes
14. One-Stop Voting Site for 2015 Municipal Election
15. Support of Pitt County's hosting of the 2015 North Carolina Association of County Commissioners Conference

**VIII. Review of February 12, 2015, City Council Agenda**

**IX. Comments from Mayor and City Council**

**X. City Manager's Report**

## **XI. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

- 
- Title of Item:** Minutes from the January 12 and January 15, 2015 City Council meetings and the September 22, 2014 Joint City Council-Greenville Utilities Commission meeting
- Explanation:** Proposed minutes from City Council meetings held on January 12 and January 15, 2015, and a Joint Meeting of the City Council and the Greenville Utilities Commission held on September 22, 2014, are presented for review and approval.
- Fiscal Note:** There is no direct cost to the City.
- Recommendation:** Review and approve minutes from City Council meetings held on January 12 and January 15, 2015, and a Joint Meeting of the City Council and the Greenville Utilities Commission held on September 22, 2014.
- 

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

- [Proposed Minutes of the January 12 2015 City Council Meeting\\_995441](#)
  - [Proposed Minutes of the January 15 2015 City Council Meeting\\_996306](#)
  - [Proposed Minutes of the September 22 2014 Joint City GUC Meeting\\_995514](#)
-

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, JANUARY 12, 2015



The Greenville City Council met in a regular meeting on the above date at 6:00 p.m. in the Council Chambers, third floor of City Hall, with Mayor Allen M. Thomas presiding. The meeting was called to order, followed by the invocation by Mayor Thomas and the Pledge of Allegiance to the flag.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Calvin R. Mercer; Council Member Kandie D. Smith; Council Member Rose H. Glover; Council Member Marion Blackburn; Council Member Rick Smiley; and Council Member Richard Croskery

Those Absent: None

Also Present:

Barbara Lipscomb, City Manager; David A. Holec, City Attorney; Carol L. Barwick, City Clerk; and Polly Jones, Deputy City Clerk

---

**APPROVAL OF THE AGENDA**

---

Motion was made by Council Member Croskery and seconded by Council Member Blackburn to approve the agenda. Motion carried unanimously.

---

**PUBLIC COMMENT PERIOD**

---

Joseph Laffiteau - Roadway Inn & Suites, 301 Greenville Boulevard SE

Mr. Laffiteau stated that he addressed the City Council in the past (at the October 6, November 10 and December 8, 2014 City Council meetings) about a personnel matter regarding the Sheppard Memorial Library. As an update for the City Council, he received a response from Director of Libraries Greg Needham about his concerns as well as a letter from City Attorney David Holec requesting him to meet with them. He is waiting for a response to his letter asking whether he would be allowed to submit a series of questions and to receive answers to those before his meeting with Director of Libraries Needham and City Attorney Holec.

Don Cavellini - 101 Lancaster Drive

Mr. Cavellini made comments about the proposal to change the term of office for the Greenville Mayor and City Council Members from two years to four years, stating that voters should have a chance every two years to express their preferences. If the term of



office is changed, it should not be changed by the General Assembly because enough of home rule has been stolen from the City and other municipalities across the State. Mr. Cavellini stated hopefully, the City Council will involve the residents in the selection process for the new Chief of Police.

He also made comments about the fairness and equity for city employees, stating that the Code Enforcement Division should be taken out from under the Greenville Police Department. That Division does not belong there, and it was not there in the beginning and was put there out of expediency. Code enforcement should be placed within the Housing Division and animal protective services and parking should remain under the Police Department. It should be acknowledged that there are people who have worked in the Code Enforcement Division for 20-22 years and they need to be promoted. Those employees have been passed over too many times and it is questionable why.

Laureen Anderson – 3660 Victoria Lane

Ms. Anderson thanked the City Council for having the State Employees Credit Union-Real Estate (SECU-RE) housing program to be a part of Greenville. Also, Ms. Anderson recognized the work done by a City employee, Code Enforcement Officer Carlton Dawson, two years ago with this State organization to bring this program to Greenville. She stated that Carlton does a good job and he has a heart for all neighborhoods in the City.

Keith Cooper – PO Box 30103

Keith Cooper stated that a few years ago, the Benevolence Corps and Gangs For Gangs introduced a program to curtail violence in communities and to make youth more productive. He challenges the City Council Members to draft anti-violence programs to supplement and complement the praiseworthy anti-violence initiatives of Chief of Police Hassan Aden’s administration. The City should provide jobs for its troubled youth and help nonviolent ex-felons find jobs so that they can care for their families and become productive citizens. He challenges the City Council to formulate a plan to help law enforcement further combat violence and provide meaningful employment for those struggling to pay their bills and to keep their heads above water. He urged the City Council Members to announce their plan to fight violence and to accommodate the City’s youth to the news media and their constituents.

Mr. Cooper commended the City for the substantial progress that has been made on a sound system at the C. M. Eppes Recreation Center, which is one of the more frequently used recreation facilities in the City.

---

**CONSENT AGENDA**

---

City Manager Barbara Lipscomb introduced the following items on the Consent Agenda:



- Minutes from the November 10, December 8, and December 11, 2014 City Council meetings
- Ordinance enacting and adopting Supplement Number 2014-S6 to the City of Greenville Code of Ordinances (Ordinance No. 15-001)
- Contract with International Association of Chiefs of Police for Police Chief Recruitment and Selection Process
- Resolution approving a lease agreement with American Legion Post 160 for property located on the northeast corner of Chestnut Street and North Skinner Street (Resolution No. 001-15)
- Water Capital Project Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission's Water Main Rehabilitation Program Phase I (Ordinance No. 15-002; Resolution No. 002-15)
- Right-of-way encroachment agreement with FRC, LLC to encroach upon the public street rights-of-way of First Street, Pitt Street, and Fifth Street with a fiber optic cable in a conduit
- Disposition of City-owned properties located at 1213 Chestnut Street, 202/204 Cadillac Street, and 1304 and 1306 West Third Street via sealed bid (Removed from the Consent Agenda for Separate Discussion)
- Resolution declaring four vehicles as surplus and authorizing their disposition by public auction (Resolution No. 003-15)
- Ordinance Amending the Fire Lane Ordinance (Removed from the Consent Agenda for Separate Discussion)
- Report on Settlements
- Various tax refunds greater than \$100
- Budget ordinance amendment #5 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and ordinance to establish the South Greenville Reconstruction Capital Project Fund (Removed from the Consent Agenda for Separate Discussion)

Council Member Smith requested that three items be pulled from the Consent Agenda for separate discussion, including the disposition of City-owned properties located at 1213 Chestnut Street, 202/204 Cadillac Street, and 1304 and 1306 West Third Street via sealed bid; ordinance amending the Fire Lane Ordinance; and Budget ordinance amendment #5 to the 2014-2015 City of Greenville budget (Ordinance #14-036), Amendment to the Special



Revenue Grant Fund (Ordinance #11-003), and ordinance to establish the South Greenville Reconstruction Capital Project Fund (Ordinance Nos. 15-004 and 15-005).

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to approve the remaining items under the Consent Agenda. Motion carried unanimously.

---

**CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION**

---

DISPOSITION OF CITY-OWNED PROPERTIES LOCATED AT 1213 CHESTNUT STREET, 202/204 CADILLAC STREET, AND 1304 AND 1306 WEST THIRD STREET VIA SEALED BID

Council Member Smith asked when these city-owned properties are purchased, are they required to be used for a certain purpose. City Manager Lipscomb responded that the City's sealed bid process included that the properties had to be used for affordable housing activities.

Director of Community Development Merrill Flood stated that the Chestnut Street property is an exception because that property is zoned Downtown Commercial Fringe. There is a possibility that the person who submitted the bid for that property would like to use it for additional parking or additional space related to the barbering college.

City Manager Lipscomb stated recently, the City encouraged the Grace College of Barbering to do some paving and reconstruction in that area because their clients and students were parking cars on unpaved surfaces.

Motion was made by Council Member Smith and seconded by Council Member Croskery to approve the sale of 1213 Chestnut Street, 202/204 Cadillac Street, and 1304 and 1306 West Third Street (tax parcel numbers 23784, 07731/08852, 06556, and 06557) based on the winning sealed bids. Motion carried unanimously.

ORDINANCE AMENDING THE FIRE LANE ORDINANCE (Ordinance No. 15-003)

Council Member Smith stated that the citizens should be aware of any changes in this ordinance, although it is already known that citizens should not be parking their vehicles in the fire lanes.

City Manager Lipscomb stated that currently, the City does not have the proper ordinance that regulates the fire lanes. Staff is proposing that the City go through the regular process used for development of City properties through the Technical Review Committee and to amend the ordinance so that the fire lanes run with the land as opposed to with the owners because the owners and businesses change. Staff needs more time to review the existing





City fire lanes at some of the malls and shopping centers, where enforcement is “spotty”, but those concerns are not addressed in this particular ordinance.

Motion was made by Council Member Smith and seconded by Council Member Croskery to approve the ordinance amending the fire lane regulations. Motion carried unanimously.

BUDGET ORDINANCE AMENDMENT #5 TO THE 2014-2015 CITY OF GREENVILLE BUDGET (ORDINANCE #14-036), AMENDMENT TO THE SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003), AND ORDINANCE TO ESTABLISH THE SOUTH GREENVILLE RECONSTRUCTION CAPITAL PROJECT FUND (Ordinance Nos. 15-004 and 15-005)

Council Member Smith stated that any items related to the City’s budget should be transparent.

Financial Services Director Bernita Demery explained that this budget amendment consists of a few budget cleanup items, which include allocating \$1,454 for an adult volleyball league, designating funds for National Night Out at \$3,000, carrying over unused funds to complete the Dickinson Avenue Study at \$78,000, and appropriating federal forfeiture money for the parking garage to put cameras on the 4<sup>th</sup> Street Parking Garage. Staff is requesting amendments to the Special Revenue Grant Fund to appropriate Golden Leaf Foundation grant funds received for a loan program that the City will be setting up a revolving loan fund program of \$539,445. In addition, staff is requesting the City Council’s adoption of a budget ordinance establishing the South Greenville Reconstruction Capital Project Fund (\$200,000).

Council Member Smith asked about the cost for the security cameras. Financial Services Director Demery responded that \$60,000 is from federal forfeiture money for the purchase of security cameras for the 4<sup>th</sup> Street Parking Garage.

Council Member Smith asked if the \$200,000 for the South Greenville Gym is to make sure that the City can use it now. Financial Services Director Demery responded that once it is designed, staff will set up the total construction project depending upon how that is funded.

Council Member Smith asked for more information about the adult volleyball league including when did it start, how did it come up and who can be involved. Director of Recreation and Parks Gary Fenton responded that the program was a donation; therefore, that money has to be brought before the City Council to get it back in the City budget to support that program.

Motion was made by Council Member Smith and seconded by Council Member Croskery to adopt budget ordinance amendment #5 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Special Revenue Grant Fund (Ordinance #11-003) and the budget ordinance to establish the South Greenville Reconstruction Capital Project Fund. Motion carried unanimously.



---

**NEW BUSINESS**

---

PRESENTATIONS BY BOARDS AND COMMISSIONS

Environmental Advisory Commission

Chairperson Scott Anderson acknowledged the City Council Liaison and members of the Environmental Advisory Commission (EAC), and he summarized the following 2014 goals of the EAC.

**2014 EAC Goals**

1. **Identify and deploy five ways in which to engage citizens in environmental sustainability with funding that supports an environmental sustainability project**  
Environmental Survey prepared and completed by Dr. Kimmel and colleagues; Free Boot Friday booth; GTV9; Working to identify new funding sources.
2. **Increase deliberate and intentional engagement with Council & other commissions**  
EAC members review activities of other commissions and report on the potential environmental impacts and opportunities for environmental education
3. **Identify and suggest five ways to reduce volume of our waste**  
Encouraging citizens to reduce their consumption of goods through distribution of Plastic's Brochure and support of City's recycling cart distribution program.
4. **Seek ways to preserve our "liquid gold" (water)**  
Continuing to implement EAC Stormwater Grant Program
5. **Incorporate service learning students from ECU in the pursuit of 2014 EAC goals**  
Utilized a service learning student to develop educational publications for the City's Energy Savings Performance Contract.
6. **Distribute a plastics brochure**  
Distributed brochures developed by the Commission.
7. **Develop an inventory of the City's Public Works' environmental sustainability accomplishments and/or achievements**  
An assessment has been completed by the City but not specific to Public Works.



## 8. Develop a culture of measuring and disseminating the results of EAC's efforts

Accomplished within prior goals.

Chairperson Anderson stated EAC's 2015 priorities are as follows:

- Develop a Strategic Plan
- Promote and expand the EAC grant program (advertising and seeking new funding sources)
  - 2012-2013 Grant Recipient – Wahl-Coates 4-H Group
  - 2013-2014 Grant Recipient – J.H. Rose High School
  - 2014-2015 Grant Recipient – Ridgewood Elementary
- Continue to increase deliberate and intentional engagement with Council and other boards and commissions

### Pitt-Greenville Airport Authority

Chairperson John Banks of the Pitt-Greenville Airport Authority (Authority) and Pitt-Greenville Airport (PGV) Executive Director Jerry Vickers gave a brief overview of things that have occurred over the past 12 months including flight delays and cancellations, fast facts, commercial airline service, and capital improvement projects. Chairperson Banks displayed a graph of the number of cancellations for each month during 2014 and the reasons why PGV has had them. He stated that PGV had some very poor visibility and a lot of fog for the last 30 days. Ice storms occurred January and February 2014, but PGV was open and the Charlotte Douglas International Airport was closed. PGV supplies the fuel, a place to land, and jet bridge, but PGV cannot control the flights coming in because the decision on landing for each flight is up to the US Airways' pilots.

Chairperson Banks stated that PGV is comprised of 1,000 acres and two runways and is capable of handling large jets. Eastern North Carolina gets \$97,270,000 worth of economic impact and \$8,140,000 worth of payroll per year according to a PGV economic impact summary, which is the result of an economic study done by North Carolina State University.

Presently, PGV has only one airline, US Airways Express, which provides five flights daily to and from Charlotte, North Carolina. Currently daily operations reflect three jets and two turboprops. The number in the 2014 passenger traffic trend was up to 3,000.

Executive Director Vickers stated that one of the prime objectives that the Authority has for capital improvement plans is to continue to modernize and upgrade PGV's infrastructure. Over the last five years, PGV has invested \$20 million of federal/state grant funding into infrastructure and \$2.0 million of its funding into infrastructure and equipment upgrades. The most significant project that is ongoing is the Runway 2-20 Extension/Safety Area Improvements. The purpose of this extension is not oriented toward operational capability or larger aircraft. PGV is doing this extension to meet new Federal Aviation Administration (FAA) safety standards regarding safety areas for commercial jet aircraft. At the end of one of PGV's runways that approaches Memorial Drive, PGV should have 1,000 feet of spillover area at the end of the runway and PGV cannot get that because of the wetlands. The



Runway 2-20 extension will be a \$10.2 million project, the design is under construction and this project should be completed in Fall 2015.

Executive Director Vickers stated that a one-year environmental analysis was done and based on FAA noise contour regulations, 16 properties were identified along Haw Drive and Belvoir Road that were eligible to be purchased. Out of 16 parcels, nine of those were purchased, five owners decided not to participate, and two owners wanted to participate, but they experienced some mortgage issues. Toward the northern end of the roadway and the western end of Greenfield Boulevard, up to Fleming Road and the Oak Grove area, where PGV is trying to purchase 26 properties or obtain navigation easements, the issue is mostly the parcels have trees too tall by FAA flight standards. PGV has acquired or obtained easements on 22 of those parcels.

Chairperson Banks gave an overview on the proposed T-Hangars, stating that the land to be used for this development is located near Memorial Drive and already engineered. The design/engineering contract of two corporate hangars was signed last week and the construction completion is early Fall 2015. The prospective tenants have been identified and discussions with them are ongoing.

#### AGREEMENT WITH UPTOWN GREENVILLE FOR INSTALLATION OF THE LIVE UNITED COURTYARD

City Manager Lipscomb stated that the presentation for this item will be given by the City's Economic Development Manager, Carl Rees, and Uptown Greenville's Executive Director, Bianca Shoneman. Executive Director Jim Cieslar of the United Way of Pitt County (United Way) is in the audience this evening.

Economic Development Manager Rees stated that the City's Redevelopment Commission was brought back to life in the early 2000s, and the members have been hard at work in implementing the recommendations in the Center City Revitalization Plan. Within that was the idea that they would go in both the neighborhoods of West Greenville as well as in the Central Business District and beautify areas, make them more walkable, improve the lighting, and make them generally more aesthetically appealing. Much work has been done towards that end. The project being presented to the City Council this evening is one that was borne originally by the Redevelopment Commission, but he is happy to say since that time, the project has taken on a life of its own in a positive way. Funding partners were found including Uptown Greenville and others.

Ms. Shoneman stated that Tax Parcel 18141 is located on West 4<sup>th</sup> Street between Evans and Washington Streets. This city-owned lot has been vacant since 2007 and its market value is \$17,420 as an undeveloped parcel. She gave a brief history of the proposed Live United Courtyard property from when the property was acquired in 2007 by the City of Greenville to the United Way awarding Uptown Greenville \$30,000 and the Redevelopment Commission commitment of \$15,000 towards the project in 2014.



Ms. Shoneman stated that Uptown Greenville's goals for the next three months are receiving the Greenville City Council's approval of the MOU, getting an informal bid out the door in conjunction with the City's Public Works Department, and beginning the construction in March 2015. Uptown Greenville hopes that this courtyard is operational in early July or late August of 2015. Live United Courtyard is a large destination project for the Center City.

Uptown Greenville proposed to the United Way to create an urban recreational area and the uptown "Born Learning Trail" is designed to engage youth and adults in a quality urban experience while simultaneously fostering opportunities to build physical, intellectual, emotional and social strength in families. The United Way actively embraced the nationally acclaimed "Born Learning Trail" as a valuable youth development tool. These trails are interactive action stations that pop up in curious places. The uptown "Born Learning Trail" is proposed to consist of several stations throughout the district to provide parents/caregivers and their children the opportunity to get active and bond. Potential sites for this trail are Pitt County Arts Council at Emerge, Greenville Museum of Art, Go-Science Center, 4<sup>th</sup> Parking Garage, Town Common, Trailhead to the Greenway, Sheppard Memorial Library, City Hall, and the Pitt County Boys and Girls Club. Uptown Greenville was fortunate to find several partners including the United Way of Pitt County, the City's Redevelopment Commission, Public Works Department, and City Attorney's Office, Pitt County Arts and Council at Emerge, and Rivers and Associates.

Ms. Shoneman displayed concept sketches of the Live United Courtyard, and she summarized the following Revenue and Estimated Expense Overviews:

Revenue Overview			
Entity	Cash	In-Kind	Use
United Way	\$30,000		Construction, courtyard
City of Greenville's Redevelopment Commission	\$15,000		Construction, courtyard
Uptown Greenville	\$2,000	\$8,000	Phase 1 site development, project management
Pitt County Arts Council at Emerge		\$1,000	Hand crafted mosaic benches (2)
Rivers and Associates		\$7,000	Design services
Total project	\$52,000	\$16,000	\$68,000



Estimated Expense Overview		
Entity	Cash	Use
Site improvements	\$30,000	Construction, courtyard
Decorative Fencing	\$12,000	Jim Galluchi fencing/entry
Design	\$ 5,000	River's and Associates
Contingency (10%)	\$ 4,000	
<b>Estimated expenses</b>	<b>\$51,000</b>	

Ms. Shoneman stated that these are early estimates and Uptown Greenville has to go out to bid and come back with clearer numbers. Uptown Greenville is hoping to build a destination and its goal is to make sure that Greenville has an 18-hour downtown that caters to all its citizens and to expand that notion through great interactive experiences. The following responsibilities are outlined in a proposed agreement between the City of Greenville and Uptown Greenville:

**Role of the City of Greenville:**

1. Management and coordination of installation of the Project;
2. Procurement of services of a contractor necessary for the installation of the project with funds provided by Uptown Greenville;
3. Procurement of landscape and other materials for the Project with funds provided by Uptown Greenville;
4. Determination of future replacement or repair needs for the project and coordination with Uptown Greenville to determine how needs will be funded;
5. Provision of application of landscape materials associated with normal landscape maintenance activities (fertilizer, lime, herbicides, pesticides);
6. Provision of future replacement or repair of the project to the extent funds are provided by Uptown and allocated by the City;
7. Maintenance of property and liability insurance coverage on the project on the same basis as coverage is maintained on other property owned by the City; and
8. Installation of a plaque that recognizes United Way, Uptown Greenville, and the City.

**Role of Uptown Greenville:**

1. Promotion of the Project;
2. Provision of funding for all material and installation costs associated with construction of the project and design of the project;
3. Provision of funding for installation by a private contractor of landscape mulch once per calendar year for the project;



4. Preparation of design, and technical specifications of the project for the purpose of bidding and contracting for the installation of the project;
5. Reception of requests and scheduling of the use of the Live United Courtyard by persons;
6. Coordination of and payment for any and all artwork associated with the project. The art work for the project must be approved by the City; and
7. Coordination with the City to determine how future replacement or repair needs will be funded.

Ms. Shoneman stated that the agreement went before the Redevelopment Commission last week and the members approved again up to \$15,000 for support of the park, and the project's construction is fully funded by the United Way.

Council Member Croskery asked if all of the businesses adjacent to and surrounding this project are aware and happy with it. Ms. Shoneman responded that Uptown Greenville sat down with property owners because there were questions about drainage, painting walls, mulching up to the abutting buildings, and zero lot lines in the Uptown District. Existing businesses are aware of this project as well.

Council Member Blackburn asked about the gravel at this location. Ms. Shoneman responded that the gravel will be removed and replaced with a yellow brick road.

Motion was made by Mayor Pro-Tem Mercer and seconded by Council Member Blackburn to approve the agreement between the City of Greenville and Uptown Greenville for the construction of the Live United Courtyard.

#### ACCEPTANCE OF GOLDEN LEAF GRANT AWARD FOR PROJECT REVERE

Economic Development Manager Carl Rees stated that, at the request of City Manager Lipscomb, staff will give the City Council at its Planning Retreat a review of the 13 goals in the Economic Development Strategic Plan as well as a review of opportunities that will be available to continue the City's economic development work. In the process of preparing this item, but also working towards that, he was reminded of the City Council's 13<sup>th</sup> goal which reads as follows:

- #13. Foster a proactive culture within the City government that anticipates needs and trends, cultivates new ideas, pursues innovations, and constantly seeks new ways to promote the City's strategic and long-range goals.

The project that will be discussed this evening is a great example of how the City Council and staff have worked with partners within the ideas of that goal.

Staff would like to ask the City Council's acceptance of a grant in the amount of \$539,445 from the Golden Leaf Foundation. This is a nonprofit foundation that was put together by the State of North Carolina in order to receive and then redistribute a large portion of the



funds that come from the master tobacco settlement with the tobacco companies some years ago. They offer a wide range of grant programs ranging from grants to individual students to help them to go to college to project funds and also economic development grants. The grant that the City applied for and received was through the Foundation's Economic Catalyst Program. One of the key things with this program is it must be for job creating economic development projects that are at risk of locating or leaving the State of North Carolina.

The City received this grant to assist a local life science company to grow their company from current full time employment of 12 to 150 over the next four years. Many of the jobs are for people with degree and upper level degrees, and these jobs are for people who can be hired out of East Carolina University, Pitt Community College and other universities in North Carolina and for people who are relocating to North Carolina literally from all over the world bringing their families to Greenville as well. The City will use the funds to purchase equipment, which will then be leased to the company. As that lease is repaid, the City will receive the money and put it into use to capitalize the City's Site Ready grant program.

Economic Development Manager Rees stated that the following are the four steps of the grant administration process:

1. City Council accepts grant from GLF (Tonight)
2. City Council authorizes sole source procurement of six pieces of equipment (Tonight)
3. City Council authorizes lease to the company (February)
4. City Council holds public hearing to authorize economic development assistance in the form of below market rate lease terms. (February)

Council Member Smiley asked that staff recognize the other individuals who were involved with this outstanding, innovative and interesting work. Economic Development Manager Rees responded that the chief writer of the grant is Project Coordinator Tom Wisemiller of the City's Office of Economic Development. Some of the outside agencies that assisted the City include the North Carolina Eastern Alliance and North Carolina Biotechnology Center.

Motion was made by Council Member Smith and seconded by Council Member Glover to accept the Golden Leaf Grant award in the amount of \$539,444.67. Motion carried unanimously.

#### CONSIDERATION OF SOLE-SOURCE EQUIPMENT PURCHASE IN SUPPORT OF PROJECT REVERE

Motion was made by Council Member Smith and seconded by Council Member Glover to award sole source contracts to vendors described herein, contingent upon the equipment lease terms and contract being approved by the Golden Leaf Foundation and the terms of





that lease and contract being executed by the company in pursuance of Project Revere.  
Motion carried unanimously.

### LEGISLATIVE INITIATIVES FOR THE 2015 SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY

City Attorney Dave Holec stated that the North Carolina General Assembly will convene on Wednesday, January 14, 2015. Traditionally, the City Council has chosen this time of the year to develop the City's legislative initiatives for the upcoming session. As a reminder, Greenville is part of the group of other cities with the North Carolina League of Municipalities and Mayors Coalition where there is legislative lobbying done on behalf of the City and also all of the other cities in the State. There are actually 540 member cities, towns and villages that are represented by the North Carolina League of Municipalities. In early to mid-December, they establish their legislative initiatives. A copy of that information is provided within the agenda material for the City Council.

The following are potential legislative initiatives for the City Council to consider for this session:

- Additional Municipal Revenue Sources Including a Replacement Revenue Source for Privilege License Tax

Support efforts to grant additional authorities to cities to implement new revenue sources including a revenue source to replace the significant revenue lost by the elimination of the privilege license tax. The available revenue sources for cities are limited. Consideration should be given to grant more flexibility to cities in funding their services. The authority of cities to levy privilege license taxes has been eliminated commencing in FY 2015-16 except for beer and wine taxes specifically authorized by statute. This was a significant revenue source for the City of Greenville with there being a loss of approximately \$535,485 for FY15-16 in addition to the approximately \$592,000 lost as a result of a legislative change effective for FY 14-15. Although this revenue source has been lost, there has been a commitment made by some of the members of the General Assembly that they will work with local governments during this session to find a resolution that will address the lost revenue.

The consensus of the City Council was to pursue this legislative initiative.

- Economic Development Incentives

Support enactment of legislation which will provide additional incentives which promote economic development including preserving the State Historic Rehabilitation Tax Credits and Mill Rehabilitation Tax Credits and the creation of a fund to provide loans to local governments for the development of site infrastructure. The legislation which authorized the State Historic Rehabilitation Tax Credit and Mill Rehabilitation Tax Credit sunset on January 1, 2015. Preserving these credits will provide an additional tool to promote economic development projects. The State Historic Rehabilitation Tax Credit is available



for qualified rehabilitation expenses of a certified historic structure. The Mill Rehabilitation Tax Credit is available to a site which (a) was used as a manufacturing facility or for purposes ancillary to manufacturing, as a warehouse for selling agricultural product or as a public or private utility; (b) is a certified historic structure or a State-certified historic structure; and (c) has been at least 80% vacant for a period of two (2) years. Additionally, bills have been introduced in recent sessions which provided for a fund, to be administered by the Department of Commerce, for subsidized loans to local governments to finance site development for business to stimulate economic activity and create new jobs. The attraction of new and expanding business and industry projects is facilitated by having quality sites available.

The consensus of the City Council was to pursue this legislative initiative.

- State Transportation Bonds

Support the proposal for the State to issue transportation bonds. There are transportation improvement projects which are needed throughout the State including some in eastern North Carolina. Governor McCrory has proposed the issuance of statewide transportation bonds in order to fund these improvements. The issuance of such bonds would benefit the City of Greenville and the region.

The consensus of the City Council was to pursue this legislative initiative.

- Parks and Recreation Trust Funding Source

Support legislation to restore a dedicated funding source for the Parks and Recreation Trust Fund. This Trust provides funding for land acquisition and development of municipal recreation facilities. The City of Greenville has benefited from this Trust Fund in the Drew Steele Center and the Aquatics and Fitness Center. Restoration of a dedicated funding source will maintain the significant benefits of this Trust Fund.

The consensus of the City Council was to pursue this legislative initiative.

- East Carolina University Initiative for The Brody School of Medicine

Support East Carolina University in its efforts to seek State funding and policy changes that promote the fiscal sustainability of The Brody School of Medicine. It is the mission of The Brody School of Medicine to educate North Carolinians as health care providers for North Carolina and to provide access to care for the underserved in eastern North Carolina. Growing financial challenges for ECU's medical school mirror those of community-based medical schools nationwide. The Brody School of Medicine is now 72% self-funded (up from 38% in 1990) through its clinical practice, ECU Physicians. Securing revenue streams for medical education as well as care delivery is vital to its survival. Although legislation was enacted during the 2014 Session which promotes the School of Medicine's fiscal sustainability, there remains a need to continue to consider



measures which would promote the fiscal sustainability of The Brody School of Medicine.

The consensus of the City Council was to pursue this legislative initiative.

- Amendment to Council Terms of Office

Information has been provided to the City Council previously concerning the process for a Charter amendment to extend the length of City Council terms. The two-year terms of office of the Mayor and Council Members are established by the City Charter. A possible change would be to amend the terms to staggered, four-year terms of office. One method to amend this provision of the Charter is by an act of the General Assembly. Discussion on the possibility of pursuing a Charter amendment will be scheduled to occur during the City Council Planning Session.

City Attorney Holec explained the alternative methods of pursuing a charter amendment to extend the length of the Mayor and City Council terms. He also explained the disadvantages and advantages of same.

Council Member Smiley stated that many people would definitely want to have input on this potential legislative initiative and he presumes that the discussion at the Planning Session will be part of an agenda. It will be clear when that discussion will happen and the public is welcomed to attend the Planning Session.

Mayor Pro-Tem Mercer asked whether there is a historical trend for the cities that have staggered four-year or two-year terms. City Attorney Holec responded that he received information from the School of Government and he will look at how that trend is.

Mayor Pro-Tem Mercer stated that he has no interest in having the State legislature or the City Council to do the Charter amendment on the terms of office issue without a strong sense of what the public wants.

Council Member Blackburn asked whether the City Council is at the point of asking Raleigh for permission to do something, when the City Council does not know what it is yet. City Attorney Holec responded that the City Council is not at that point and the City Council Members will have that discussion at its Planning Session to see if they have reached that point and make a determination. The City Council has to be comfortable with making that request to the General Assembly.

Council Member Smiley asked in all circumstances, if a longer term will only be earned by someone who won another election and no one will have their term extended while they are sitting on the City Council. City Attorney Holec responded that is correct.



Safe Streets (An Added Potential Legislative Initiative)

Mayor Thomas stated that the City is making great strides forward as a Safe Street community. Literally, the City has areas where baby carriages are pushed and citizens are walking down the fifth lane of major intersections and there are no safe places across the City's roads. He would like to add to the City's legislative agenda the support for safe streets, crosswalks, sidewalks and walkability where the City does not have sidewalks competing with bridges and roads for money. That is something that the City should lobby its legislative contingent to support and push a potential bill related to safe streets not obviously in only this community, but across North Carolina.

City Attorney Holec stated that if there is general support of the City Council, he could develop something for that initiative and bring it back to the City Council on Thursday along with the other legislative initiatives.

It was the consensus of the City Council to pursue the Safer Streets Initiative.

---

**REVIEW OF JANUARY 15, 2015 CITY COUNCIL AGENDA**

---

The Mayor and City Council reviewed the agenda for the January 15, 2015 City Council meeting.

---

**COMMENTS BY MAYOR AND CITY COUNCIL**

---

The Mayor and City Council made comments about past and future events.

---

**CITY MANAGER'S REPORT**

---

City Manager Lipscomb stated that she will make sure that the information about a groundbreaking for the Lincoln Park Affordable Housing Kickoff will be placed on the Mayor's and City Council Members' calendars. Also, City Manager Lipscomb made a public farewell to Chief of Police Hassan Aden.

City Manager Lipscomb stated that today, Chief of Police Aden attended a press conference and presented some of the City's preliminary crime statistics for 2014 and she asked that he present those to the City Council this evening.



### Presentation on Preliminary Crime Statistics for 2014

Chief of Police Hassan Aden reported that in March 2013, the Greenville Police Department set in motion its 2014, 2015 and 2016 Strategic Plan, which was presented to and approved by the City Council. That plan is historic in many ways. It was the first time that GPD used the community to develop strategic goals and to develop what activities that department would take on over the next three years. To increase the quality of life and to increase public safety were the two simple things that GPD wanted to accomplish.

There are two pieces regarding public safety, traffic and pedestrian safety and crime numbers. Chief of Police Aden stated that Violent Part 1 Crimes (homicide, aggravated assault, robbery and sexual assault) from 2013 to 2014 are down 13.7 percent. The second piece is Property Part 1 Crimes and they are down 4.6 percent and Other Larceny is up at 8 percent. An overall reduction of 5.77 percent is a lot of numbers and that impacts a lot of people. That is 300 fewer Part 1 Crimes in the City. There is a 13 percent reduction in Total Crashes, a 10 percent increase in Reportable Crashes (300 more reportable accidents) and a 61 percent reduction in non-reportable accidents. That culminates to 13 percent and GPD's goal was reducing those accidents by 10 percent in the life of the Strategic Plan, which is a three-year plan. GPD achieved that goal in the first year.

The actual numbers show reductions in homicide, rape and burglary and an increase in larceny. Burglary is a remarkable accomplishment because in this City with a transient nature of students, burglary has plagued Greenville ever since Greenville started to keep statistics. The homicide rate is the lowest homicide rate in the City of Greenville in 20 years. The 13.7 percent decrease in violent crime was due to focused deterrence, implementation of data driven approaches to crime and safety, establishment of crime reduction initiative areas, zoned policing strategy, increased community engagement, lowered community tolerance for homicide, and the change in investigation strategies.

Greenville's homicide arrest rate is 93 percent and the national average is 61 percent. Therefore Greenville is off the charts in terms of how efficiently GPD resolved these. Staff wishes that it was zero percent and there were no homicides, but when they do happen, GPD closes them quickly and efficiently.

Chief of Police Aden stated there is a lot more commerce in the City and many stores and with the economic situation, people are still struggling contributing to some of these larceny increases. The crash data is remarkable. In 2014, Greenville had zero crashes with fatalities and zero vehicle crashes with pedestrian fatalities in the City, which are the lowest since Greenville began keeping statistics. Public awareness, safe communities coalitions doing a lot of training and working with teen, college, and elderly drivers, using the approaches that GPD took with crime and using those same approaches with traffic, data driven in terms of mapping out where are the problem areas and actually putting enforcement and public awareness combinations and equal dosage of each in these areas begun to drive everything down. This is remarkable and involves a lot of deliberate actions, some level of luck and some great medical care at the Vidant Health Center, where medical teams have surprised GPD with reviving the lives of people.



The public may be confused in terms of the FBI numbers that are published in October and those are these numbers that were presented this evening. GPD submits them to the FBI for their submission and then they come back out. Changes are made to the numbers only if certain cases are reclassified, some larcenies may go under robberies and vice versus, and some cases may be unfounded and come off. That happens in the next few months, the change is less than 1 percent, and GPD's numbers are accurate.

Mayor Thomas asked Chief Police Aden to talk about the tremendous Command Staff that is executing these philosophies on a day-to-day basis.

Chief of Police Aden stated that it is not only the Command Staff. When GPD made all of these changes, staff was very deliberate to put all levels of the organization in committees that came up with what was determined in that strategic planning and how GPD was going to do it. A lot of the planning was determined in-house and GPD is fortunate to have an incredible staff. Without their full commitment to change culture into a set of new initiatives and to help develop them, not much changes. Also, the community supports the things that GPD is doing in many ways and many cities do not have that public support and trust. GPD is in great shape and so is the City of Greenville. This is the kind of exit that he could only hope for and that is to leave the department that he has grown to love and to leave people behind that are capable and trained. The Interim Chief of Police piece is not a worry for him because Ted Sauls is very capable and incredibly talented, he has worked with him nearly every day for the last two years, and there is no question in his mind that someday he will be the Chief of this department.

---

**ADJOURNMENT**

---

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 8:15 p.m.

Respectfully Submitted

Polly Jones  
Deputy City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, JANUARY 15, 2015



A regular meeting of the Greenville City Council was held on Thursday, January 15, 2015 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 7:00 pm. Mayor Pro-Tem Mercer gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Calvin R. Mercer, Council Member Kandie Smith, Council Member Rose H. Glover, Council Member Marion Blackburn, Council Member Rick Smiley, and Council Member Richard Croskery

Those Absent:

None

Also Present:

City Manager Barbara Lipscomb, City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

---

**APPROVAL OF THE AGENDA**

---

City Manager Barbara Lipscomb requested that discussion of public improvements be added to the agenda.

Upon motion by Council Member Croskery and second by Council Member Glover, the City Council voted unanimously to adopt the agenda with the recommended addition.

---

**SPECIAL RECOGNITION**

---

**POLICE DEPARTMENT'S AWARDS FOR NATIONAL NIGHT OUT AGAINST CRIME**

City Manager Lipscomb stated the Greenville Police Department has received two awards in relation to activities for National Night Out, which was held on August 5, 2014. She presented both awards to Captain Chris Ivey.

The first award was given by the National Association of Town Watch in recognition of outstanding participation in America's Night Out Against Crime. Lt. Susan Bass developed and submitted the award application on behalf of the Police Department.



The second award is from the US Department of Justice, Office of Community-Oriented Police Services, who selected our photo as winner of the 2014 Community Policing and Action Photo Contest. The photo was taken by Public Information Officer Kristen Hunter and features Deputy Chief Ted Sauls and Officer Adam Leggett hanging out with some neighborhood children during the 2014 National Night Out. Only 12 departments nationwide were chosen as contest winners.

---

## APPOINTMENTS

---

### APPOINTMENTS TO BOARDS AND COMMISSIONS

#### Affordable Housing Loan Committee

Council Member Blackburn continued all appointments.

#### Board of Adjustment

Mayor Pro-Tem Mercer made a motion to appoint Hershel Jim Watts to fill an unexpired term that will expire June 2015 and to enact the Order of Elevations process outlined in the City's Board & Commission Policy. Council Member Croskery seconded the motion and it was carried unanimously.

#### Greenville Bicycle & Pedestrian Commission

Council Member Smiley made a motion to reappoint Ashley Breedlove, Patrick Harris and Robert Turner to first three-year terms that will expire January 2018 and to appoint Maribeth Wicoff to a first three-year term that will expire January 2018. Council Member Croskery seconded the motion and it carried unanimously.

#### Historic Preservation Commission

Council Member Smith continued all appointments.

#### Human Relations Council

Council Member Glover continued all appointments.

#### Police Community Relations Committee

Council Member Croskery continued the appointment of Aaron Lucier's seat.

#### Public Transportation and Parking Commission

Council Member Croskery continued all appointments.





### Youth Council

Mayor Pro-Tem Mercer made a motion to appoint Nicole Jones to fill an unexpired term that will expire September 2015. Council Member Croskery seconded the motion and it carried unanimously.

---

### **NEW BUSINESS**

---

### **PUBLIC HEARINGS**

#### ORDINANCE TO ANNEX NORTH GREEN COMMERCIAL PARK, LOT 4, INVOLVING 12.490 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF STATON HOUSE ROAD AND 250+ FEET WEST OF NORTH MEMORIAL DRIVE – (Ordinance No. 15-006)

Community Development Director Merrill Flood showed a map depicting the proposed annexation area, which is located within Belvoir Township in voting district #1. The property is currently vacant with no population. No population is estimated at full development. Current zoning is CH (Heavy Commercial), with the proposed use being 162,000+/- square feet of commercial space. Present tax value is \$843,075, with tax value at full development estimated at \$17,043,075. The property is located within Vision Area A.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:09 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:10 pm.

Council Member Smith moved to adopt the ordinance to annex North Green Commercial Park, Lot 4, involving 12.490 acres located along the northern right-of-way of Staton House Road and 250+ feet west of North Memorial Drive. Council Member Croskery seconded the motion, which passed by unanimous vote.

#### ORDINANCE TO AMEND THE ZONING ORDINANCE BY ADDING LIVE PERFORMANCE THEATERS AS AN ALLOWED LAND USE WITHIN THE CD (DOWNTOWN COMMERCIAL) ZONING DISTRICT, SUBJECT TO AN APPROVED SPECIAL USE PERMIT, AND ESTABLISHING SPECIFIC CRITERIA

Community Development Director Flood stated this item comes about as a result of work to revive the uptown and market the former White's Theater to interested redevelopers to create a live entertainment or theater venue in the uptown area. This facility used to be the Park Theater. It has since been purchased by the City in hopes of revitalizing it. The Redevelopment Commission issued a call for developers and is in the process of working



with one submitter that seems to have a business model that might work in that facility for a live entertainment venue. There are many similarities between land uses so staff had to work to first determine if this is allowed by Greenville's City Code. Sometime in the early 1990's, the theater option was removed as a permitted or special use in the downtown commercial district. This amendment would allow live performance theaters in the CD (Downtown Commercial) zoning district through a special use permit. It would also establish specific criteria for live performance theaters. This amendment could potentially satisfy two issues as it is known that East Carolina University has future plans to include a performing arts center in this general vicinity.

Staff had to consider the characteristics of live performance venues and define how those differ from some other similar uses such as public or private clubs. One of the major factors affecting public or private clubs in this location would be a spacing requirement. Many other cities treat a live performance venue as a public or private club, but staff feels Greenville needs a hybrid application with a distinction made between the two by operating characteristics.

The text amendment defines a Live Performance Theater as a facility for holding live performances, motion pictures, plays and live music through the sale of tickets and allows banquets as an accessory use. Such use is limited to its location, size and operation in accordance with the provisions of Section 9-4-86.RR.

The definition makes this a different sort of model because one purchases a ticket to see a live event. There are limitations on size – it must be not less than 5,000 sq. ft. – and it allows special events such as banquets, but without a cover charge allowed. It does not permit televised events, disc jockey based events, dance parties, raves, etc. It does allow a full-service bar as an accessory use.

There are other portions of the zoning ordinance that would need to be amended, such as the spacing between public or private clubs if it were classified as a public or private club.

While the Planning and Zoning Commission unanimously voted at its December 16, 2014 meeting to recommend approval, the Redevelopment Commission and the potential developer do have some concerns because of the potential developer's preference to be able to have pre-recorded music at the venue.

Mayor Thomas asked if it is necessary to move forward on this at the present time if there are still unanswered questions.

Director Flood stated at the time the proposal was submitted, the goal was to insure the provisions were in the ordinance. He stated he did not feel a delay of another thirty days would be an issue, but being that the City has entered into negotiations with the potential developer, those provisions will be an important aspect of the buyer's financing agreement.



Council Member Smith stated she was at the Redevelopment Commission's meeting and it was clear that the buyer had some concerns. She feels they would want the City to take a closer look at it. One issue was the recorded music. If someone is putting on a play, but does not have someone to sing live – all of their music is pre-recorded – wouldn't this proposal exclude them?

Director Flood stated no, because the primary use would be the play. This restricts recorded music from being the sole performance because that would make them no different from a public or private club.

Council Member Smith asked if the theater has theater seating or open floor space.

Director Flood stated their model has moveable seating. They could also have telescoping seating that will go flat against a wall.

Council Member Smith asked if this being a ticketed event would make them different from a public or private club.

Director Flood stated this is where the distinction becomes a gray area. It could be in the definition, but the net result is whether you pay in advance for a ticket or at the door for a cover charge, you are still paying to get in.

Council Member Blackburn expressed a desire to be supportive since there is interest in the facility, but if that is not yet the will of the City Council, she would not be hasty.

Mayor Thomas asked if the interested buyer was the Lincoln Theater Group, and if so, don't they operate similar facilities in Raleigh.

Director Flood stated the Mayor was correct, and in Raleigh, they are classified as a public or private club.

Council Member Croskery said by the stated definition, the facility would not be able to broadcast the Super Bowl, but one of the new uses for a facility of this nature is for simulcasting events. He stated he can go to the Regal Theater on Saturday and watch the Metropolitan Opera with a group of his friends. That is a live performance, but it's being done elsewhere. It has recorded music since it's coming over the airwaves, but yet it's being performed live. Motion pictures, which are pre-recorded, are allowed. This seems to be another gray area. He said he wonders if there are others that may warrant more attention before adopting an ordinance.



Council Member Glover stated this building has been here for a long time with no interest. She would be afraid they potential buyers may lose momentum and decide they cannot work in Greenville. The building needs to be used.

Mayor Thomas asked if it was necessary to hold the public hearing if the item was referred back to Planning and Zoning.

City Attorney Dave Holec stated the Council could hold the public hearing, or choose not to do so if the item was being referred back to Planning and Zoning or continued.

Mayor Thomas asked if anyone was present who wished to speak in a public hearing on this item and no one responded.

Council Member Smiley moved to refer this item to Planning and Zoning for further review and revision to distinguish this use from a public or private club, while allowing its development as a viable venue, with input from the Redevelopment Commission, Uptown Greenville and the potential buyer. Mayor Pro-Tem Mercer seconded the motion, which passed by unanimous vote.

RESOLUTION TO CLOSE A PORTION OF GREENPARK DRIVE – (Resolution No. 004-15)

Public Works Director Kevin Mulligan presented a resolution to close a portion of Greenpark Drive, stating that the closure was requested by Stow Management, Inc., who owns all land adjacent to the closure area.

Mayor Thomas declared the public hearing for the proposed street closing open at 7:37 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:38 pm.

Council Member Smith moved to adopt the resolution to close a portion of Greenpark Drive. Council Member Glover seconded the motion, which passed by unanimous vote.

RESOLUTION TO CLOSE A PORTION OF LAWRENCE STREET – (Resolution No. 005-15)

Public Works Director Kevin Mulligan presented a resolution to close a portion of Lawrence Street, stating that the closure was requested by East Carolina University, which has acquired the Wendy's property and the Baptist Student Union which adjoin the street.

Mayor Thomas declared the public hearing for the proposed street closing open at 7:42 pm and invited anyone wishing to speak in favor to come forward.

Scott Buck – No Address Given



Mr. Buck stated that the University is asking that this portion of the street be abandoned so that it can become part of the footprint for the new student parking deck.

Hearing no one else wishing to speak in favor, Mayor Thomas then invited comment in opposition. Hearing none, Mayor Thomas closed the public hearing at 7:42 pm.

Council Member Croskery moved to adopt the resolution to close a portion of Lawrence Street. Council Member Glover seconded the motion, which passed by unanimous vote.

### **PUBLIC COMMENT PERIOD**

Mayor Thomas opened the public comment period at 7:43 pm, explaining procedures which should be followed by all speakers.

#### **Nancy Colville – No Address Given**

Ms. Colville stated she is opposed to changing terms for the City's elected officials. She feels the matter needs to be discussed in an open meeting where the public is watching and that each elected official needs to state his/her reason for feeling a change is needed. Past Councils that she can remember have always had continuity. There are programs that have been ongoing for many years, so when the reason is for continuity, she is confused by that. What concerns her is that four years can be a long time and much damage can be done if the wrong people are elected. By damage, she means tax rates, fees, and the staff who serve at the pleasure of the mayor and city council. Do not go into the Planning Session to discuss this. This has been discussed many times and the citizens have always been against it. Ms. Colville also stated she feels the Planning Session should be televised.

#### **Keith Cooper – PO Box 30103, Greenville**

Mr. Cooper stated he wanted to extend an open invitation to a program called Emotions Anonymous. Often people feel stressed, worried, angry, resentful, defeated or distressed, but there is hope out there for these individuals. Emotions Anonymous is a program that is supported by The Benevolence Corps, the organization that he represents, and it is the only local program of its kind. The organization has been in existence since 1971. The meetings are at 6:30 pm every Friday at C. M. Eppes Recreation Center. Meetings are free and open to the public, and they involve a 12-step program to help people live at peace despite the difficulties of daily living.

There being no one else present who wished to address the City Council, Mayor Thomas closed the public comment period at 7:50 pm.

---

### **OTHER ITEMS OF BUSINESS**

---



RESOLUTIONS ESTABLISHING 2015 STATE LEGISLATIVE INITIATIVES – (See below for resolution numbers)

City Attorney Dave Holec stated this item is a follow-up to discussion at the Monday City Council meeting where the City Council gave direction on desired legislative initiatives. Five of these initiatives were discussed during Monday's presentation. The sixth initiative, the Complete Streets Policy, was brought up by the Mayor. This policy supports measures, including State funding and policy changes, in order to implement the North Carolina Department of Transportation's (NCDOT) Complete Streets Policy. Street design has an influence on safety, economic viability and community livability. The NCDOT Complete Streets Policy demonstrates that the NCDOT is committed to providing an efficient multi-modal transportation network in North Carolina so that access, mobility and safety needs of motorists, transit users, bicyclists and pedestrians of all ages and abilities are accommodated. Complete streets design elements emphasize safety, mobility and accessibility for multiple transportation modes and may include sidewalks, crosswalks, bicycle lanes, transit stops and appropriate street widths and speeds. Although the NCDOT policy requires consideration and incorporation of Complete Streets design, implementation of the Policy could be facilitated by State funding and policy changes. This resolution encourages that.

Upon motion by Council Member Croskery and second by Council Member Blackburn, the City Council voted unanimously to adopt the following six resolutions:

- Resolution supporting additional municipal revenue sources including replacement revenue for the privilege license tax – (Resolution No. 006-15)
- Resolution supporting economic development incentives – (Resolution No. 007-15)
- Resolution supporting the issuance of state transportation bonds – (Resolution No. 008-15)
- Resolution supporting the restoration of a dedicated funding source for the parks and recreation trust fund – (Resolution No. 009-15)
- Resolution supporting East Carolina University initiatives for the Brody School of Medicine – (Resolution No. 010-15)
- Resolution supporting implementation of the North Carolina Department of Transportation's Complete Streets Policy – (Resolution No. 011-15)

UPDATE ON THE CITY OF GREENVILLE 2014-2015 STRATEGIC PLAN

City Manager Lipscomb reviewed the goals established as part of the Strategic Plan:

- Dynamic and Inviting Community
- Economic Development
- Well Managed and Fiscally Sustainable City Organization
- Infrastructure



- Quality Neighborhoods
- Safe Community

Under the first goal of developing a dynamic and inviting community, City Manager Lipscomb stated the City is embarking on a 10 year update of the Horizons Plan and continues review of development standards. The process will be reviewed at the upcoming Planning session and will be ongoing for the remainder of this calendar year. The Recreation and Parks Department will begin review of their Master Plan in the spring. Staff is reviewing proposals for a design consultant for the South Greenville Recreation Center, with a recommendation scheduled to be on the City Council's February agenda. Design is anticipated to take approximately six months. The Tar River Legacy Plan is moving into the implementation phase. Recreation and Parks is working with the consultant, Rhodeside and Harwell, to bring a speaker to discuss how a legacy plan was initiated in another community. The staff is also costing out various elements of the plan looking for areas which could begin implementation until major funding can be provided. Regarding the short-range transit plan, initiatives for the GREAT plan are anticipated to kick-off in March and include restructuring of bus routes to enhance the system.

Under Economic Development, City Manager Lipscomb said that implementation of the strategic plan continues. There was a major site selector tour recently and staff continues to seek out additional site selectors to bring to Greenville. At Monday's meeting, the City Council approved grant funding to assist industrial and commercial property owners in getting their property ready for new development. Staff has completed the Dickinson Study and the implementation phase is underway. A major grant proposal is being developed to address the street and road opportunities and a microbrewery has successfully been recruited. The City is working with East Carolina University on their millennial campus designation and continues to work with the North Carolina Department of Transportation on the Dickinson Avenue street reconstruction project. The Dickinson project is expected to be designed and shovel-ready by June 2015. As was just discussed regarding uptown theater redevelopment, staff is working with a private developer to make this into a live performance venue. Brownfield assessments and cleanup programs continue in targeted economic development areas.

With regard to a well-managed and fiscally sustainable City organization, City Manager Lipscomb stated a review and update of personnel policies is ongoing and she expects to receive the first draft this month. A new performance evaluation system is being developed and the five-year pay plan true-up assessment should be ready this spring. Under fiscal sustainability, the FY16 budget is in development and there will be a mid-year financial update at the Planning Session, along with a discussion of the proposed bond. Staff continues to work on the Enterprise Resource Plan, which is a major computer software upgrade impacting all departments.



Under infrastructure, \$6.1 million was approved for facility maintenance plan implementation to address deferred maintenance and upgrades to buildings, parks and grounds. Roofing of the Municipal Building has been completed, along with prepping for reroofing of City Hall. A new generator is being installed at the Police Department. The Hooker Road building renovation project is also underway. The Purchasing Division has moved to their new location in the Municipal Building, which has freed up space for much needed office expansion in the Public Works compound. The Public Works Director will provide additional information on other projects in the next item. The Town Creek Culvert Design is slated to be complete in May or June of this year. Interviews were held today for the Greenville Transportation and Activity Center design and a recommendation is anticipated at the February or March Council meeting. The Convention Center expansion and remodeling project is underway and is fully funded through tourism taxes. The stormwater basin and inventory modeling continues. Recommendations from this watershed study will eventually migrate into capital projects to address flooding and drainage concerns. Diagnostic evaluation has been completed for street and road improvements and about \$1 million in street resurfacing has been completed. The next phase of street work has been bid and is anticipated to be complete in the spring.

Under Quality Neighborhoods, two lots have been provided for development for affordable homes working with the development arm of the Greenville Housing Authority. The City anticipates working with other developers on similar projects. The Code Enforcement and Zoning Divisions continue their enforcement efforts and are working to determine if modifications are needed to either legislation or enforcement processes.

As part of the Safe Community goal, former Police Chief Hassan Aden made a presentation on Monday noting that overall crime is down over 5% and they continue to work from their 3 year strategic plan which includes crime reduction strategies. The City is in the implementation phase on the Fire-Rescue study, and the City's Emergency Operations Plan has been updated and plans are being made to conduct an annual emergency operations exercise.

Council Member Blackburn stated it is good to see how these goals, which were developed at the 2014 Planning Session, are being addressed. She noted a reference to a Sports Development Committee and asked about the wisdom of having such a committee when the City Council has not yet addressed the issue of the Sports Complex raised by the Bond Committee.

City Manager Lipscomb stated that committee is an informal group which addressed the tourism aspect of sports.

Council Member Blackburn asked if the personnel policy update would address non-discrimination.





City Manager Lipscomb stated the City is in compliance with all related state initiatives, but the personnel policies will have specific language to address that issue.

PRESENTATION ON THE STATUS OF THE FISCAL YEAR 2015 FACILITIES IMPROVEMENT  
TEN-YEAR PLAN PROJECTS

Public Works Director Kevin Mulligan stated this is the first year of the plan. The City owns about \$80 million worth of buildings and facilities, with total building space square footage of 640,000. As the Hooker Road facility is updated and the parking deck added, that total will increase by 90,000 square feet.

The 10-year plan includes all City Maintained Buildings and Facilities and covers all major maintenance, repair and renewal projects costing over \$5,000. The annual budget is approximately \$1.6 million and the plan will be updated during each 2-year budget process.

For FY2015, just over \$1.5 million was approved, with an additional \$140,000 for Sheppard Memorial Library. This covers the Hooker Road facility, the Intergenerational Center where roof replacement is being done along with electrical upgrades and drainage improvements. Carpeting is being replaced at Carver Library and Sheppard Library is having interior painting done along with some exterior repairs to deteriorated wood. Various recreation facilities are also scheduled for repairs such as plumbing repair at the City pool and Greenville Aquatic and Fitness Center, roof replacement at Jaycee Park and upgrades to the rear access path at Thomas Foreman Park. Cleaning and water-proofing is being done at City Hall, and the roof has been replaced at the Municipal Building.

Mayor Pro-Tem asked for clarification on expenses for Sheppard Library. Director Mulligan stated the cost share is 2-1 between the City and County.

Council Member Smiley asked about other library facilities. Director Mulligan stated the City pays the full cost of those.

(ADDED) PUBLIC IMPROVEMENTS TO ACCESS WAYS, ALLEYS AND PLAZA ADJACENT TO  
4<sup>TH</sup> STREET PARKING GARAGE

Public Works Director Kevin Mulligan stated this is an additional phase to the ongoing construction associated with the 4<sup>th</sup> Street Parking Garage, more specifically to the adjacent alleys to the parking garage sidewalks and plaza located on the west and south sides respectively. The cost for expanding the brick sidewalk and plaza improvements into the adjoining existing alleys is estimated to be \$156,960. A portion of this cost is being funded through the Redevelopment Commission for a total of \$110,500, leaving a shortfall of \$46,460. Most of the shortfall is being funded through the contribution of individual property owners around the alley and plaza area. Their contribution totals \$36,107, for



which signed agreements and 50% of that amount are in hand. The remaining \$10,353 will be paid from the project.

Upon motion by Council Member Blackburn and second by Mayor Pro-Tem Mercer, the City Council voted unanimously to approve the additional phase of work and the agreements with the property owners.

---

**COMMENTS FROM THE MAYOR AND CITY COUNCIL**

---

The Mayor and City Council made comments about past and future events.

---

**CITY MANAGER'S REPORT**

---

City Manager Lipscomb thanked Assistant City Manager Chris Padgett for his service to the City of Greenville and wished him well in his transition to working with the Greenville Utilities Commission.

City Manager Lipscomb then reminded the City Council of the Planning Session, which is scheduled for Friday, January 23, 2015 and Saturday, January 24, 2015 in the Gallery at City Hall.

---

**CLOSED SESSION**

---

Council Member Croskery moved to enter closed session in accordance with G.S. §143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said laws rendering the information as privileged or confidential being the Personnel Privacy Statute and the Open Meetings Law and in accordance with G.S. §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee Council Member Smith seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the City Council in closed session at 8:59 pm and called a brief recess to allow Council Members time to relocate to Conference Room 337.



Upon conclusion of closed session discussion, motion was made by Council Member Smith and seconded by Council Member Smiley to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 11:09 pm.

---

**ADJOURNMENT**

---

Council Member Smith moved to adjourn the meeting, seconded by Council Member Croskery. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 11:10 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Carol L. Barwick".

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
JOINT MEETING OF THE GREENVILLE CITY COUNCIL  
AND THE GREENVILLE UTILITIES COMMISSION  
BOARD OF COMMISSIONERS  
MONDAY, SEPTEMBER 22, 2014



Having been properly advertised, a joint session of the Greenville City Council and the Greenville Utilities Commission Board of Commissioners (GUC Board) was held on Monday, September 22, 2014 in the GUC Board Room, located on the second floor of the Greenville Utilities Main Office Building at 401 S. Greene Street in Greenville, with Mayor Allen M. Thomas presiding for the City Council and Chair John Minges presiding for GUC. Mayor Thomas and GUC Chair Minges called the meeting to order at 6:00 p.m., with a quorum of both boards present.

Those present from the City Council:

Mayor Allen M. Thomas, Mayor Pro-Tem Calvin Mercer, and Council Members Kandie Smith, Rose H. Glover, Marion Blackburn (LATE), Rick Smiley and Richard Croskery

Also present from the City of Greenville:

Barbara Lipscomb, City Manager; Dave Holec, City Attorney and Carol L. Barwick, City Clerk

Those present from the Greenville Utilities Commission Board of Commissioners:

Chair John Minges, Chair-Elect Chip Little, Commissioners Rebecca Blount, Joel Butler, Virginia Hardy, Don Mills, Dennis Mitchell and Barbara Lipscomb.

Also present from the Greenville Utilities Commission:

Tony Cannon, General Manager/CEO; Phillip R. Dixon, GUC Attorney; Amy Quinn, Executive Assistant to the General Manager/CEO and Lou Norris, Secretary to the General Manager/CEO

Those absent:

There were no absences from the City Council or GUC Board.

---

**CALL TO ORDER**

---

Mayor Thomas called the meeting to order and ascertained that a quorum was present.  
Chair Minges called the meeting to order and ascertained that a quorum was present.



---

APPROVAL OF THE AGENDA

---

Upon motion by Chair-Elect Little and seconded by Commissioner Mills, the GUC Board unanimously approved the agenda.

Upon motion by Council Member Croskery and seconded by Council Member Smiley, the Greenville City Council unanimously approved the agenda.

---

PUBLIC COMMENT PERIOD

---

Mayor Thomas opened the public comment period at 6:02 pm and explained the procedures to be followed by anyone who wished to speak.

There being no one present who wished to speak, Mayor Thomas closed the public comment period at 6:03 pm.

---

JOINT COMMITTEE RECOMMENDATION ON THREE-YEAR STRATEGIC PLAN

---

City Manager Barbara Lipscomb introduced Steve Graybill, from Mercer Consulting, to make the presentation.

Mr. Graybill stated the Joint Pay and Benefits Committee's strategic goals with regard to health and dental insurance benefits have been to:

- Develop a multi-year sustainable plan that will deliver healthcare to employees and their families which considers cost management, coverage options, funding alternatives and wellness program components;
- Assure competitiveness when compared to similar employers geographically, by sector and by industry; and
- Provide high quality benefits that are affordable for employees and their families by managing costs, containing future increases and rewarding the healthy behavioral and lifestyle choices that significantly impact these costs

Mr. Graybill explained plan design modifications which, if the Committee's recommendations were approved by the City Council and the GUC Board, would take place over the next three years in an effort to avoid the 2018 excise tax and to enhance employee awareness and engagement. In 2015, there would be a reduction in plan value for both the Core and Enhanced



plans. Those values would be further reduced in 2016 and Health Savings Accounts (HSA) would be introduced as a third plan option while monitoring the need to completely eliminate the Enhanced Plan. In 2017, the Enhanced Plan would potentially be eliminated while continuing to offer the Core Plan as a Preferred Provider Organization (PPO) option along with the HSA plan.

Mr. Graybill stated that cost share modifications would result in a reduction of employer subsidy from 83.7% to 80% over the next three years. In 2015, employee only tiers would be included in the salary band strategy and increase Enhanced Plan contributions by 2%. In 2016, there would be increases to both the Core and Enhanced Plan contributions on the employee only tiers by 2% and on the dependent tiers by 5%. In 2017, Core contributions would increase by 2% and HSA contributions by 1% to continue to drive migration into the HSA Plan and make up for loss of Enhanced Plan contributions.

Mr. Graybill noted that plan design and cost share strategy could be modified as needed based on actual plan performance, salary increases and plan changes, the financial capacity of the City and/or GUC, market trends or other unforeseen changes and developments in the pharmacy arena. Annual projections and rate setting will be finalized in the summer of each year and are subject to national trends, actual claims experience, plan performance, regulatory requirements, administrative fee increases and stop loss fee increases.

---

JOINT COMMITTEE RECOMMENDATION ON PLAN YEAR 2015 HEALTH/DENTAL INSURANCE BENEFITS

---

NOTE: Council Member Blackburn arrived at the start of this portion of the presentation (approximately 6:13 pm)

Mr. Graybill then moved directly into more specific discussion of health and dental benefits for the coming year. He stated that the City's and GUC's goal is to offer a benefits package which is competitive with local employers and peer organizations, while aligning benefits to be in compliance with the Affordable Care Act and avoiding the 2018 Excise Tax. Medical plans are currently running better than expected, creating a 13.7% surplus relative to budgeted premiums for 2014. Remaining status quo in 2015 would not require an increase to premiums. Given there is no increase required for 2015, this is the optimal year to make fundamental changes to plan designs and/or employee contribution strategies.

The following table depicts proposed changes to plan design for 2015:



2015 Proposed Plan Designs

Medical Plan Provisions	2014 Core	2014 Enhanced	2015 Core	2015 Enhanced
In-Network Deductibles (Individual)	\$500	\$250	\$650	\$400
In-Network Deductibles (Family)	\$1,000	\$500	\$1,300	\$800
Out-of-Pocket Max (Individual)	\$2,500	\$1,500	\$2,600	\$1,600
Out-of-Pocket Max (Family)	\$5,000	\$3,000	\$5,200	\$3,200
Employer Account Funding (Ind/Fam)	N/A	N/A	N/A	N/A
Office Visit (PCP/Specialist)	\$15/\$30	\$15/\$30	\$20/\$40	\$20/\$40
Coinsurance	20%	10%	20%	15%
Retail Rx	\$10/\$20/\$40	\$10/\$20/\$40	\$10/\$20/\$40	\$10/\$20/\$40
Mail-Order Rx	\$0/\$40/\$80	\$0/\$40/\$80	\$0/\$40/\$80	\$0/\$40/\$80
Enrollment	506	913	506	913
Actuarial Value	86.4%	90.4%	85.2%	88.8%
Weighted Actuarial Value	89.0%		87.6%	
Actuarial Value Difference (year over year)				1.4%
Estimated Claims Savings (each year)				\$265,000
Summary of Strategy				-Design changes to PPO plans. -Add employee only tier into salary band strategy. -Increase Enhanced contributions by 2%.

Mr. Graybill stated a \$2,492,000 surplus relative to current premiums is expected for 2014. With no change to the current budgeted premium equivalent rates and adoption of the 2015 recommendations, 2015 would be projected to end with a \$1,309,000 surplus relative to budget premium rates.

Changes in regard to employee contributions for 2015 would include the addition of an employee-only tier into the salary bands (the more an employee makes, the more the employee pays for coverage) and a 2% increase in contributions for the Enhanced Plan.

The Tobacco Surcharge for 2015 is increased to \$75 per month. Currently there are 66 City employees and 82 GUC employees subject to the surcharge. In 2016, this surcharge will increase to \$100 per month and it will also apply to covered spouses.

The Spousal Surcharge, which applies to employees who cover a spouse who has an alternative option for health care coverage, will be \$100 for 2015, and will remain the same in 2016. Currently 70 City employees and 47 GUC employees pay this surcharge.

Chair-Elect Little noted that the employee-only tier was added to the medical contribution subject to salary bands, but that does not appear to be applicable to the dental premiums.

Mr. Graybill stated dental is a separate plan from medical.



Council Member Blackburn expressed concern about increased copays and asked if that is likely to keep employees from seeking preventive care. She stated that for some families, even a small increase can impact their ability to see the care they need.

Mr. Graybill stated that 87 items listed as preventive care are covered at 100%.

Council Member Blackburn stated that was good to hear, but she was also concerned about care for those little annoyances that would be minor if treated early, but that could become more if left untreated. Mr. Graybill stated he believes the \$20/\$40 copays are still very competitive when you compare them against the actual cost of a doctor's visit.

Council Member Blackburn referred next to the Tobacco Surcharge, noting that smoking is a very powerful addiction. She asked if educational programs to help employees stop smoking have been made available.

Mr. Graybill stated there are combination programs in place to educate employees about the dangers of smoking and to help them quit. There is also counselling available through their preventive care and beginning this year, a smoker over the age of 55 is eligible to get a CAT scan annually to check for lung cancer. There is certainly a support network there, which is important if there is a decision in the future to move forward with nicotine testing.

Commissioner Mitchell asked how eCigs will factor into nicotine testing.

Mr. Graybill stated that was a great question, and something for which a policy would need to be crafted with the aid of legal staff. Use of eCigs is smoking, because it does leave nicotine levels in the blood.

Commissioner Butler asked if the surcharge currently applies to employees who use eCigs.

Mr. Graybill stated that the surcharge is currently applicable only to tobacco use.

Mr. Graybill stated that the dental plan is running in line with expectations and that a 2.4% increase in premiums is recommended for 2015. The following changes are recommended:

Employee Contributions				
Tier	2014 Current	2015 Proposed	\$ Change	% Change
EE Only	\$7.30	\$7.48	\$0.18	2.4%
EE + SP	\$27.84	\$28.52	\$0.68	2.4%
EE + CH	\$24.53	\$25.13	\$0.60	2.4%
EE + FAM	\$39.79	\$40.75	\$0.96	2.4%





Upon motion by Commissioner Butler and second by Commissioner Hardy, the GUC Board voted unanimously to approve the three-year strategy plan with the recommended benefit plan changes.

Council Member Smith asked if monies would roll over from year to year for employees who chose the Health Savings Account (HSA) once it becomes available. Mr. Graybill stated that unexpended funds would roll over from year to year.

Council Member Smith asked if an employee chose to switch from the HSA to the regular plan, would they get back any unexpended monies in their account. Mr. Graybill stated they would, with a 10% penalty because the money would become income at that point and be subject to taxation. Chair-Elect Little added that if they went to work for another employer who offered an HSA program, the money could be rolled into the new program.

Council Member Croskery moved to approve the three-year strategy plan with the recommended benefit plan changes. Council Member Blackburn seconded the motion.

Council Member Smiley noted that there was an option presented at the Joint Pay and Benefits Committee meeting which he feels merits discussion. He stated that necessary changes that are proposed to be made over two years could all be implemented next year, which would result in a greater savings for both the City and GUC. He noted that the changes are inevitable and can only be avoided for a year. Making the full change now would result in an additional \$270,000 in savings and he feels it is something that should be discussed, particularly in light of anticipated budgetary challenges.

Council Member Blackburn stated she appreciates the additional cost savings, but feels there are so many changes proposed that she feels employees need time to understand and adjust. She would continue to support the phased approach.

Council Member Smith stated she could not only look at the cost savings to the City, but must also look at the impact on employees. There has been discussion for years about some employees who are not at the level of other employees. These people may not be able to afford the additional expense as easily as others and it is important to allow them time to adjust.

There being no further discussion, the City Council voted unanimously to approve the three-year strategy with recommended benefit plan changes.

---

UPDATE ON 5-YEAR TRUE UP MARKET STUDY

---

GUC Director of Human Resources Richie Shreves stated a joint compensation and classification study was conducted in 2010 for the City and GUC by Waters Consulting Group, which is now



known as Segal Waters. The purpose of the 2010 study was to insure that jobs are classified appropriately, that there was internal equity and that there was external competitiveness. Past practice has been to do a “true-up” five years after a classification study, so a true-up is being proposed for 2015 to determine if the City’s and GUC’s compensation system continues to compare favorably to the market. The scope of the study will include a market salary study in which the two agencies jointly identify 125 job titles to be used as benchmarks. The City and GUC will also jointly identify 15 public sector peer employers. Segal Waters will provide data analysis and possible recommendations to update our current pay structure should the market so indicate. Once a consulting agreement is negotiated, it is estimated that it will take about five months to complete the process.

City Human Resources Director Leah Futrell stated information will be brought back to the City Council and GUC Board for update and discussion. The goal is to avoid having the City’s and GUC’s compensation plan fall behind the market.

Commissioner Mitchell asked if the study is for salaries only, or if it includes the benefits package.

Ms. Futrell stated it is a survey of salaries. It does not include benefits. The benefit component was included in the 2010 study, but it is not proposed as part of the 2015 True-Up.

Chair-Elect Little asked if the Joint Pay and Benefits Committee will be involved in this process.

Ms. Futrell stated the plan is to have them involved.

Council Member Blackburn asked if the steps that needed to be taken following the 2010 study have been addressed.

City Manager Lipscomb said it was her understanding that the pay plan was looked at to adjust for compression and some of those adjustments were made. Assistant City Manager Chris Padgett added that not all desired adjustments could be made due to funding limitations and stated that a number of positions were reclassified.

Council Member Blackburn asked if compression will be addressed again in the true-up.

Ms. Futrell stated that is a goal of the study, but whether it can be addressed will be dependent upon whether funding is available to do so. She said the worst cases were addressed from the 2010 study, but it is hoped that funding will be available to further address those needs.

Council Member Smith stated there was a lot of controversy when this study was done in 2010. She asked how the 125 job titles will be selected.



Ms. Futrell stated that they will be selected jointly by the City and GUC, with some positions coming from each of the salary levels. Ms. Shreves added that hard-to-fill positions will also be included in the 125 selected.

Council Member Glover expressed great concern over the issue of salary compression and said she feels it is imperative that it be addressed. She asked how many employees are currently impacted by compression.

Ms. Futrell said she did not know, but she would guess between 150 and 200.

Chairman Mingos stated it appears there is consensus from the two boards to do the study. He asked how much it will cost.

Ms. Shreves stated \$35,000 for each organization.

-----  
CLOSED SESSION  
-----

Council Member Croskery moved to enter closed session pursuant to the provisions of G. S. §143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State, or of the United States, or not considered of public record within the meaning of Chapter 132 of the General Statutes, to-wit: dealing with certain electric power contracts to which a joint power agency may be a party concerning electric power under the provisions of Section 159B-38 of the General Statutes of North Carolina. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Upon like motion by Chair-Elect Little and seconded by Commissioner Hardy, the GUC Board unanimously agreed to enter Closed Session for the purpose stated and both boards entered a joint closed session at 6:48 pm.

Upon conclusion of closed session discussion, motion was made by Council Member Croskery and seconded by Council Member Blackburn to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 7:09 p.m.

A motion was made by Chair-Elect Little and seconded by Commissioner Mitchell to return to open session. Motion was approved unanimously, and Chair Mingos returned the GUC Board to open session at 7:09 p.m.

-----  
ADJOURNMENT  
-----



Without objection, Mayor Thomas and Chair Minges announced that the Joint Meeting would stand adjourned at 7:10 pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carol L. Barwick".

Carol L. Barwick, CMC  
City Clerk



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Resolution stating the intent of the City of Greenville to annex property owned by the City of Greenville on Easy Street for the use and benefit of Greenville Utilities Commission

**Explanation:** **Abstract:** Greenville Utilities Commission requests annexation of City-owned property located on Easy Street for use as the site of a compressed natural gas fueling facility.

**Explanation:** Greenville Utilities Commission (GUC) is in the design and construction phase of a compressed natural gas (CNG) fueling facility located at 290 Easy Street, as shown on the attached map. In accordance with Greenville development regulations, this site must be annexed into the City's corporate limits in order to receive City services (fire, police, etc).

At its January 15, 2015, regular Board meeting, the GUC Board of Commissioners adopted the attached resolution and recommends similar action by City Council.

**Fiscal Note:** No costs to the City.

**Recommendation:** Adopt the attached resolution.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Map](#)

[GUC Resolution](#)

[Resolution Stating City's Intent to Annex Property on Easy Street for Use by GUC 995843](#)

---

**RESOLUTION NO. \_\_\_\_-15**

**RESOLUTION STATING THE INTENT OF THE CITY OF GREENVILLE TO ANNEX  
PROPERTY OWNED BY THE CITY OF GREENVILLE FOR THE USE AND BENEFIT  
OF GREENVILLE UTILITIES COMMISSON WHICH IS CONTIGUOUS TO THE  
EXISTING MUNICIPAL BOUNDARIES**

BE IT RESOLVED by the City Council of the City of Greenville that:

Section 1. It is the intent of the City Council of the City of Greenville, pursuant to G.S. 160A-31, to annex the property described in Section 2, which is owned by the City of Greenville for the use and benefit of Greenville Utilities Commission.

Section 2. The legal description of the property is as follows:

Lying and being in the Belvoir Township, Pitt County, North Carolina, being bounded on the north by the lands of Oscar Holloman and wife, Carol P. Holloman, on the east by Greenfield Park, Lot 5 Revised, and the south and west by Easy Street and being more particularly described as follows:

BEGINNING AT A POINT, said point being the southwestern corner of Lot 5 Revised, Greenfield Park, recorded in Map book 75 Page 34, in the Pitt County Registry, and located in the northern 50 foot right of way of Easy Street; thence with the northern right of way of Easy Street three (3) calls, (1) N68°21'43"W 257.00 feet to a point, (2) with a curve to the right, having a radius of 475.00 feet, arc length of 414.00 feet, chord bearing and distance of N43°23'35"W 401.02 feet to a point, (3) N44°45'15"E 62.50 feet to a point; thence leaving the right of way of Easy Street, with the old city limit line two (2) calls, (1) N78°48'47"W 60.08 feet to a point, (2) with a curve to the right, having a radius of 475.00 feet, arc length of 118.10 feet, chord bearing and distance N04°18'07"W 117.79 feet to a point; thence leaving the old city limit line with a new city limit line, the northern right of way of North Carolina Highway 33, two (2) calls, (1) S79°15'18"E 405.97 feet to a point, (2) with a curve to the right, having a radius of 5779.58 feet, arc length of 312.14 feet, and chord bearing and distance of S77°42'28"E 312.10 feet to a point in the old city limits line; thence with the old city limits line S21°38'17"W 100.95 feet to a point the northwestern corner of Lot 5 Revised, Greenfield Park, recorded in Map book 75 Page 34; thence with the western property line of Lot 5 Revised, Greenfield Park, S21°38'17"W 348.24 feet to the POINT OF BEGINNING, being 5.37 acres more or less and being shown on an Annexation Map prepared for the City of Greenville, by Rivers and Associates, Inc., dated November 21st, 2014, last revised December 30, 2014, drawing number Z-2594 and incorporated herein by reference.

Section 3. The property described in Section 2 is contiguous to the current municipal boundaries.

Section 4. A public hearing on the question of annexation of the property will be held in the Council Chambers of City Hall, 200 West Fifth Street, Greenville, North Carolina, at 7:00 p.m. on March 19, 2015.

Section 5. Notice of the public hearing shall be published once in a newspaper having general circulation in the City of Greenville at least ten (10) days prior to the date of the public hearing.

This the 9<sup>th</sup> day of February, 2015

---

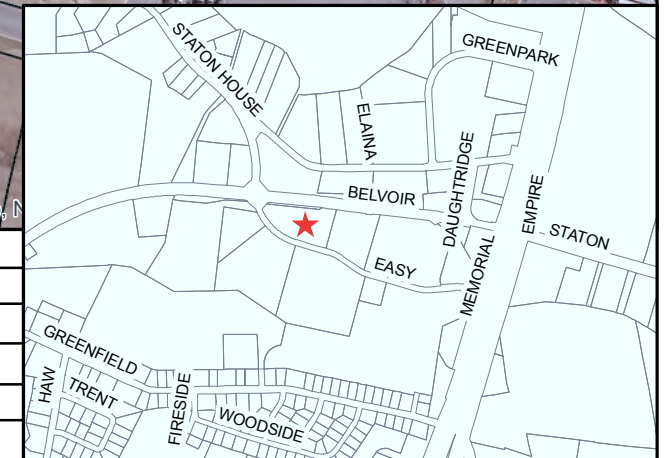
Allen M. Thomas, Mayor


ATTEST:


---

Carol L. Barwick, City Clerk






 Greenville Utilities  
 P.O. Box 1847  
 Greenville, NC 27835  
 (252) 752-7166  
 Fax (252) 329-2172



Disclaimer:  
 1) This map was created for illustrative purposes only.  
 2) This map is not a certified survey and has not been reviewed by a local government agency.  
 Basemap data source: Pitt County Planning Department

**City of Greenville**  
**c/o Greenville Utilities**  
**Annexation Map**  
 Greenville, Pitt County, North Carolina  
 Item # 2

Parcel: 035916
Date Created: 1/5/2015
Scale: 1 inch = 200 feet
Design: CHS
Drawn: JAC
Checked: CHS

**RESOLUTION RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF  
GREENVILLE ADOPTION OF A RESOLUTION INITIATING THE  
ANNEXATION OF PROPERTY OWNED BY THE CITY OF GREENVILLE FOR THE  
USE AND BENEFIT OF THE GREENVILLE UTILITIES COMMISSION**

WHEREAS, the Greenville Utilities Commission, of the City of Greenville, North Carolina, a body politic duly chartered by the State of North Carolina, (the "Commission") has identified certain property for its electric, gas, sanitary sewer and water systems (collectively, the "System", all as more fully described in Exhibit A attached to the form of the resolution to be presented to the City Council of the City of Greenville, North Carolina) that must be annexed into the City of Greenville North Carolina;

NOW, THEREFORE, BE IT RESOLVED BY THE GREENVILLE UTILITIES COMMISSION as follows;

1. The City Council is hereby requested to give favorable consideration to and pass a resolution to initiate annexation of the property described in Exhibit A pursuant to North Carolina General Statute 160A-31(g).

2. This resolution shall take effect immediately upon its passage, and a certified copy thereof shall be provided to the City Clerk for presentation to the City Council at its next regularly scheduled meeting.

Adopted this the 15th day of January, 2015.

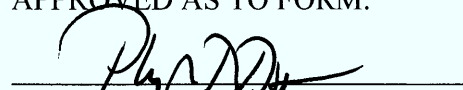
  
John Minges, Chair

ATTEST:

  
Don Mills  
Secretary



APPROVED AS TO FORM:

  
Phillip R. Dixon  
Commission Attorney

## EXHIBIT A

### ANNEXATION DESCRIPTION

Lying and being in the Belvoir Township, Pitt County, North Carolina, being bounded on the north by the lands of Oscar Holloman and wife, Carol P. Holloman, on the east by Greenfield Park, Lot 5 Revised, and the south and west by East Street and being more particularly described as follows:

BEGINNING AT A POINT, said point being the southwestern corner of Lot 5 Revised, Greenfield Park, recorded in Map book 75 Page 34, in the Pitt County Registry, and located in the northern 50 foot right of way of Easy Street; thence with the northern right of way of Easy Street three (3) calls, (1) N68°21'43"W 257.00 feet to a point, (2) with a curve to the right, having a radius of 475.00 feet, arc length of 414.00 feet, chord bearing and distance of N43°23'35"W 401.02 feet to a point, (3) N44°45'15"E 62.50 feet to a point; thence leaving the right of way of Easy Street, with the old city limit line two (2) calls, (1) N78°48'47"W 60.08 feet to a point, (2) with a curve to the right, having a radius of 475.00 feet, arc length of 118.10 feet, chord bearing and distance N04°18'07"W 117.79 feet to a point; thence leaving the old city limit line with a new city limit line, the northern right of way of North Carolina Highway 33, two (2) calls, (1) S79°15'18"E 405.97 feet to a point, (2) with a curve to the right, having a radius of 5779.58 feet, arc length of 312.14 feet, and chord bearing and distance of S77°42'28"E 312.10 feet to a point in the old city limits line; thence with the old city limits line S21°38'17"W 100.95 feet to a point the northwestern corner of Lot 5 Revised, Greenfield Park, recorded in Map book 75 Page 34; thence with the western property line of Lot 5 Revised, Greenfield Park, S21°38'17"W 348.24 feet to the POINT OF BEGINNING, being 5.37 acres more or less and being shown on an Annexation Map prepared for the City of Greenville, by Rivers and Associates, Inc., dated November 21st, 2014, last revised December 30, 2014, drawing number Z-2594 and incorporated herein by reference.



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Extension of Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center

**Explanation:** **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. An extension of the Memorandum of Understanding to continue this cooperative effort is proposed to be approved. The goal is to provide a multidisciplinary community center to assist in meeting the program needs of West Greenville.

**Explanation:** The City of Greenville acquired the property in the Fall of 2006, which now comprises the Lucille W. Gorham Intergenerational Center. Since September 15, 2006, the City and East Carolina University have had a Memorandum of Understanding for the provision of services, lease of a building, and site management of the Intergenerational Center. The cooperative effort between the City of Greenville and East Carolina University is for the purpose of providing a multidisciplinary community center to assist in meeting the needs of West Greenville.

The current Memorandum of Understanding is for a one-year period expiring on February 28, 2015, with a provision that it could be extended for additional terms upon mutual agreement. ECU has requested that the MOU be extended for an additional period commencing on March 1, 2015, and expiring on May 31, 2015.

The MOU provides that the University will lease the first floor of the Lessie Bass Building. It provides that the University will provide services and activities at the Lessie Bass Building and that it will coordinate with a planning team relating to the services and activities. The planning team consists of persons appointed by the University and members of the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc. (a nonprofit corporation whose representatives have been working closely with the University in the activities and services at the Lessie Bass Building). The MOU recognizes that the second floor of the Lessie Bass Building is leased to this nonprofit and provides that the University will cooperate with the shared use of the building.

The MOU also provides that the University will provide site management for the Center by developing regulations relating to the use of the Center by the tenants of the Center. Currently, the State of North Carolina, the Little Willie Center, Inc. of Pitt County, and the Lucille W. Gorham Intergenerational Community Center, Inc. are tenants on the property. A copy of the Memorandum of Understanding is attached.

**Fiscal Note:**

There are expenses to the City included in the Public Works Department budget for maintaining the buildings and grounds at the Lucille W. Gorham Intergenerational Center.

**Recommendation:**

Approval of the extension of the Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

[MOU Intergenerational Center Renewal](#)

[2015 Extension of MOU with ECU Lucille W. Gorham 972146](#)

---

**NORTH CAROLINA  
PITT COUNTY**

**EXTENSION OF  
MEMORANDUM OF UNDERSTANDING**

In accordance with the provisions of section 13 of the Memorandum of Understanding by and between the City of Greenville and East Carolina University, and dated February 12, 2013, the undersigned parties do hereby agree to extend the term of said Memorandum of Understanding for an additional term commencing on March 1, 2015, and terminating on May 31, 2015. All remaining terms and conditions of the Memorandum of Understanding, as amended by the Amendment and Renewal of Lease Agreement effective March 1, 2014, not amended by this Extension of Memorandum of Understanding shall remain in full force and effect.

This Extension of Memorandum of Understanding being executed in duplicate originals, as of the \_\_\_\_\_ day of February, 2015.

**CITY OF GREENVILLE**

BY: \_\_\_\_\_  
Allen M. Thomas, Mayor

**EAST CAROLINA UNIVERSITY**

BY: \_\_\_\_\_  
Steve Ballard, Chancellor

APPROVED AS TO FORM:

\_\_\_\_\_  
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

\_\_\_\_\_  
Bernita W. Demery, Director of Financial Services

NORTH CAROLINA  
PITT COUNTY

MEMORANDUM  
OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this the 12<sup>th</sup> day of February, 2013, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the CITY, and East Carolina University, a constituent institution of the University of North Carolina pursuant to N. C. GEN. STAT. 116-1, *et seq.*, Party of the Second Part and hereinafter referred to as the UNIVERSITY;

WITNESSETH:

WHEREAS, North Carolina General Statute 160A-456 authorizes the CITY to engage in community development programs and activities, North Carolina General Statute 160A-492 authorizes the CITY to undertake and engage in human relations programming and activities, and North Carolina General Statute 160A-353 authorizes the CITY to operate recreational facilities;

WHEREAS, North Carolina General Statute 160A-274 authorizes the CITY to lease, upon such terms and conditions it deems wise, to any other governmental unit any interest in real property and North Carolina General Statute 160A-20.1 authorizes the CITY to contract with any person, association, or corporation to carry out a public purpose that the CITY is authorized by law to engage in;

WHEREAS, the UNIVERSITY'S involvement in this cooperative effort is part of its mission of service to promote economic development, community engagement, and to provide educational and service opportunities for its faculty and students; and

WHEREAS, the CITY and the UNIVERSITY have agreed to partner and cooperate with each other in order to operate the facilities known as the Lucille W. Gorham Intergenerational Center.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the CITY and the UNIVERSITY agree as follows:

1. Purpose. The purpose of this Memorandum of Understanding is to provide for a

cooperative effort between the CITY and the UNIVERSITY for the operation of the Lucille W. Gorham Intergenerational Center in order to provide a multidisciplinary community center in an attempt to meet needs that exist in West Greenville. To the extent possible and consistent with the missions, resources, and operational limitations of the parties, this purpose will be accomplished by providing services and activities in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, and social work.

2. Definition of Center. For the purpose of this Memorandum of Understanding, the Lucille W. Gorham Intergenerational Center is defined as the property and buildings shown on the attached Exhibit A which is incorporated herein by reference. Buildings located upon the property, as shown on Exhibit A, are the former Sanctuary, former Rectory, former Annex, former School, and the Lessie Bass Building. The Lucille W. Gorham Intergenerational Center is hereinafter referred to as the CENTER. Whenever the CENTER is referred to in this Memorandum of Understanding it does not mean the legal entity of the Lucille W. Gorham Intergenerational Community Center, Inc.

3. Lease. The UNIVERSITY shall lease from the CITY the first floor of the Lessie Bass Building. The lease shall be on the terms as established in a separate lease agreement attached hereto as Exhibit B. It is understood and agreed that the second floor of the Lessie Bass Building, in part or whole, may be leased to the Lucille W. Gorham Intergenerational Community Center, Inc. In the event of such a lease for all or part of the second floor, the UNIVERSITY will cooperate with the Lucille W. Gorham Intergenerational Community Center, Inc. in connection with access to the Lessie Bass Building, the provision of services at the Lessie Bass Building, and other matters relating to the shared use of the Lessie Bass Building.

4. Services at the Lessie Bass Building. During the term of the lease agreement between the CITY and the UNIVERSITY described in Paragraph 3, above, the UNIVERSITY will operate programs and activities at the Lessie Bass Building in order to meet the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in the sole discretion of the UNIVERSITY, after



receipt and consideration of input from the planning team hereinafter described, in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and evaluation services, health services, business services, culture and fine arts services, and grant writing support. Subject to availability of appropriate and adequate resources, including but not limited to funding and personnel, the specific programs and activities proposed to be provided by the UNIVERSITY at the Lessie Bass Building are as follows:

- (a) Availability of social work services via UNIVERSITY faculty and/or students;
- (b) Coordination of a planning team to convene on-site at the CENTER on the second Friday of each month. The planning team will consist of the director of UNIVERSITY programs and activities at the Lessie Bass Building, five (5) UNIVERSITY faculty members, appointed by the UNIVERSITY, with at least one (1) of the five (5) being from the UNIVERSITY College of Human Ecology, and five (5) members of the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc., appointed by the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc. The planning team will provide consultation and advice regarding issues that pertain to the development of proposals for, administration and delivery of the services and activities of the CENTER and report those issues to the UNIVERSITY and the CITY. The planning team will solicit input from the advisory board referenced in subparagraph (f) below and will provide the advisory board information about the planning team's actions;
- (c) Provision of programmatic assessment and evaluation services to all tenants who occupy space and propose to deliver services and activities at the CENTER;
- (d) Requirement of semi-annual service reports from all tenants of the CENTER. The service reports will become a part of the annual service provider evaluation and assessment report generated by the UNIVERSITY;
- (e) Coordination of funding possibilities and grant proposals for the UNIVERSITY and, as appropriate, other tenants relating to use of the CENTER based on needs that exist in West Greenville;
- (f) Provision of assistance for an advisory board relating to the CENTER to consist of representatives from the community, the Lucille W. Gorham Intergenerational Community Center, Inc., CITY, UNIVERSITY, and community partners such as the Little Willie Center, Inc. of Pitt County and Pitt Community College, said advisory board to provide input to the UNIVERSITY on the tenants as provided in Paragraph 5 and to provide input on other matters relating to the CENTER to

the planning team as provided in subparagraph (b) above; and

- (g) Provision of such other services and programs determined to be appropriate by the UNIVERSITY after receipt and consideration of input from the planning team hereinbefore described.

5. Other Tenants. If vacancies occur, the UNIVERSITY will recruit, assess, and approve the tenants that will be providing services and activities at the buildings located at the CENTER other than the first floor of the Lessie Bass Building which will be used by the UNIVERSITY and other than the former Sanctuary which will not be leased to a tenant but, instead, will be used as a community building for meetings, programs and events approved by the UNIVERSITY. In determining the tenants, the UNIVERSITY will establish and utilize a process which includes input from an advisory board consisting of representatives from the community, Lucille W. Gorham Intergenerational Community Center, Inc., CITY, UNIVERSITY, and community partners such as the Little Willie Center, Inc. of Pitt County and Pitt Community College. The tenants, if any, shall be chosen by the UNIVERSITY after soliciting input from the advisory board with the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, and social work. The CITY will be the lessor in the lease with each tenant located at the CENTER.

6. Utilities, Maintenance and Repairs. The CITY or the tenant as provided in a lease will be responsible for the expense for the utilities (not including telephone services and network connections), maintenance, and repairs of all buildings located at the CENTER except that, during the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible for the expense for telephone and network connections serving or used for that portion of the Lessie Bass Building leased to UNIVERSITY and the UNIVERSITY will be responsible for the expense of utilities at the Lessie Bass Building. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible, at the tenant's expense, for utilities, telephone and network connections unless the CITY determines otherwise. The lease of each tenant of a building, or portion of a building,

located at the CENTER shall provide that the tenant leases the property in its existing condition and that the tenant shall make no material alterations, additions, improvements, or renovations to the property without the prior approval of the CITY.

7. Operation Expenses. During the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible for providing, at its expense, the staffing, furniture, equipment, supplies, and other items necessary for its programs and activities in that portion of the Lessie Bass Building leased by the UNIVERSITY. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible for providing, at the tenant's expense, the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which they conduct.

8. Housekeeping Services. During the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible, at its expense, for housekeeping, cleaning, and janitorial services for that portion of the Lessie Bass Building leased by the UNIVERSITY. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible, at the tenant's expense, for housekeeping, cleaning, and janitorial services at the buildings or portions of building used by them for the provision of programs and activities at the CENTER.

9. Report. The UNIVERSITY will provide a written report to the CITY on an annual basis which describes the services being provided at the CENTER, describes issues related to the CENTER, and evaluates the activities and effectiveness of the programs and activities being provided at the CENTER.

10. Site Management Duties. In addition to recruiting, assessing, and approving tenants, the UNIVERSITY will develop regulations relating to the use of the CENTER by the tenants, said regulations to include, but not be limited to, the manner to resolve any disputes or conflicts involving the tenants and the manner to respond to complaints by the tenants, which shall be made binding upon the tenants under the terms of their respective leases. It is understood and agreed that said regulations shall not result in a fee or a charge to a tenant unless

the tenant expressly agrees. Additionally, the UNIVERSITY will advise the CITY of any needed repairs or maintenance. The CITY will make repairs in an expedient manner. The payment of any rental amounts from tenants shall be made directly to the CITY and will be retained by the CITY.

11. Hold Harmless. To the extent permitted and limited by the laws of North Carolina, the CITY will indemnify and hold the UNIVERSITY harmless from any liabilities which are associated with its activities as the owner of the CENTER, and its activities relating to its responsibilities as described in this Memorandum of Understanding to the extent that such liability for damages is caused by or results from the acts of the CITY, its officers or employees. The UNIVERSITY will be responsible for the conduct of its officers and employees arising out of the performance of this Memorandum of Understanding to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of the UNIVERSITY, its officers or employees. The lease of each tenant located at the Intergenerational Center shall provide that, to the extent permitted and limited by the laws of North Carolina, the tenant will indemnify and hold the CITY and the UNIVERSITY harmless from any liabilities associated with the programs and activities conducted by the tenant at the CENTER.

12. Naming of Center and Buildings. The CITY shall have the sole right to name the CENTER and the individual buildings located at the CENTER. No signs shall be erected at the CENTER without the express written approval of the CITY. The CITY will consult with the UNIVERSITY prior to naming the CENTER and the individual buildings located at the CENTER and prior to approving the erection of any signs at the CENTER. The lease of each tenant located at the CENTER shall provide that the CITY has the sole right to name the CENTER and the individual buildings located at the CENTER and that no signs shall be erected at the CENTER without the express written approval of the CITY.

13. Duration. The term of this Memorandum of Understanding shall be for a period

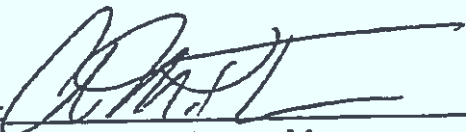
of one (1) year commencing on March 1, 2013. This Memorandum of Understanding may be extended for an additional term(s) upon the mutual written agreement of the parties.

14. Amendment. This Memorandum of Understanding contains the entire understanding of the parties and shall not be altered, amended, or modified, except by an agreement in writing executed by the duly authorized officials of both the UNIVERSITY and the CITY.

15. Governance. This Memorandum of Understanding shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereby have caused this Memorandum of Understanding to be executed in duplicate originals, as of the day and year first above written.

CITY OF GREENVILLE

By:   
Allen M. Thomas, Mayor

EAST CAROLINA UNIVERSITY

By:   
Steve Ballard, Chancellor

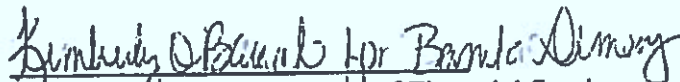
APPROVED AS TO FORM:



David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

  
Bernita W. Demery, Director of Financial Services

**Exhibit A: Lucille W. Gorham Intergenerational Center**



 **Boundary of Property**



Exhibit B

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

COUNTY OF PITT

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_ day of February, 2013, by and between the City of Greenville, hereinafter designated as Lessor, and the State of North Carolina, hereinafter designated as Lessee;

**WITNESSETH:**

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7<sup>th</sup>, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Greenville, County of Pitt, North Carolina, more particularly described as follows:

Being ±1,806 square feet of office space located at the Lessie Bass Building, First Floor, 1100 Ward Avenue, Greenville, Pitt County, North Carolina. (Exhibit A – Floor Plan Attached)

( ECU – Intergenerational Center )

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of one (1) year commencing on the 1<sup>st</sup> day of March, 2013, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 28<sup>th</sup> day of February, 2014.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$24,999.00 per annum, which sum shall be paid in equal monthly installments of \$2,083.25, said rental to be payable within fifteen (15) days from receipt an original invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.



## RENEWAL

This lease agreement may be renewed for two (2) additional one (1) year periods upon mutual agreement in writing by Lessor and Lessee and in the event of such renewal, all of the terms and conditions of this lease agreement shall continue in full force and effect.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.
- C. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- D. Parking.
- E. The leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- F. Any fire or safety inspection fee and stormwater fee will be paid by Lessor.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease

Exhibit B

is an extension or renewal shall be and remain the property of the Lessee, and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises were destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term, or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premises leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at c/o City Manager, Post Office Box 7207, Greenville, North Carolina 27835-7207 and the Lessee, c/o Associate Vice Chancellor for Administration and Finance – Business Services, ECU, 224 Ragsdale Building, Greenville, North Carolina 27858-4353. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

**STATE OF NORTH CAROLINA**

---

**Speros J. Fleggas**  
Deputy Secretary

City of Greenville

---

**Barbara Lipscomb**  
City Manager

Exhibit B

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, do hereby certify that Speros J. Fleggas, personally appeared before me this date  
and acknowledged the due execution of the foregoing instrument as the Deputy Secretary of the  
Department of Administration of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

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

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and  
State aforesaid, do hereby certify that Barbara Lipscomb, personally came before me this day and  
acknowledged the due execution of the foregoing instrument as City Manager of the City of  
Greenville for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

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

Exhibit A

LESSIE BASS BUILDING

First Floor Plan

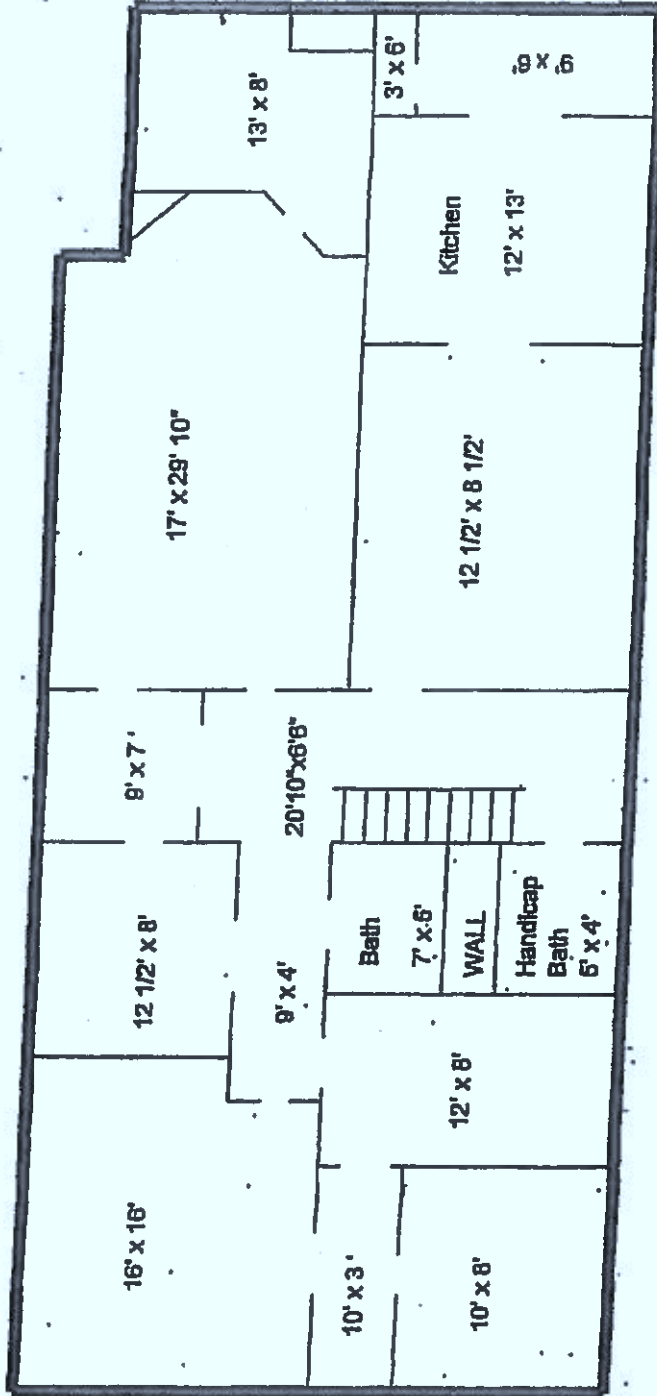


EXHIBIT B



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Resolution approving the extension to the lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center

**Explanation:** **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2010, the State of North Carolina has leased the school building at the Center for shared use with Pitt Community College. It is proposed to extend this lease.

**Explanation:** The former school building located at the Lucille W. Gorham Intergenerational Center has been leased by the State of North Carolina (for East Carolina University) since December 2010. Prior to that, it was leased by Pitt Community College beginning in 2007. The current lease is for a one-year period expiring on February 28, 2015. East Carolina University has requested that the lease be extended for an additional period from March 1, 2015, to May 31, 2015.

East Carolina University and Pitt Community College have an arrangement in which they have a shared use of the school building. East Carolina University and Pitt Community College have a Use Agreement which allows Pitt Community College to conduct programs and activities at the school building. Pitt Community College's programs and activities at the school building relate to the delivery of a variety of adult education programs such as adult basic skills education, high school diplomacy/GED program, and occupational job skills training. East Carolina University's programs and activities at the school building relate to the delivery of services consistent with the purpose of the Intergenerational Center, which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and evaluation services, health services, business services, culture and fine arts services, and grant writing support.

The extension is for a three-month period. The lease payment is \$1 per year. ECU is responsible for all utility expenses and all housekeeping, cleaning, and janitorial expenses for the building. ECU is responsible for maintenance and repairs for the building except that repairs greater than \$500 are to be shared equally and only occur upon agreement of both the City and ECU. The City is responsible for maintenance of the heating and air conditioning system, maintenance of lawns and parking areas, and fire extinguisher servicing, pest control, and outside trash disposal. A copy of the lease is attached.

The Lease Agreement was amended last year, at the request of East Carolina University, to reflect the fact that it is self insured for the first \$1 million of liability coverage rather than having an insurance policy and to reflect that their responsibility to indemnify the City is subject to the limitations of the North Carolina Torts Claim Act. This amendment will continue and is also attached.

Notice of Council's intent to approve the lease has been published as required by law.

**Fiscal Note:** The rental payment in the lease is \$1 per year.

**Recommendation:** Approve the attached resolution approving the extension of the lease agreement with the State of North Carolina.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

- [📎 Lease](#)
  - [📎 Lease-Amendment Renewal/2014](#)
  - [📎 2015\\_RESOLUTION\\_APPROVING\\_EXTENSION\\_OF\\_LEASE\\_AGREEMENT\\_School\\_at\\_Intergenerational\\_center\\_972145](#)
  - [📎 2015\\_Lease\\_Renewal\\_with\\_the\\_State\\_for\\_School\\_Building\\_at\\_Intergenerational\\_Center\\_996506](#)
-

RESOLUTION NO. – 15  
RESOLUTION APPROVING THE EXTENSION OF THE LEASE AGREEMENT  
WITH THE STATE OF NORTH CAROLINA

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the extension of the Lease Agreement with the State of North Carolina, for a portion of the Intergenerational Center Property consisting of the school, for an additional term commencing on March 1, 2015, and terminating on May 31, 2015, for an annual rental payment of one dollar, and with amendments relating to insurance and indemnity, and also further authorize the City Manager to execute said extension of the Lease Agreement.

This the 9th day of February, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk



**NORTH CAROLINA  
COUNTY OF PITT**

**EXTENSION OF  
LEASE AGREEMENT**

In accordance with the provisions of section 1 of the Lease Agreement made and entered by and between the City of Greenville and the State of North Carolina dated February 12, 2013, the undersigned parties do hereby agree to extend the term of said Lease Agreement for an additional term commencing on March 1, 2015, and terminating on May 31, 2015. All remaining terms and conditions of said Lease Agreement, as amended by the Amendment and Renewal of Lease Agreement effective March 1, 2014, not amended by this Extension of Lease Agreement shall remain in full force and effect.

This Extension of Lease Agreement being executed in duplicate originals, as of the \_\_\_\_\_ day of February, 2015.

**CITY OF GREENVILLE**

BY: \_\_\_\_\_  
Barbara Lipscomb, City Manager

DATE: \_\_\_\_\_

**STATE OF NORTH CAROLINA**

BY: \_\_\_\_\_  
A. Scott Buck, Associate  
Vice Chancellor for Administration  
Finance-Business Services, ECU

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

\_\_\_\_\_  
Bernita W. Demery, Director of Financial Services

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager of the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

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

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that A. Scott Buck, Associate Vice Chancellor for Administration Finance-Business Services, ECU, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

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

**NORTH CAROLINA  
COUNTY OF PITT**

**LEASE  
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the 2<sup>nd</sup> day of February, 2013, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and the State of North Carolina, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A portion of the Intergenerational Center Property consisting of the school, said portion being leased being Building "D" as shown on Exhibit A and being hereinafter referred to as the leased premises, said Exhibit A is attached hereto and herein incorporated by reference.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for one (1) year, commencing on the 1st day of March, 2013, and expiring on the 28th day of February, 2014. The term of this Lease Agreement may be extended for two (2) additional one (1) year periods upon mutual agreement of the LESSOR and LESSEE and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in force and effect.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of December of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall conduct programs and activities at the leased premises which relate to the delivery of services which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and evaluation services, health services, business services, culture and fine arts services, and grant writing support. Additionally, LESSEE may allow Pitt Community College (hereinafter referred to as PCC), pursuant to a Use Agreement between the LESSEE and PCC, to conduct programs and activities at the leased premises which relate to the delivery of a variety of adult education programs, such programs to include, but not be limited to, Adult Basic Skills Education, High School Diplomacy/GED

Program, and occupational job skills training. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for providing the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which the LESSEE conducts.

4. Use Agreement with PCC.

It is understood and agreed that the LESSEE may enter into a Use Agreement with PCC which will allow PCC to conduct programs and activities at the leased premises in accordance with the limitation on the use of the leased premises set forth in section 3 of this Lease Agreement. Notwithstanding any provision of said Use Agreement, as between the LESSOR and the LESSEE, the LESSEE shall be responsible for any obligation or responsibility of the LESSEE as set forth in this Lease Agreement. In no event shall said Use Agreement provide for a charge to PCC for any fee, charge, or rental which exceeds an equitable sharing of an expense to be borne by LESSEE pursuant to this Lease Agreement. In no event shall said Use Agreement allow any use of the leased premises or extend any rights or privileges in addition to those allowed or conferred upon LESSEE pursuant to this Lease Agreement. Additionally, said Use Agreement shall require PCC to:

- (a) comply with the use limitations set forth in section 3;
- (b) comply with the regulations relating to use of the Intergenerational Center Property which are developed by East Carolina University in its capacity as the property manager for the Intergenerational Center Property as required by section 6;
- (c) cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center as required by section 6;
- (d) provide information to the LESSOR or its designee of the programs, activities and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated as required by section 7;
- (e) insure and keep in effect, at all times during the term of this Lease Agreement, at its own cost and expense, insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina and to provide the LESSOR with a certificate of insurance evidencing said coverage as required by section 13.
- (f) agree to indemnify and hold harmless, to the extent permitted and limited by the laws of North Carolina, the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated

with the programs and activities conducted by PCC on or within the demised premises as required by section 16; and

- (g) observe all applicable local, state, and federal laws and regulations as they pertain to PCC's use and occupation of the leased premises and to indemnify and hold harmless the LESSOR and East Carolina University, to the extent permitted and limited by the laws of North Carolina, from and against any liability arising from such laws or regulations caused by PCC's use or occupation of the leased premises as required by section 23.

5. Parking Lot and Common Areas.

LESSEE shall have the use of the parking lot at the Intergenerational Center Property and the common areas, as designated by the LESSOR, of the Intergenerational Center Property on the same basis and pursuant to the same regulations and requirements as applicable to other persons and entities that are leasing portions of the Intergenerational Center Property.

6. Intergenerational Center.

LESSOR and LESSEE understand and agree that this Lease Agreement and the programs and activities being provided by the LESSEE and PCC, pursuant to the Use Agreement between the LESSEE and PCC, at the leased premises are components of the efforts of the LESSOR and East Carolina University to provide, at the Intergenerational Center Property, a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: adult education, job training and placement, home ownership readiness counseling, and social work. LESSEE understands and agrees that East Carolina University will serve as the onsite property manager for the Intergenerational Center Property which means that East Carolina University, in addition to recruiting, assessing and approving tenants, will develop regulations relating to the use of the Intergenerational Center Property by the tenants. The LESSEE shall comply with the regulations relating to the use of the Intergenerational Center Property which are developed by East Carolina University in its capacity as property manager of the Intergenerational Center Property. The LESSEE shall cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center. Additionally, the Use Agreement between the Lessee and PCC shall require PCC to comply with the regulations relating to the use of the Intergenerational Center Property which are developed by East Carolina University in its capacity as property manager of the Intergenerational Center Property and to cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center.

7. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. Within thirty (30) days of a request, the LESSEE shall provide information to the LESSOR or its designee of the programs, activities, and services being

provided on the leased premises so that a report about the Intergenerational Center Property can be generated. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to provide, within thirty (30) days of a request, information to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated.

8. Signage.

No signs shall be erected on the leased premises or the Intergenerational Center Property without the prior written approval of the LESSOR. It is understood and agreed that the LESSOR has the sole right to name the Intergenerational Center and the buildings located on the Intergenerational Center Property.

9. Existing Conditions.

LESSEE agrees to accept the leased premises in its existing condition.

10. Repairs and Maintenance.

The LESSOR shall, at its expense, be responsible for the following maintenance at the leased premises:

- (a) Routine, periodic maintenance for heating and air conditioning systems including, but not limited to, the replacement of filter pads.
- (b) Maintenance of lawns and parking areas.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

Except as otherwise provided in this section, the LESSEE shall be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in a habitable and usable condition. The LESSEE shall, at its sole expense, keep the leased premises, in good condition, reasonable wear and tear excepted. The LESSEE shall give the LESSOR notice of any repairs made. Notwithstanding the foregoing, in the event the repairs are major repairs, as defined herein, the LESSEE and LESSOR shall determine whether to complete the repairs prior to the repairs being completed by the LESSEE. If it is determined to complete the major repairs, then the major repairs shall be completed by the LESSEE and the LESSOR and LESSEE shall each pay fifty percent (50%) of the cost of the repairs. If it is determined to not complete the major repairs, then the LESSOR and the LESSEE shall each have the right to terminate this Lease Agreement, without breaching its obligations hereunder, by providing the other party with written notice of its decision to terminate and the leased premises shall be vacated by the LESSEE within sixty (60) days after notice. For the purpose of this paragraph, major repairs shall mean any repair which the cost of repair exceeds FIVE HUNDRED DOLLARS (\$500).

The LESSEE shall, at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The

LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

11. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

12. Utilities.

The LESSEE shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

13. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to insure and keep in effect, at all times during the term of this Lease Agreement, at its own cost and expense, insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina and to provide the LESSOR with a certificate of insurance evidencing said coverage.

14. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

15. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that the LESSEE may allow PCC, through a Use Agreement between LESSEE and PCC, to conduct programs and activities at the leased premises in accordance with the limitation on the use of the leased premises set forth in section 3 of this Lease Agreement.

16. Indemnity.

To the extent permitted and limited by the laws of North Carolina, the LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to agree, to the extent permitted and limited by the laws of North Carolina, to indemnify and hold harmless the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by PCC on or within the demised premises.

17. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

18. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

19. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased property or upon the



right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE, to the extent permitted and limited by the laws of North Carolina, will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

20. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

21. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

22. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:

City Manager  
City of Greenville  
P.O. Box 7207  
Greenville, NC 27835

If to LESSEE:

Associate Vice Chancellor for  
Administration Finance -  
Business Services, ECU  
224 Ragsdale Building  
Greenville, NC 27858

23. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. To the extent permitted and limited by the laws of North Carolina, LESSEE shall indemnify and hold harmless the LESSOR and East Carolina University from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises. Additionally, the Use Agreement between LESSEE and PCC shall require PCC to observe all applicable local, state, and federal laws and regulations as they pertain to PCC's use and occupation of the leased premises and to indemnify and hold harmless the LESSOR and East Carolina University, to the

extent permitted and limited by the laws of North Carolina, from and against any liability arising from such laws or regulations caused by PCC's use or occupation of the leased premises.

24. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

25. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

**CITY OF GREENVILLE**

BY: Barbara Lipscomb  
Barbara Lipscomb, City Manager

**STATE OF NORTH CAROLINA**

BY: A. Scott Buck  
A. Scott Buck, Associate  
Vice Chancellor for Administration  
Finance-Business Services, ECU

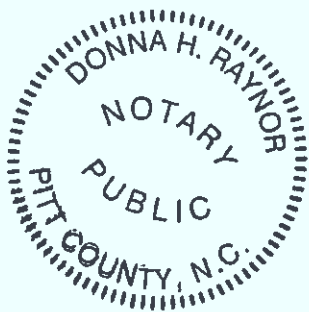
**NORTH CAROLINA  
PITT COUNTY**

I, Donna H. Raynor, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 12<sup>th</sup> day of February, 2013.

Donna H. Raynor  
Notary Public

Donna H. Raynor  
Print Name



My Commission Expires: 12/25/2015

**NORTH CAROLINA  
PITT COUNTY**

I, Barbara A. Campbell, Notary Public in and for the aforesaid County and State, do hereby certify that A. Scott Buck, Associate Vice Chancellor for Administration Finance-Business Services, ECU, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 6<sup>th</sup> day of February, 2013.

Barbara A. Campbell  
Notary Public

Barbara A. Campbell  
Print Name

My Commission Expires: 10-24-2017

**Exhibit A: Lucille W. Gorham Intergenerational Center**



Building	Name
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building

Item # 4

 Boundary of Property



**NORTH CAROLINA  
COUNTY OF PITT**

**AMENDMENT AND RENEWAL  
OF LEASE AGREEMENT**

**I. AMENDMENT**

THAT CERTAIN LEASE AGREEMENT, made and entered into on February 12, 2014, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and the State of North Carolina, Party of the Second Part and hereinafter referred to as LESSEE ("Lease Agreement") is hereby amended as follows:

- A. By striking current paragraph 13 of the Lease Agreement in its entirety and replacing it with the following:

13. Insurance

Pursuant to Chapter 143, Article 31 of the North Carolina Statutes, the LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, keep in effect a program of self-insurance against claims for personal injury or property damage occurring on the premises and arising from the torts of its employees and agents in the course and scope of their duties in an amount of not less than \$1,000,000 for a single claim. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage or a letter certifying self-insurance with said coverage on the leased premises. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to insure and keep in effect, at all times during the term of this Lease Agreement, at its own cost and expense, insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina and to provide the LESSOR with a certificate of insurance evidencing said coverage.

- B. By striking current Paragraph 16 of the Lease Agreement in its entirety and replacing it with the following:

16. Indemnity

To the extent permitted and limited by the laws of North Carolina, including, but not limited to, the North Carolina Tort Claims Act, the LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to agree, to the extent permitted and limited by the laws of North Carolina, to indemnify and hold harmless the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property,

associated with the programs and activities conducted by PCC on or within the demised premises.

## II. RENEWAL

Subject to the amendments set forth above in Section I, the parties hereby renew the Lease Agreement, as contemplated in Paragraph 1 thereof, for one (1) additional one (1) year period, commencing on the 1<sup>st</sup> day of March, 2014 and expiring on the 28<sup>th</sup> day of February, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Renewal of Lease Agreement to be executed in duplicate originals as of the day and year first above written.

### CITY OF GREENVILLE

BY: Barbara Lipscomb  
Barbara Lipscomb, City Manager

DATE: 2/11/14

### STATE OF NORTH CAROLINA

BY: A. Scott Buck  
A. Scott Buck, Associate  
Vice Chancellor for Administration  
Finance-Business Services, ECU

DATE: 2/19/14

APPROVED AS TO FORM:

David A. Holec

David A. Holec, City Attorney

### PRE-AUDIT CERTIFICATION

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

Bernita W. Demery  
Bernita W. Demery, Director of Financial Services

**NORTH CAROLINA  
PITT COUNTY**

I, Rhonda B. Wilkerson, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager of the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 11<sup>th</sup> day of February, 2014.

Rhonda B. Wilkerson

Notary Public

Rhonda B. Wilkerson

Print Name

My Commission Expires: May 21, 2017

**NORTH CAROLINA  
PITT COUNTY**

I, Barbara A. Campbell, Notary Public in and for the aforesaid County and State, do hereby certify that A. Scott Buck, Associate Vice Chancellor for Administration Finance-Business Services, ECU, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 19<sup>th</sup> day of February, 2014.

Barbara A. Campbell

Notary Public

Barbara A. Campbell

Print Name

My Commission Expires: 10-24-2017



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Resolution approving the extension of the lease agreement with the State of North Carolina for the first floor of the Lessie Bass Building located at 1100 Ward Street

**Explanation:** **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2006, the State of North Carolina has leased the first floor of the Lessie Bass Building located at 1100 Ward Street. It is proposed to extend this lease.

**Explanation:** The State of North Carolina has been leasing the first floor of the Lessie Bass Building at the Lucille W. Gorham Intergenerational Center since November 2006. The building has been leased for the purpose of East Carolina University offering programs and activities in order to meet the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville. The current lease is for a one-year period expiring on February 28, 2015, with the provision for an extension for an additional one-year period upon mutual agreement. East Carolina University has requested that the lease be extended for an additional period from March 1, 2015, to May 31, 2015.

The terms and conditions of the previous lease remain the same. This includes a monthly rental payment of \$2,083.25 (the prorated portion of an annual rental payment in the amount of \$24,999). A copy of the lease is attached.

The required notice of intent to authorize the extension of this lease has been published.

**Fiscal Note:** \$6,249.75 is to be received during the three-month period.

**Recommendation:** Approval of the attached resolution which approves the extension of the lease agreement with the State of North Carolina.




---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

 [Lease Agreement](#)

 [2015\\_RESOLUTION\\_APPROVING\\_EXTENSION\\_OF\\_LEASE\\_AGREEMENT\\_1st\\_Floor\\_972130](#)

 [2015\\_Extension\\_of\\_Lease\\_State\\_of\\_NC\\_School\\_Lucille\\_W.\\_Gorham\\_Center\\_972110](#)

---

RESOLUTION NO. -15  
RESOLUTION APPROVING THE EXTENSION OF THE LEASE AGREEMENT  
WITH THE STATE OF NORTH CAROLINA

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the extension of the Lease Agreement with the State of North Carolina, for the property located on the first floor of the Lessie Bass Building located at 1100 Ward Street, Greenville, North Carolina, for a term commencing on March 1, 2015, and terminating on May 31, 2015, and for a monthly rental payment of two thousand eighty-three and 25/100ths dollars (\$2,083.25), and does further authorize the City Manager to execute said extension to the Lease Agreement.

This the 9th day of February, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

**NORTH CAROLINA  
PITT COUNTY**

**RENEWAL OF  
LEASE AGREEMENT**

In accordance with the provisions of Section 2 of the Lease Agreement by and between the City of Greenville and the State of North Carolina, relating to the first floor of the Lessie Bass Building, and dated March 11, 2013, the undersigned parties do hereby agree to renew said Lease Agreement for an additional term commencing on March 1, 2015, and terminating on May 31, 2015, with a monthly rental fee in the amount of two thousand eighty-three and 25/100ths dollars (\$2,083.25). All remaining terms and conditions of said Lease Agreement not amended by this Renewal of Lease Agreement shall remain in full force and effect.

This Renewal of Lease Agreement being executed in duplicate originals, as of the \_\_\_\_\_ day of February, 2015.

**CITY OF GREENVILLE**

BY: \_\_\_\_\_  
Barbara Lipscomb, City Manager

**STATE OF NORTH CAROLINA**

BY: \_\_\_\_\_  
A. Scott Buck, Associate Vice Chancellor  
for Administration and Finance-Business  
Services, East Carolina University

APPROVED AS TO FORM:

\_\_\_\_\_  
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

\_\_\_\_\_  
Bernita W. Demery, Director of Financial Services

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager of the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

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

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that A. Scott Buck, Associate Vice Chancellor for Administration Finance-Business Services, ECU, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

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

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

COUNTY OF PITT

THIS LEASE AGREEMENT, made and entered into this the 11<sup>th</sup> day of ~~February~~ <sup>MARCH</sup>, 2013, by and between the City of Greenville, hereinafter designated as Lessor, and the State of North Carolina, hereinafter designated as Lessee;

**WITNESSETH:**

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7<sup>th</sup>, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Greenville, County of Pitt, North Carolina, more particularly described as follows:

**Being ±1,806 square feet of office space located at the Lessie Bass Building, First Floor, 1100 Ward Avenue, Greenville, Pitt County, North Carolina. (Exhibit A – Floor Plan Attached)**

( ECU – Intergenerational Center )

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of one (1) year commencing on the 1<sup>st</sup> day of March, 2013, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 28<sup>th</sup> day of February, 2014.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$24,999.00 per annum, which sum shall be paid in equal monthly installments of \$2,083.25, said rental to be payable within fifteen (15) days from receipt an original invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

## RENEWAL

This lease agreement may be renewed for two (2) additional one (1) year periods upon mutual agreement in writing by Lessor and Lessee and in the event of such renewal, all of the terms and conditions of this lease agreement shall continue in full force and effect.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.
- C. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- D. Parking.
- E. The leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- F. Any fire or safety inspection fee and stormwater fee will be paid by Lessor.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease

is an extension or renewal shall be and remain the property of the Lessee, and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises were destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term, or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premises leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at c/o

**City Manager, Post Office Box 7207, Greenville, North Carolina 27835-7207 and the Lessee, c/o Associate Vice Chancellor for Administration and Finance – Business Services, ECU, 224 Ragsdale Building, Greenville, North Carolina 27858-4353. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.**

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

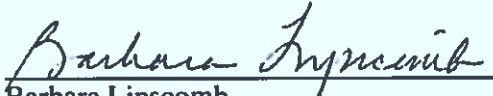
IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA



Speros J. Fleggas  
Deputy Secretary

City of Greenville



Barbara Lipscomb  
City Manager



STATE OF NORTH CAROLINA  
COUNTY OF WAKE

JOHNSTON

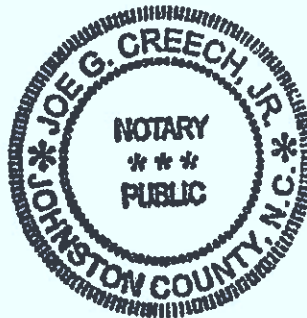
I, JOE G CREECH JR, a Notary Public in and for the County and State  
aforesaid, do hereby certify that Speros J. Fleggas, personally appeared before me this date  
and acknowledged the due execution of the foregoing instrument as the Deputy Secretary of the  
Department of Administration of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 11<sup>th</sup> day of MARCH, 2013.

Joe G Creech Jr  
Notary Public

JOE G CREECH JR  
Print Name

My Commission Expires:  
9-8-2017



STATE OF NORTH CAROLINA  
COUNTY OF PITT

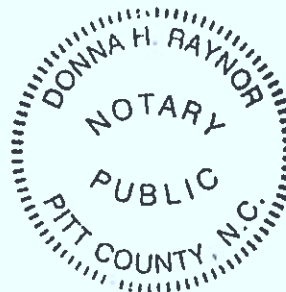
I, Donna H. Raynor, a Notary Public in and for the County and  
State aforesaid, do hereby certify that Barbara Lipscomb, personally came before me this day and  
acknowledged the due execution of the foregoing instrument as City Manager of the City of  
Greenville for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 22<sup>nd</sup> day of February, 2013.

Donna H. Raynor  
Notary Public

Donna H. Raynor  
Print Name

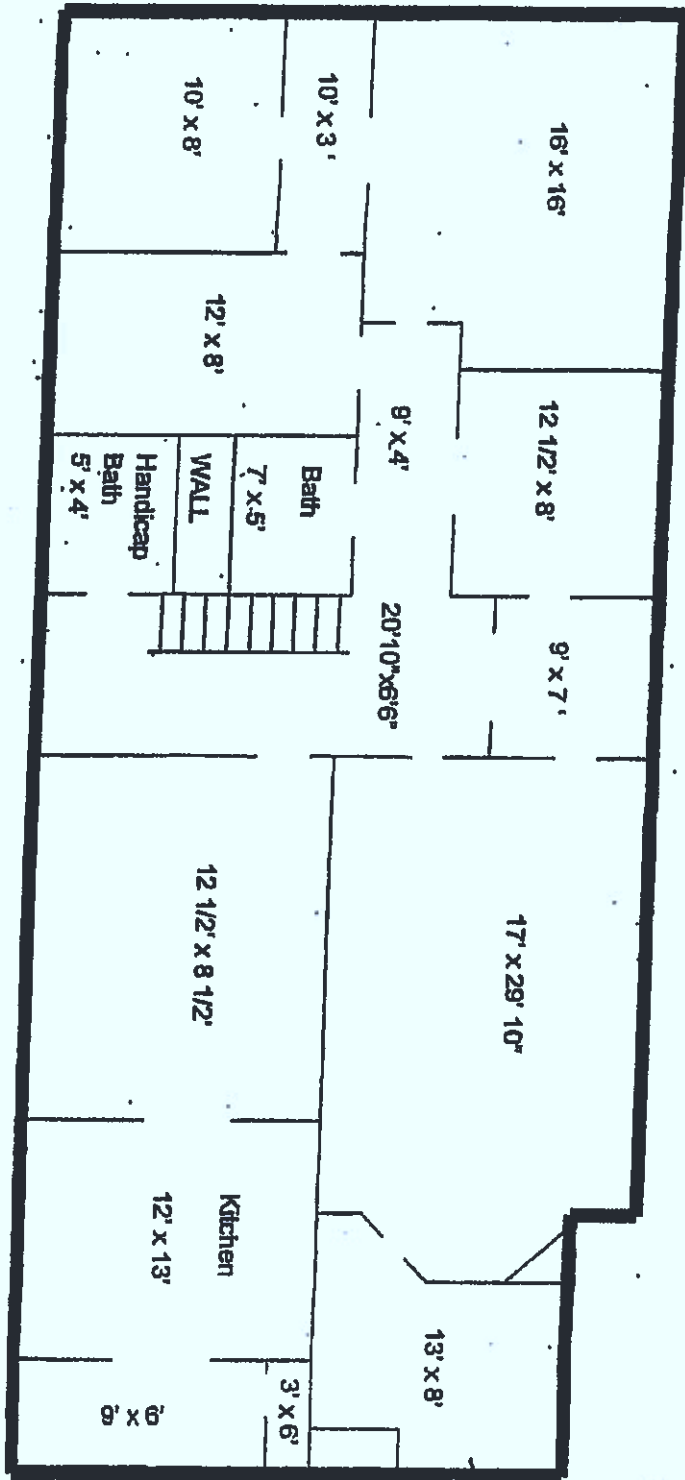
My Commission Expires:  
12/25/2015



**Exhibit A**

**LESSIE BASS BUILDING**

**First Floor Plan**





# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Resolution approving the extension of the lease agreement with Lucille W. Gorham Intergenerational Community Center, Inc. for the second floor of the Lessie Bass Building located at 1100 Ward Street

**Explanation:** **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2010, the Lucille W. Gorham Intergenerational Community Center, Inc., has leased the second floor of the Lessie Bass Building located at 1100 Ward Street. It is proposed to renew this lease.

**Explanation:** The Lucille W. Gorham Intergenerational Community Center, Inc. has leased the second floor of the Lessie Bass Building since March 1, 2010. The current lease is for a one-year period expiring on February 28, 2015, with a provision for an extension for an additional one-year period upon mutual agreement. It is desired to extend the lease with the Lucille W. Gorham Intergenerational Community Center, Inc. for a one-year term.

The extension for the lease is for a one-year term. These terms and conditions of the lease basically parallel the provisions of the lease with the State of North Carolina for the first floor except that the annual rental amount is a nominal amount of \$1. The lease also provides for the nonprofit to cooperate with East Carolina University relating to matters involving the shared use of the Lessie Bass Building. A copy of the lease is attached.

The required notice of the intent to authorize the extension of the lease has been published.


**Fiscal Note:** \$1 to be received as an annual lease payment each year.

**Recommendation:** Approval of the resolution which approves the extension of the lease agreement with the Lucille W. Gorham Intergenerational Community Center, Inc.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

 [Lease](#)

 [2015\\_Extension\\_of\\_Lease\\_Lessis\\_Bass\\_Bldg\\_Non\\_Profit\\_995852](#)

 [2015\\_RESOLUTION\\_APPROVING\\_EXTENSION\\_OF\\_LEASE\\_AGREEMENT\\_972139](#)

---

**NORTH CAROLINA  
PITT COUNTY**

**EXTENSION OF  
LEASE AGREEMENT**

In accordance with the provisions of section 1 of the Lease Agreement by and between the City of Greenville and Lucille W. Gorham Intergenerational Community Center, Inc., and dated February 12, 2013, the undersigned parties do hereby agree to extend the term of said Lease Agreement for an additional term of one (1) year so that the term terminates on February 29, 2016. All remaining terms and conditions of said Lease Agreement not amended by this Extension of Lease Agreement shall remain in full force and effect.

This Extension of Lease Agreement being executed in duplicate originals, as of the \_\_\_\_\_ day of February, 2015.

**CITY OF GREENVILLE**

BY: \_\_\_\_\_  
Barbara Lipscomb, City Manager

**LUCILLE W. GORHAM  
INTERGENERATIONAL  
COMMUNITY CENTER, INC.**

BY: \_\_\_\_\_  
Gracie M. Vines, Co-Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
David A. Holec, City Attorney

**PRE-AUDIT CERTIFICATION**

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

\_\_\_\_\_  
Bernita W. Demery, Director of Financial Services

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager of the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

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

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that Gracie M. Vines, Co-Chair for the Lucille W. Gorham Intergenerational Community Center, Inc., personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

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

RESOLUTION NO. – 15

RESOLUTION APPROVING THE EXTENSION OF THE LEASE AGREEMENT WITH  
LUCILLE W. GORHAM INTERGENERATIONAL COMMUNITY CENTER, INC.

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the extension of the Lease Agreement with the Lucille W. Gorham Intergenerational Community Center, Inc., for the property located on the second floor of the Lessie Bass Building located at 1100 Ward Street, Greenville, North Carolina, for a term of one (1) year, and for an annual rental payment of one dollar, and does further authorize the City Manager to execute said extension to the Lease Agreement.

This the 9th day of February, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

**NORTH CAROLINA  
COUNTY OF PITT**

**LEASE  
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the 12<sup>th</sup> day of February, 2013, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and Lucille W. Gorham Intergenerational Community Center, Inc., a North Carolina non-profit corporation, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

The office space located on the second floor of the Lessie Bass Building located at 1100 Ward Avenue, Greenville, North Carolina.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for a period of one (1) year, commencing on the 1st day of March, 2013, and expiring on the 28th day of February, 2014. The term of this Lease Agreement may be extended for two (2) additional one (1) year periods upon mutual agreement in writing by the LESSOR and LESSEE and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in full force and effect.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of March of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall conduct programs and activities at the leased premises which relate to a multidisciplinary community center in order to meet the needs of West Greenville including, but not limited to, youth development, adult education, job training and placement, home ownership counseling, and social work. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for providing the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which the LESSEE conducts.

4. Parking Lot and Common Areas.

LESSEE shall have the use of the parking lot at the Lucille W. Gorham Intergenerational Center and the common areas, as designated by the LESSOR, of the Lucille W. Gorham Intergenerational Center on the same basis and pursuant to the same regulations and



requirements as applicable to other persons and entities that are leasing portions of the Lucille W. Gorham Intergenerational Center. For the purpose of this Lease Agreement, the Lucille W. Gorham Intergenerational Center is defined as the property and buildings shown on the attached Exhibit A which is herein incorporated by reference.

5. Intergenerational Center.

LESSOR and LESSEE understand and agree that this Lease Agreement and the programs and activities being provided by the LESSEE at the leased premises are a component of the efforts of the LESSOR and East Carolina University to provide, at the Lucille W. Gorham Intergenerational Center, a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: adult education, job training and placement, home ownership readiness counseling, and social work. LESSEE understands and agrees that East Carolina University will develop regulations relating to the use of the Lucille W. Gorham Intergenerational Center by the tenants of the Lucille W. Gorham Intergenerational Center. It is understood and agreed that said regulations shall not result in a fee or a charge to the LESSEE unless the LESSEE expressly agrees. The LESSEE agrees that the regulations relating to the use of the Lucille W. Gorham Intergenerational Center which are developed by East Carolina University shall be binding upon the LESSEE. The LESSEE shall comply with the regulations relating to the use of the Lucille W. Gorham Intergenerational Center which are developed by East Carolina University. Additionally, the LESSEE shall cooperate with East Carolina University and the other tenants of the Lucille W. Gorham Intergenerational Center in order to assist in the effort to provide a multidisciplinary community center at the Lucille W. Gorham Intergenerational Center in order to meet needs that exist in West Greenville.

6. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. Within thirty (30) days of a request, the LESSEE shall provide a written report to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Lucille W. Gorham Intergenerational Center can be generated.

7. Signage.

No signs shall be erected on the leased premises or the Lucille W. Gorham Intergenerational Center without the prior written approval of the LESSOR. It is understood and agreed that the LESSOR has the sole right to name the Lucille W. Gorham Intergenerational Center and the buildings located at the Lucille W. Gorham Intergenerational Center.

8. Shared Use of Building.

It is understood that the LESSEE is only leasing the second floor of the Lessie Bass Building and that the first floor of the Lessie Bass Building is being leased by the State of North Carolina for use by East Carolina University. The LESSEE will cooperate with East Carolina University in connection with access to the Lessie Bass Building, the provision of services at the Lessie Bass Building, and other matters relating to the shared use of the Lessie Bass Building. In

the event there is a conflict relating to any matter involving the shared use of the Lessie Bass Building which cannot be resolved by the LESSEE and East Carolina University, the LESSEE shall comply with the decision of East Carolina University relating to the unresolved matter involving the shared use of the Lessie Bass Building since it is understood and agreed that East Carolina University has the primary use of the Lessie Bass Building and LESSEE has a supplemental use of the Lessie Bass Building.

9. Repairs and Maintenance.

LESSEE agrees to accept the leased premises in its existing condition. The LESSOR shall, at its expense, be responsible for the following maintenance at the leased premises:

- (a) Maintenance of heating and air conditioning systems, electrical facilities, lighting fixtures and sockets, hot and cold water facilities, and toilet facilities.
- (b) Maintenance of lawns and parking areas.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

The LESSOR shall be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, heating and air conditioning filter pads, and broken glass.

The LESSEE shall, at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

10. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

11. Utilities.

It is understood that East Carolina University is responsible for the utility expense at the Lessie Bass Building. Therefore, the LESSEE shall not be responsible for providing and paying for any charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all similar charges in connection with the occupancy of the leased premises.

12. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

13. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

14. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

15. Indemnity.

To the extent permitted and limited by the laws of North Carolina, LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees from and against any and all liabilities, claims, and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises. To the extent permitted and limited by the laws of North Carolina, LESSEE agrees to indemnify and hold harmless East Carolina University and its officers and employees from and against any and all liabilities, claims, and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises.

16. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

17. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of

thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

18. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased property or upon the right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

19. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities except in connection with access relating to the shared use of the Lessie Bass Building with East Carolina University. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment. In addition, East Carolina University shall have the right to access the leased premises in what reasonably appears to be an emergency situation (e.g. the presence of smoke) for purposes of taking action believed necessary to preserve the health or safety of persons or property. East Carolina University will make a good faith effort to contact a representative of LESSEE by telephone prior to accessing the leased premises if the situation allows, but in any event will notify LESSEE that such access has been made immediately afterward. LESSEE will provide emergency contact information to East Carolina University and update the same as necessary.

20. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

21. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:  
City Manager  
City of Greenville  
P.O. Box 7207  
Greenville, NC 27835

If to LESSEE:  
Lucille W. Gorham Intergenerational  
Community Center, Inc.  
Gracie M. Vines, Registered Agent  
1104 Ward Street  
Greenville, NC 27834

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

22. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

23. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

24. Memorandum of Understanding.

It is understood that the LESSOR and East Carolina University have entered into a Memorandum of Understanding for the purpose of providing a cooperative effort between the LESSOR and East Carolina University for the operation of the Lucille W. Gorham Intergenerational Center in order to provide a multidisciplinary community center in an attempt to meet needs that exist in West Greenville.

25. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

**CITY OF GREENVILLE**

BY: Barbara Lipscomb  
Barbara Lipscomb, City Manager

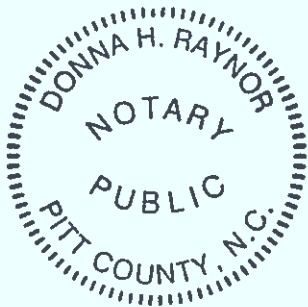
**LUCILLE W. GORHAM  
INTERGENERATIONAL  
COMMUNITY CENTER, INC.**

BY: Gracie M. Vines  
Gracie M. Vines, Co Chair

**NORTH CAROLINA  
PITT COUNTY**

I, Donna H. Raynor, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 12<sup>th</sup> day of February, 2013.



Donna H. Raynor  
Notary Public

Donna H. Raynor  
Print Name

My Commission Expires: 12/25/2015

**NORTH CAROLINA  
PITT COUNTY**

I, Rhonda B. Wilkerson, Notary Public in and for the aforesaid County and State, do hereby certify that Gracie M. Vines, Co Chair of the Lucille W. Gorham Intergenerational Community Center, Inc., personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 5<sup>th</sup> day of February, 2013.

Rhonda B. Wilkerson  
Notary Public

Rhonda B. Wilkerson  
Print Name

My Commission Expires: 5/21/17



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Resolution approving the extension of the lease agreement with the Little Willie Center, Inc., of Pitt County for the rectory and annex buildings at the Lucille W. Gorham Intergenerational Center

**Explanation:** **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2007, the Little Willie Center, Inc. of Pitt County has leased the rectory and annex buildings at the Center. It is proposed to extend this lease.

**Explanation:** The Rectory and Annex buildings located at the Lucille W. Gorham Intergenerational Center have been leased by the Little Willie Center, Inc. of Pitt County since 2007. The current lease is for a one-year period expiring on February 28, 2015, with a provision for an extension for an additional one-year period upon mutual agreement. It is desired to extend the lease with the Little Willie Center for a one-year term.

The extension is for a one-year period. The lease payment is \$1 per year. The Little Willie Center is responsible for all utility expenses and all housekeeping, cleaning, and janitorial expenses for the building. The Little Willie Center is responsible for maintenance and repairs for the building except that repairs greater than \$500 are to be shared equally and only occur upon agreement of both the City and the Little Willie Center. The City is responsible for maintenance of the heating and air conditioning system, maintenance of lawns and parking areas, and fire extinguisher servicing, pest control, and outside trash disposal. A copy of the lease is attached.

Notice of Council's intent to approve the lease has been published as required by law.

**Fiscal Note:** The rental payment in the lease is \$1 per year.



**Recommendation:** Approve the attached resolution approving the extension of the lease agreement with the Little Willie Center.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

[Lease](#)

[2015 Extension of Lease Little Willie Center 995853](#)

[2015 Resolution Approving Extension of Lease Agreement Little Willie Center 996311](#)

---

**NORTH CAROLINA  
PITT COUNTY**

**EXTENSION OF  
LEASE AGREEMENT**

In accordance with the provisions of section 1 of the Lease Agreement by and between the City of Greenville and Little Willie Center, Inc. of Pitt County, and dated February 12, 2013, the undersigned parties do hereby agree to extend the term of said Lease Agreement for an additional term of one (1) year so that the term terminates on February 29, 2016. All remaining terms and conditions of said Lease Agreement not amended by this Extension of Lease Agreement shall remain in full force and effect.

This Extension of Lease Agreement being executed in duplicate originals, as of the \_\_\_\_\_ day of February, 2015.

**CITY OF GREENVILLE**

BY: \_\_\_\_\_  
Barbara Lipscomb, City Manager

**LITTLE WILLIE CENTER, INC.  
OF PITT COUNTY**

BY: \_\_\_\_\_  
Marvin N. Arrington, Jr., Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

\_\_\_\_\_  
Bernita W. Demery, Director of Financial Services

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager of the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

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

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that Marvin N. Arrington, Jr., Chairman for the Little Willie Center, Inc. of Pitt County, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

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

RESOLUTION NO. – 15

RESOLUTION APPROVING THE EXTENSION OF THE LEASE AGREEMENT WITH  
THE LITTLE WILLIE CENTER, INC., OF PITT COUNTY

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the extension of the Lease Agreement with the Little Willie Center, Inc., of Pitt County for a portion of the Intergenerational Center Property consisting of the Rectory and the Annex, for a term of one (1) year, for an annual rental payment of one dollar, and does further authorize the City Manager to execute said extension to the Lease Agreement.

This the 9th day of February, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

**NORTH CAROLINA  
COUNTY OF PITT**

**LEASE  
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the 12<sup>th</sup> day of February, 2013, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and Little Willie Center, Inc. of Pitt County, a North Carolina non-profit corporation, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A portion of the Intergenerational Center Property consisting of Rectory and Annex, said portion being leased being "B" and "C", as shown on Exhibit A and being hereinafter referred to as the leased premises, said Exhibit A is attached hereto and herein incorporated by reference.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for one (1) year, commencing on the 1st day of March, 2013, and expiring on the 28th day of February, 2014. The term of this Lease Agreement may be extended for two (2) additional one (1) year periods upon mutual agreement in writing by the Lessor and Lessee and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in force and effect.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of December of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall conduct programs and activities at the leased premises which relate to the delivery of tutoring and mentoring services for latch-key (home-alone) children and similar activities which have been conducted by the LESSEE at the leased premises pursuant to a previous lease arrangement. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for providing the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which the LESSEE conducts.

During the term of this Lease Agreement, the LESSEE shall not reinstall a chain link fence in the front yard of the property leased by the LESSEE at 807 West Fifth Street. During the term of this Lease Agreement, the LESSEE shall not place any outdoor play equipment,

picnic tables or similar items on the property leased by LESSEE at 807 West Fifth Street as long as said property is used by the LESSEE for administrative purposes. LESSEE may continue to use the property leased by the LESSEE at 807 West Fifth Street for a community garden provided that said use does not result in the reinstallation of a chain link fence in the front yard of the property or the placement of any outdoor play equipment, picnic tables, or similar items on the property.

4. Parking Lot, Playground, and Common Areas.

LESSEE shall have the use of the parking lot at the Intergenerational Center Property, the playground at the Intergenerational Center Property, and the common areas, as designated by the LESSOR, of the Intergenerational Center Property on the same basis and pursuant to the same regulations and requirements as applicable to other persons and entities that are leasing portions of the Intergenerational Center Property.

5. Intergenerational Center.

LESSOR and LESSEE understand and agree that this Lease Agreement and the programs and activities being provided by the LESSEE at the leased premises are a component of the efforts of the LESSOR and East Carolina University to provide, at the Intergenerational Center Property, a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: adult education, job training and placement, home ownership readiness counseling, and social work. LESSEE understands and agrees that East Carolina University will serve as the onsite property manager for the Intergenerational Center Property which means that East Carolina University, in addition to recruiting, assessing and approving tenants, will develop regulations relating to the use of the Intergenerational Center Property by the tenants. The LESSEE shall comply with the regulations relating to the use of the Intergenerational Center Property which are developed by East Carolina University. Additionally, the LESSEE shall cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center.

6. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. Within thirty (30) days of a request, the LESSEE shall provide information to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated.

7. Signage.

No signs shall be erected on the leased premises or the Intergenerational Center Property without the prior written approval of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that LESSEE shall be permitted to install a sign at both the Rectory and Annex which incorporates the LESSEE's logo subject to the written approval of the LESSOR as to the size and location of the sign. It is understood and agreed that the LESSOR has the sole

right to name the Intergenerational Center and the buildings located on the Intergenerational Center Property.

8. Existing Conditions.

LESSEE agrees to accept the leased premises in its existing condition.

9. Repairs and Maintenance.

The LESSOR shall, at its expense, be responsible for the following maintenance at the leased premises:

- (a) Routine, periodic maintenance for heating and air conditioning systems including, but not limited to, the replacement of filter pads.
- (b) Maintenance of lawns, parking areas, playgrounds, and common areas.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

Except as otherwise provided in this section, the LESSEE shall be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in a habitable and usable condition. The LESSEE shall, at its sole expense, keep the leased premises in good condition, reasonable wear and tear excepted. The LESSEE shall give the LESSOR notice of any repairs made. Notwithstanding the foregoing, in the event the repairs are major repairs, as defined herein, the LESSEE and LESSOR shall determine whether to complete the repairs prior to the repairs being completed by the LESSEE. If it is determined to complete the major repairs, then the major repairs shall be completed by the LESSEE and the LESSOR and LESSEE shall each pay fifty percent (50%) of the cost of the repairs. If it is determined to not complete the major repairs, then the LESSOR and the LESSEE shall each have the right to terminate this Lease Agreement, without breaching its obligations hereunder, by providing the other party with written notice of its decision to terminate and the leased premises shall be vacated by the LESSEE within sixty (60) days after notice. For the purpose of this paragraph, major repairs shall mean any repair for which the cost of repair exceeds FIVE HUNDRED DOLLARS (\$500).

The LESSEE shall, at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant, and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

10. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

11. Utilities.

The LESSEE shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the

occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

12. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

13. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that either building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

14. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

15. Indemnity.

To the extent permitted and limited by the laws of North Carolina, the LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises.

16. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.



17. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

18. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer, or materialmen to become and remain a lien on the leased property or upon the right, title, or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify, and hold harmless the LESSOR from and in respect of any and all such claims.

19. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

20. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement, may peacefully and quietly have, hold, and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

21. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:  
City Manager  
City of Greenville  
P.O. Box 7207  
Greenville, NC 27835

If to LESSEE:  
Executive Director  
Little Willie Center Inc. of Pitt County  
807 W. Fifth Street  
Greenville, NC 27834

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

22. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR and East Carolina University from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

23. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

24. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

**CITY OF GREENVILLE**

BY: Barbara Lipscomb  
Barbara Lipscomb, City Manager

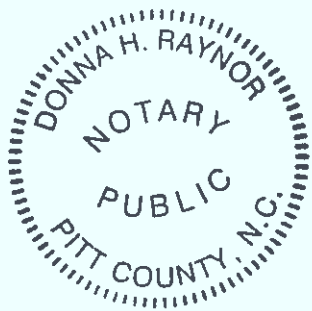
**LITTLE WILLIE CENTER, INC.  
OF PITT COUNTY**

BY: Marvin N. Arrington, Jr.  
Marvin N. Arrington, Jr, Chairman

**NORTH CAROLINA  
PITT COUNTY**

I, Donna H. Raynor, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 12<sup>th</sup> day of February, 2013.



Donna H. Raynor  
Notary Public

Donna H. Raynor  
Print Name

My Commission Expires: 12/25/2015

**NORTH CAROLINA  
PITT COUNTY**

I, Rhonda B. Wilkerson, Notary Public in and for the aforesaid County and State, do hereby certify that Marvin N. Arrington, Jr., Chairman of Little Willie Center, Inc. of Pitt County, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 11<sup>th</sup> day of February, 2013.

Rhonda B. Wilkerson  
Notary Public

Rhonda B. Wilkerson  
Print Name

My Commission Expires: 5/21/17

**Exhibit A: Lucille W. Gorham Intergenerational Center**



Building	Name
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building

Item # 7

**Boundary of Property**





# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Amendments to the Assignment of Classes to Pay Grades and Ranges (Pay Plan) and approval of reclassification and reallocation requests

**Explanation:** **Abstract:** To maximize the effectiveness of organizational structure, the City Manager’s Office and the Police and Fire/Rescue Departments are proposing to reclassify and/or reallocate the positions denoted below.

**Explanation:** Departmental restructurings have resulted in the submittal for reclassification of positions within the Police and Fire/Rescue Departments and the change in the allocation of positions within the City Manager’s Office and the Fire/Rescue Department.

*Reclassifications:* the three positions proposed for reclassification are as follows:

Current position title	Current pay grade	Proposed position title	Proposed pay grade
Senior Parking Control Officer	110	Senior Parking Control Officer	111
Code Enforcement Officer	110	Lead Code Enforcement Officer	111
Fire Marshal	360	Fire Marshal/Battalion Chief	370

The Police Department has re-evaluated its operations within the Code Enforcement Division and is proposing to reclassify the vacant Senior Parking Control Officer position from pay grade 110 to pay grade 111. The request is based on the higher level of technical skills required for the position, as it will enforce ordinances related to taxi and wrecker services in addition to overseeing parking operations and taxi and wrecker permitting. Additionally, the position will assist in supervising Parking Control Officers, complete payroll functions, prepare various reports, and handle the more complex and technical problems and customer inquiries in the work unit.

The Lead Code Enforcement Officer position is proposed for pay grade 111 because it is a lead position. The lead work is in addition to the regular duties of a Code Enforcement Officer. Therefore, the proposed Lead Code Enforcement Officer position will, as a primary duty, perform inspections work in the enforcement of the City Code in the areas of minimum housing and nuisance abatement. Lead positions do not perform the full range of supervision over others but assist in supervising other employees by training new employees, assigning work, and performing other limited supervisory duties. Because of the limited supervisory responsibility of lead positions, lead positions are classified one pay grade higher than the base classification.

Both proposed positions will report directly to the Code Enforcement Coordinator position. Shifting some of the day-to-day supervisory responsibilities to the Senior Parking Control Officer and Lead Code Enforcement Officer will allow the Code Enforcement Coordinator to focus efforts on ensuring operational effectiveness of the entire Code Enforcement Division which includes Code Enforcement, Animal Protective Services, and Parking Control.

The Fire/Rescue Chief is proposing to reclassify the Fire Marshal position from pay grade 360 to pay grade 370, the same pay grade as Battalion Chief. This reclassification request is consistent with the recommendation of ICMA to reclassify the Fire Marshal position to a middle management level classification due to the critical and visible nature of the position.

Reallocations: the three positions proposed for reallocation are as follows:

Position title	Current Number of Positions	Revised Number of Positions	Pay Grade
Assistant City Manager	1	2	126
EMS Specialist	48	45	330
F/R Lieutenant	16	19	340

The City Manager is proposing to make some organizational changes to address the need for an Assistant City Manager to serve as the City's Chief Financial Officer and provide administrative guidance to Financial Services, the newly created Office of Budget and Evaluation, and other City departments to be determined. The existing Assistant City Manager position will serve as the City's Chief Operating Officer and will provide guidance to the larger operating City departments. The exact configuration of departments will be determined depending on experience and interest of the newly hired Assistant City Managers. The City Manager will continue to provide direct administrative guidance to certain departments such as the Police Department, and indirect guidance to all other departments through the two Assistant City Managers. If approved, both Assistant City Manager positions will serve as the City's second ranking administrative officer, after the City Manager. This reorganization will address the increasing level of responsibility within the City Manager's Office and ensure that the City's goals and objectives are achieved in a timely and

professional manner. Comparative benchmark data of other larger and smaller North Carolina cities is attached.

The Fire/Rescue Chief is proposing to reallocate three EMS Specialist positions to the rank of F/R Lieutenant. This reallocation will provide additional EMS supervision for each shift, while maintaining a high level of patient care at the paramedic level. This reallocation is consistent with the recommendation of ICMA, which recently conducted an analysis of fire and emergency medical services operations for the Greenville Fire/Rescue Department.

**Fiscal Note:**

The position reclassifications and reallocations will result in additional personnel costs of approximately \$57,595 for FY 14/15 and \$182,620 for FY 15/16, as detailed below. With the exception of the personnel costs for adding an Assistant City Manager position, sufficient personnel funds are available in the respective departmental budgets to cover these requests during FY 14/15. Funding for the additional Assistant City Manager position will be covered by a combination of the savings from the lapsed salary of the vacant Assistant City Manager position and funding from other sources. Additional personnel funds will be allocated for FY 15/16.

<i>Reclassifications:</i>	<u>FY 14/15</u>	<u>FY 15/16</u>
Senior Parking Control Officer (from pay grade 110 to 111)	\$2,038	\$2,142
Code Enforcement Officer to Lead Code Enforcement Officer	2,011	2,111
Fire Marshal to Fire Marshal/Battalion Chief	<u>3,640</u>	<u>3,640</u>
<b>Reclassifications Total</b>	<b>\$7,689</b>	<b>\$7,893</b>
<i>Reallocations:</i>		
Addition of one (1) Assistant City Manager/CFO position ( <i>assumes 4/1/15 appointment date</i> )	\$40,789*	\$163,154
Additional expense of three (3) F/R Lieutenant positions	<u>9,117</u>	<u>9,573</u>
<b>Reallocations Total</b>	<b>\$49,906</b>	<b>\$174,727</b>
<b>Total fiscal impact</b>	<b>\$57,595</b>	<b>\$182,620</b>

\* Possible relocation expenses to be determined.

**Recommendation:**

Approve the amendments to the Assignment of Classes to Pay Grades and Ranges (Pay Plan) to incorporate the proposed changes.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Survey](#)

---



Survey of North Carolina Communities:  
Assistant / Deputy City Manager Staffing Levels

Population Rank	City	2010 Population	# of Assistant or Deputy City Managers
1	Charlotte	731,424	4
2	Raleigh	403,892	3
3	Greensboro	269,666	4
4	Winston-Salem	229,617	3
5	Durham	228,330	3
6	Fayetteville	200,564	3
7	Cary	135,234	3
8	Wilmington	106,476	1
9	High Point	104,371	2
10	Greenville	84,554	1
11	Asheville	83,393	1*
12	Concord	79,066	2
13	Gastonia	71,741	2
14	Jacksonville	70,145	2
15	Rocky Mount	57,477	2
16	Chapel Hill	57,233	1

} Cities within 30,000 Population of Greenville

\*In addition to one Assistant City Manager, Asheville also has an Executive Director of Planning and Multi-Modal Transportation which oversees multiple City departments and effectively acts as a second Assistant City Manager.



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Various tax refunds greater than \$100

**Explanation:** **Abstract:** Pursuant to North Carolina General Statute 105-381, adjustment refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are now before City Council for their approval as well. These adjustment refunds will be reported as they occur when they exceed \$100.

**Explanation:** The Director of Financial Services reports refunds of the following taxes:

<b><u>Payee</u></b>	<b><u>Adjustment Refunds</u></b>	<b><u>Amount</u></b>
Conseca E. H. Cortes	Individual Personal Property	\$114.94
Covenant United Methodist Church	Registered Motor Vehicles	\$663.49
Gabriel Marrero Rodriguez	Individual Personal Property	\$440.82
Charles S. Gupton	Registered Motor Vehicles	\$136.74
Jesse B. Holland Jr.	Registered Motor Vehicles	\$163.16
Jarvis Memorial United Methodist Church	Registered Motor Vehicles	\$236.99
Pitt & Green EMC	Registered Motor Vehicles	\$266.56
Alakananda Roy	Registered Motor Vehicles	\$323.78
Casandra B. Tripp	Registered Motor Vehicles	\$351.03

**Fiscal Note:** The total to be refunded is \$2,697.51.

**Recommendation:** Approval of tax refunds by City Council.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / [click to download](#)

---



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Budget ordinance amendment #6 to the 2014-2015 City of Greenville budget (Ordinance #14-036) and amendments to the 4th Street Parking Garage Capital Project Fund (Ordinance #13-025) and the Center City Revitalization Capital Project Fund (Ordinance #05-127)

**Explanation:** **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2014-2015 budget and two other funds.

**Explanation:**  
Attached for consideration at the February 9, 2015, City Council meeting is an ordinance amending the 2014-2015 budget (Ordinance #14-036), the 4th Street Parking Garage Capital Project Fund (Ordinance #13-025), and the Center City Revitalization Capital Project Fund (Ordinance #05-127). For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

**A** To appropriate funds used for the Hurricane Arthur Deployment in July of this year. These funds have been reimbursed by the State (\$20,072).

**B** To appropriate travel funds used, that were not anticipated, for the Fire Safety Show at the North Carolina State Fair. These funds have been reimbursed by the North Carolina Department of Insurance (\$1,392).

**C** To appropriate donations received from the community to support payments to the "Pink Heals" annual campaign (\$4,121).

**D** To appropriate funds needed for improvements to the access-ways, alleys, and plaza surrounding the 4th Street Parking Garage. The Redevelopment Commission has committed \$110,500 of the total amount of \$156,960. The remaining funds will be subsidized by the property owners (\$36,107) and a portion of the contingency budget (\$10,353) that is already set up within the project fund. The Redevelopment Commission will pay for additional improvements to the property for repairs and to seal the north and south walls as well as demolishing a portion of the south

wall and cutting access to a privately owned alley leading to the parking garage (\$50,000). (\$196,607)

**Fiscal Note:**

The budget ordinance amendment affects the following funds: increases the General Fund by \$1,335,585; and increases the 4th Street Parking Garage Capital Project Fund by \$196,607. The budget change within the Center City Capital Project Fund has no impact.

<b>Fund Name</b>	<b>Original /Amended Budget</b>	<b>Proposed Amendment</b>	<b>Amended Budget 2/9/2015</b>
General	\$ 83,992,889	\$ 25,585	\$ 84,018,474
4 <sup>th</sup> Street Parking Garage	\$ 4,997,546	\$ 196,607	\$ 5,194,153
Center City Revitalization	\$ 5,330,417	\$ -	\$ 5,330,417

**Recommendation:**

Approve budget ordinance amendment #6 to the 2014-2015 City of Greenville budget (Ordinance #14-036) and amendments to the 4th Street Parking Garage Capital Project Fund (Ordinance #13-025) and the Center City Revitalization Capital Project Fund (Ordinance #05-127)

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Budget Amendment FY 2014 2015 985202](#)

ORDINANCE NO. 15-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#6) Amending the 2014-2015 Budget (Ordinance #14-036),  
the 4th Street Parking Garage Capital Project Fund (Ordinance #13-025), and  
the Center City Revitalization Capital Project Fund (Ordinance #05-127)

**THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:**

**Section I:** Estimated Revenues and Appropriations. **General Fund**, of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<b>ORIGINAL 2014-2015 BUDGET</b>		<b>#6 Amended 2/9/15</b>	<b>Total Amendments</b>		<b>Amended 2014-2015 Budget</b>
<b><u>ESTIMATED REVENUES</u></b>						
Property Tax	\$ 32,943,768		\$ -	\$ -		\$ 32,943,768
Sales Tax	15,236,081		-	-		15,236,081
Video Prog. & Telecom. Service Tax	904,000		-	-		904,000
Rental Vehicle Gross Receipts	124,440		-	-		124,440
Utilities Franchise Tax	5,763,988		-	-		5,763,988
Motor Vehicle Tax	1,065,237		-	-		1,065,237
Other Unrestricted Intergov't Revenue	777,245		-	-		777,245
Powell Bill	2,215,848		-	-		2,215,848
Restricted Intergov't Revenues	1,649,591	A,B,C	25,585	199,686		1,849,277
Privilege License	535,485		-	-		535,485
Other Licenses, Permits and Fees	4,227,205		-	1,454		4,228,659
Rescue Service Transport	3,055,250		-	-		3,055,250
Parking Violation Penalties, Leases, & Meters	430,650		-	-		430,650
Other Sales & Services	372,577		-	5,000		377,577
Other Revenues	248,106		-	-		248,106
Interest on Investments	551,012		-	-		551,012
Transfers In GUC	6,485,183		-	-		6,485,183
Appropriated Fund Balance	4,435,020		-	2,791,648		7,226,668
<b>TOTAL REVENUES</b>	<b>\$ 81,020,686</b>		<b>\$ 25,585</b>	<b>\$ 2,997,788</b>		<b>\$ 84,018,474</b>
<b><u>APPROPRIATIONS</u></b>						
Mayor/City Council	\$ 321,237		\$ -	\$ -		\$ 321,237
City Manager	1,218,689		-	5,000		1,223,689
City Clerk	257,557		-	-		257,557
City Attorney	455,458		-	-		455,458
Human Resources	2,920,647		-	5,545		2,926,192
Information Technology	3,234,967		-	-		3,234,967
Fire/Rescue	13,684,689	A,B,C	25,585	41,865		13,726,553
Financial Services	2,587,864		-	1,118		2,588,982
Recreation & Parks	7,763,413		-	119,237		7,882,650
Police	23,867,860		-	124,229		23,992,089
Public Works	9,217,987		-	70,733		9,288,720
Community Development	2,659,620		-	2,542		2,662,162
OPEB	400,000		-	-		400,000
Contingency	155,869		-	(7,747)		148,122
Indirect Cost Reimbursement	(1,268,214)		-	-		(1,268,214)
Capital Improvements	4,944,577		-	27,959		4,972,536
Total Appropriations	<b>\$ 72,422,219</b>		<b>\$ 25,585</b>	<b>\$ 390,481</b>		<b>\$ 72,812,700</b>
<b><u>OTHER FINANCING SOURCES</u></b>						
Transfers to Other Funds	\$ 8,598,467		\$ -	\$ 2,607,307		\$ 11,205,774
	<b>\$ 8,598,467</b>		<b>\$ -</b>	<b>\$ 2,607,307</b>		<b>\$ 11,205,774</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 81,020,686</b>		<b>\$ 25,585</b>	<b>\$ 2,997,788</b>		<b>\$ 84,018,474</b>

**Section II:** Estimated Revenues and Appropriations. **Center City Capital Project Fund**, of Ordinance 05-127, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<b>ADJUSTED BUDGET</b>		<b>Amended 2/9/15</b>		<b>Total Amendments</b>		<b>Amended Budget</b>
<b>ESTIMATED REVENUES</b>							
Special State/Fed/Loc Grants	\$ 32,500		\$ -		\$ -		\$ 32,500
Investment Earnings	273,013		-		-		273,013
Bond Proceeds	5,024,904		-		-		5,024,904
<b>TOTAL REVENUES</b>	<b>\$ 5,330,417</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ 5,330,417</b>
<b>APPROPRIATIONS</b>							
Acquisition	\$ 935,000	D	\$ (160,500)		\$ (160,500)		\$ 774,500
Infrastructure	3,851,015		-		-		3,851,015
Construction	198,208		-		-		198,208
Development Financing	269,896		-		-		269,896
Bond Administrative Costs	76,298		-		-		76,298
Transfer to the 4th Street Parking Garage	-	D	160,500		160,500		160,500
Total Expenditures	\$ 5,330,417		\$ -		\$ -		\$ 5,330,417
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 5,330,417</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 5,330,417</b>

**Section III:** Estimated Revenues and Appropriations. **4th Street Parking Garage Capital Project Fund**, of Ordinance 13-025, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<b>ADJUSTED BUDGET</b>		<b>Amended 2/9/15</b>		<b>Total Amendments</b>		<b>Amended Budget</b>
<b>ESTIMATED REVENUES</b>							
Bond Proceeds	\$ 4,997,546		\$ -		\$ -		\$ 4,997,546
Property Owners		D	36,107		36,107		36,107
Transfer from Center City Revitalization Project	-	D	160,500		160,500		160,500
<b>TOTAL REVENUES</b>	<b>\$ 4,997,546</b>		<b>\$ 196,607</b>		<b>\$ 196,607</b>		<b>\$ 5,194,153</b>
<b>APPROPRIATIONS</b>							
Design	\$ 411,500		\$ -		\$ -		\$ 411,500
Construction	4,448,286	D	196,607		196,607		4,644,893
Contingency	39,769		-		-		39,769
Bond Administrative Costs	97,991		-		-		97,991
Total Expenditures	\$ 4,997,546		\$ 196,607		\$ 196,607		\$ 5,194,153
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 4,997,546</b>		<b>\$ 196,607</b>		<b>\$ 196,607</b>		<b>\$ 5,194,153</b>

Adopted this 9th day of February, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

---

**Title of Item:** Presentations by Boards and Commissions

- a. Board of Adjustment
- b. Human Relations Council

**Explanation:** The Board of Adjustment and Human Relations Council are scheduled to make their annual presentations to City Council at the February 9, 2015, meeting.

**Fiscal Note:** N/A

**Recommendation:** Hear the presentations from the Board of Adjustment and Human Relations Council.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

---





# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Contract for professional services for the South Greenville Recreation Center and Park Renovations

**Explanation:** **Abstract:** On June 13, 2013, City Council adopted the FY14 Budget, which included \$200,000 for planning and architectural services related to the South Greenville Recreation Center and Park renovations. On November 13, 2014, City Council received a report from City staff on the status of the planning and design phase of the project. The next step in the planning and design phase is for City Council to approve contracting with the recommended architectural firm for the provision of construction and bid documents.

**Explanation:** The FY14 Budget included \$200,000 for planning and architectural services related to the South Greenville Recreation Center and Park renovations. Because of the current use of the facility by the South Greenville Elementary School, City Council directed staff to coordinate with Pitt County Schools and investigate a potential partnership for shared funding opportunities at the renovated facility.

In October 2014, a revised master plan of the South Greenville Recreation Center was developed to better serve the community as a joint use facility between the City and Pitt County Schools. Recommendations included the total renovation of the gymnasium and sports fields, as well as parking improvements and the inclusion of site amenities. Additionally, the master plan recommended the demolition and reconstruction of the remainder of the facility using the existing footprint, and a 2,200 square foot building expansion that would provide much-needed office space and multipurpose rooms for an estimated cost of \$2.6 million.

On November 13, 2014, City staff provided a report on the status of the project and presented the revised master plan. During the presentation, staff from Pitt County Schools discussed School Board participation in planning and a commitment to request Pitt County approve contributing \$600,000 towards the construction of the renovated gymnasium. Upon receiving the report, City

Council approved the revised master plan and voted unanimously to move forward with the construction documents phase of the project. City staff was directed to issue a Request for Qualifications (RFQ).

As directed by City Council, staff developed an RFQ soliciting Statements of Qualifications (SOQs) for architectural and engineering services, and the RFQ was issued on December 8, 2014. During the solicitation period, the City assembled a four-person Selection Committee comprised of representatives from the Recreation and Parks Department, Financial Services Purchasing Division, and the Pitt County Schools Facilities Division. Seven SOQs were received by December 30, 2014, and were provided to the Selection Committee for review and evaluation. From the evaluation process, four architectural firms were invited to participate in an interview and presentation process. Presentations and interviews for short-listed firms were held on January 27 and 29, 2015, and through a rigorous rating process, the design team led by Hite Associates, PA was selected as the preferred firm for the project.

**Fiscal Note:**

City Council approved \$200,000 for design and planning of the South Greenville Recreation Center and Park Renovations on June 13, 2013. Hite Associates, PA has submitted a proposal to provide professional architectural and engineering services for an amount not to exceed \$172,000. During the design phase of the project, the City will enter into a separate contract with a professional estimating company for an amount not to exceed \$15,000. An owner's contingency for material testing, permitting, and department-related expenses has been budgeted in the amount of \$13,000.


**Recommendation:**

Authorize the City Manager to negotiate and enter into a contract with Hite Associates, PA for professional architectural and engineering services related to the South Greenville Recreation Center and Park Renovations in an amount not to exceed \$172,000.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Contract\\_South\\_Greenville\\_Recreation\\_Center\\_Renovations\\_Hite\\_Associates\\_996986](#)

# Standard Form of Agreement Between Owner and Architect

---

The name of this Agreement is:

## CONTRACT FOR ARCHITECTURAL SERVICES RELATED TO THE SOUTH GREENVILLE PARK AND RECREATION CENTER RENOVATIONS

This contract is made and entered into as of the \_\_\_\_\_ day of **February, 2015**, by the City of Greenville (“City”) and Hite Associates, P.C. (“Designer”), a professional corporation organized and existing under the laws of North Carolina

Sec. 1. Background and Purpose. The current facilities at the South Greenville Recreation Center and Park are outdated and inadequate in serving its users. There are a wide array of deferred maintenance related issues that must be addressed to render the building compliant with current North Carolina building codes and the Americans with Disabilities Act (ADA). In an effort to address much-needed upgrades and renovations to the South Greenville Recreation Center, the City is seeking professional architectural services for the provision of bid documents that includes construction drawings, project manual, technical specifications, and a statement of probable cost. The project focuses on major renovations to the existing 6,690 square foot gymnasium and storage areas, the demolition/reconstruction of the existing 8,054 square foot building space that currently houses office space for staff, a computer lab, weight room, and a multi-purpose room, kitchenette, and staff restroom. Additionally, the project will include a 2,200 square foot building addition that includes 2 multi-purpose rooms, storage, and staff office.

Site improvements for the project include vehicular circulation, ADA compliant sidewalks, two paved parking areas, renovations to the practice baseball field and multi-purpose field, and site amenities.

Sec. 2. Services and Scope to be Performed. The Designer shall provide design services as follows:

2.1 Schematic Phase: Facilitate design meetings with the City to develop design solutions based on the program elements in the approved South Greenville Recreation Center Master Plan. The Designer shall confirm all existing conditions documentation with the City, and prepare design studies including demolition, preliminary floor plans and site/civil plans. The Designer shall submit schematic plans (25% completion of Construction Documents) for review, comment, and approval by the City. A preliminary probable cost statement, prepared by the Designer, shall accompany the schematic plans and be the basis for a peer review by a third-party estimator.

2.1.1. Public Open House. The Designer shall facilitate a public open house at the South Greenville Recreation Center to present the preliminary schematic plans and receive detailed feedback. The completed schematic plans will be the result from feedback from the open house and comments from the City.

2.2 Design Development: The Designer shall provide Design Development documents (65% completion of construction documents) that include demolition plans, floor plans, sections and elevations, and outline specifications. In addition to architectural drawings, the Design Development documents shall include plumbing, mechanical engineering, electrical engineering, and other related disciplines required for the successful completion of the work. The final submittal of the Design Development documents shall include a statement of probable cost. The Designer shall submit Design Development documents to the City for a review and final approval prior to proceeding with the Construction Documents Phase of the Project. A probable cost statement, prepared by the Designer, shall accompany the Design Development documents and be the basis for a peer review by a third-party estimator.

2.2.1. Presentation. The Designer shall present the design at the completion of this phase to update the City Council and the Recreation and Parks Commission on the status of the project. Comments from these meetings and comments from City staff shall be the basis for preparing the construction documents.

2.3 Construction Documents: The Designer shall submit construction documents at 95% completion, for final review and comment by the City. The final submittal of bid documents shall be a sealed and signed set of construction documents detailing the work as it relates to materials, workmanship, finishes, and equipment required. The bid documents shall include plans, specifications, and a final statement of probable cost prepared by a third-party estimator.

In addition, the Designer shall provide the City with an electronic copy of the construction documents in AutoCAD LT (or a version that can be viewed in AutoCAD LT 2009) and an electronic copy of the technical specification in Microsoft Word.

2.4 Construction Budget: The Designer shall provide complete construction documents for the renovations and expansion of the South Greenville Recreation Center that has a minimum of 16,944 square feet of building space and has a maximum price for construction of \$2,600,000. The construction price shall include materials, labor, equipment, permits, testing, and construction inspection /administration, and a 5% Owner's contingency.

Sec. 3. Complete Work without Extra Cost. The City shall not be obligated to pay the Designer any payments, fees, expenses, or compensation other than those authorized by this Section 4.

Sec. 4. Compensation. The City shall pay the Designer a total fee in the amount of One Hundred Seventy Two Thousand and no/100ths dollars (\$172,000) for services referenced herein. The Designer shall be compensated on a monthly basis based on the completed services outlined below:

<b><u>PHASE</u></b>	
Schematic Design .....	25%
Design Development.....	35%
Construction Documents.....	40%

Sec. 5. Designer's Billings to City. The Designer shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City, such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Designer a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Insurance. The Designer shall not commence services under this Contract until the Designer has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this Contract. Failure to maintain the required insurance coverage shall constitute grounds for Contract termination. Insurance requirements are as follows:

**A. Public Liability and Property Damage:**

The Designer shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operation be by himself or by any sub-consultant, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the City. The City of Greenville shall be named as an additional insured on all coverage.

**B. Other Insurance:**

The Designer shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

**C. Workers Compensation.**

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

**D. Cancellation:**

Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than ten (10) days after mailing written notice to the assured of such cancellation.

**E. Proof of Carriages:**

The Designer shall furnish the City with satisfactory proof of carriage of the insurance required before written approval of such insurance is granted by the City.

**F. Sub-Consultants:**

If any part of the services to be performed under this Contract is sublet, the sub-Designer shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Designer will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Designer from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

Sec. 7. Performance of Work by City. If the Designer fails to perform the service under this contract in accordance with the schedule listed in Attachment A, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the services, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Designer notice of its intention. The Designer shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the services pursuant to this section.

Sec. 8. Termination for Convenience ("TFC").

(a) *Procedure*. Without limiting any party's right to terminate for breach, the City may, without cause, and in its discretion, terminate this Contract for convenience by giving the Designer written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action.

(b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon afterwards as is practical, and upon the City's payment to Designer of monies due, the Designer shall deliver to the City all project documents, including partly completed project documents, provided however that the City assumes all risk for use of the project documents after TFC, and the Designer shall be relieved of any liability whatsoever. In case of TFC, the Designer shall follow the City's instructions as to which Subcontracts to terminate.

(c) *Payment*. The City shall pay the Designer an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the Subcontracts, but excluding profit for the Designer. Within 20 days after TFC, the City shall pay the Designer a one hundred dollar (\$100) TFC fee and for all services performed except to the extent previously paid for. Services shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the services been completed except to the extent it would be inequitable to either party, and if services were to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for such services. The Designer shall not be entitled to any payment except as stated in this section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec.9. Notice.

(a) All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City of Greenville:

City of Greenville  
c/o Greenville Recreation and Parks Department  
P.O. Box 7207  
Greenville, NC 27835  
The fax number is (252) 329-4062

To the Designer:

Hite Associates, P.C.  
2600 Meridian Drive  
Greenville, NC 27834  
The fax number is (252) 757-1330

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 10. Indemnification. The Designer shall, to the extent permitted under North Carolina law, indemnify and hold harmless the City and its officers and employees from and against all liabilities, damages, losses, and costs that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Designer or any sub-consultant or other persons employed or utilized by the Designer in the performance of this Contract except when such liabilities, damages, losses, and costs are proximately caused by or result from the negligence, in whole or in part, of the City or its independent Contractors, agents, officers or employees.

Sec. 11. Miscellaneous.

(a) Choice of Law and Forum. This Contract shall be deemed made in Pitt County, North Carolina. This Contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice in Pitt County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Designer shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Designer and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Designer's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Designer the right to assign, it is agreed that the duties of the Designer that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. Consistent with the Standard of Care set forth in this Contract, in performing all of the services, the Designer shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS DESIGNERS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBDESIGNERS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract, the Designer agrees as follows: (1) The Designer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Designer shall take affirmative action to insure that applicants are employed and that employees are treated equally during

employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Designer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Designer shall in all solicitations or advertisement for employees placed by or on behalf of the Designer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Designer shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding. (4) In the event of the Designer's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Contract, in whole or in part, and the City may declare the Designer ineligible for further City Contracts. (5) Unless exempted by the City Council of the City of Greenville, the Designer shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every Subcontract related to this Contract so that these EEO provisions will be binding upon such sub-Designer and vendors.

(i) No Third Party Rights Created. This Contract is intended for the benefit of the City and the Designer and not any other person.

(j) Principles of Interpretation and Definitions. In this Contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to Contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this Contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only and shall not be construed to affect the meaning of this Contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(k) Modifications. Entire Agreement. A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

(l) Standard of Care. In rendering its services under this Contract, the Designer shall exercise that degree of care which a Designer of ordinary skill and prudence practicing in Pitt County, North Carolina, or similar communities would exercise under the same or similar circumstances.

(m) Hazardous Materials. Designer shall have no responsibility or liability for the discovery, presence, identification, evaluation, handling, removal, or disposal of or exposure of persons to hazardous (or allegedly hazardous) materials in any form at the project, including but not limited to asbestos, mold, mildew, PCB, or other toxic substances.



(n) Use and Ownership of Documents. Drawings, specifications, and other documents, including those in electronic form, prepared by the Designer and the Designer's consultants are Instruments of Service for use solely with respect to the South Greenville Recreation Center Renovations project. The Designer and the Designer's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights. Upon execution of this Contract, the Designer grants to the City a nonexclusive license to reproduce the Designer's Instruments of Service solely for purposes of constructing, maintaining, repairing, using, renovating, and expanding said project or for future project design other than construction of another building, provided that the City shall comply with all obligations, including payment of all sums when due, under the Contract. The Designer shall obtain similar nonexclusive licenses for the City from the Designer's consultants.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE:

HITE ASSOCIATES, P.C.

BY: \_\_\_\_\_  
Barbara Lipscomb  
City Manager

BY: \_\_\_\_\_  
James G. Hite, AIA  
President

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: \_\_\_\_\_  
Bernita W. Demery, CPA, Director of Financial Services

## ATTACHMENT A – PROJECT SCHEDULE

As-built Survey .....	March 2, 2015
Schematic Design Phase .....	March 23, 2015
Public Open House .....	March 30, 2015
Design Development Phase .....	April 20, 2015
Presentation .....	April 27, 2015
Construction Documents 95% .....	May 25, 2015
Final Bid Documents .....	June 15, 2015



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Ordinance amending the discount rate for the prepayment of property taxes

**Explanation:** **Abstract:** This item is to request a change to the City's property tax discount rate from 2% to ½%. This change will align the City's tax discount with Pitt County's new rate.

**Explanation:** By contract, Pitt County collects property taxes for the City of Greenville and four other local municipalities. The County Commissioners adopted a resolution to lower the discount for prepayment of real property taxes from 2% to ½% on June 16, 2014. Pitt County has requested that all five municipalities take action in order to maintain a uniform discount rate. Attached is the proposed ordinance to make this action effective for taxes levied by the City. Changes of such nature are due to the NC Department of Revenue no later than April 30, 2015.

**Fiscal Note:** The City granted \$405,755 in discounts for 2013-2014. Assuming similar collections for the next fiscal year, the City would see a reduction in the amount of discounts granted to approximately \$101,438. This could result in a revenue gain of \$304,317 per year for the City of Greenville.

**Recommendation:** Approve the attached ordinance changing the discount percentage from 2% to ½% on taxes levied by the City.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Resolution and Letter from Scott Elliott](#)

[Ordinance amending discount for prepayment of taxes 995207](#)

---

ORDINANCE NO. 15-

AN ORDINANCE AMENDING THE DISCOUNT RATE  
FOR THE PREPAYMENT OF TAXES

WHEREAS, North Carolina General Statute 105-360(c) authorizes the governing body of a municipality to establish a schedule of discounts to be applied to taxes paid prior to the due date for payment of taxes levied under Subchapter II of Chapter 105 of the North Carolina General Statutes;

WHEREAS, the City Council of the City of Greenville adopted an ordinance on April 22, 1991, that established the City's current 2% discount for payments received in July and August each tax year;

WHEREAS, Pitt County bills and collects real property taxes for the City of Greenville pursuant to a contract between the City of Greenville and Pitt County;

WHEREAS, Pitt County has requested the City Council of the City of Greenville to amend its discount to conform with the discount provided by Pitt County since the Board of Commissioners amended, at its June 16, 2014, meeting, the discount percentage from 2% to ½ % on all taxes levied by the County of Pitt, Greenville, North Carolina, under the provisions of Article 25 of Chapter 105 of the General Statutes of North Carolina which shall be due and payable on the first day of September of the fiscal year for which the taxes are levied as allowed under North Carolina General Statute 105-360(c); and

WHEREAS, the City Council of the City of Greenville hereby acknowledges Pitt County's desire to reduce the current discount rate and supports said action by establishing a discount for the prepayment of taxes in conformance with the discount established by Pitt County;

NOW, THEREFORE, the City Council of the City of Greenville does hereby ordain:

Section 1: Under the provisions of North Carolina General Statute 105-360, discounts for prepayment of taxes shall be granted in the amount of one-half (½) percent for payments received during the months of July and August preceding the first day of September, the due date for payment of taxes.

Section 2: This ordinance shall be effective upon approval by the North Carolina Department of Revenue and after publication as provided by North Carolina General Statute 105-360(c)(3) and only if Pitt County establishes a discount in the amount of ½% for the prepayment of taxes for payments received in July or August and said discount established by Pitt County becomes effective.

Section 3: Upon the effective date of this ordinance, all ordinances and clauses of

ordinances in conflict with this ordinance are hereby repealed.

This the 9<sup>th</sup> day of February, 2015.

---

Allen M. Thomas, Mayor

ATTEST:

---

Carol L. Barwick, City Clerk

COPY



PITT COUNTY  
OFFICE OF THE COUNTY MANAGER  
1717 W. 5TH STREET  
GREENVILLE, NORTH CAROLINA 27834-1696  
TELEPHONE: (252) 902-2950 FAX: (252) 830-6311

D. Scott Elliott  
County Manager  
[scott.elliott@pittcountync.gov](mailto:scott.elliott@pittcountync.gov)

July 9, 2014

Mr. David Baker, Director  
Local Government Division  
North Carolina Department of Revenue  
Post Office Box 25000  
Raleigh, North Carolina, 27640-0640

Dear Mr. Baker:

I am writing in reference to your letter of July 3, 2014. Please note that this action on Pitt County's discount rate is effective for the following fiscal year: 2015-16. The deadline for passing and submitting the attached resolution is April 30, 2015.

If you need any additional information, please do not hesitate to contact our office at (252) 902-2950.

Sincerely,

A handwritten signature in black ink that reads "D. Scott Elliott". The signature is written in a cursive style.

D. Scott Elliott  
County Manager

Attachment

Cc: Janis Gallagher, County Attorney  
Cathy Booker, Tax Administrator  
Pitt County Board of Commissioners

/kmm#147287

PITT COUNTY BOARD OF COMMISSIONERS

GREENVILLE, NORTH CAROLINA

June 16, 2014

RESOLUTION

Whereas, the General Assembly of North Carolina has by statute authorized the governing body of a county to establish a schedule of discounts to be applied to taxes paid prior to the date for the collection of said taxes; and

Whereas, the Pitt County Board of Commissioners adopted a Resolution on April 15, 1991 that created the County's current 2% discount for payments received in July or August of each tax year; and

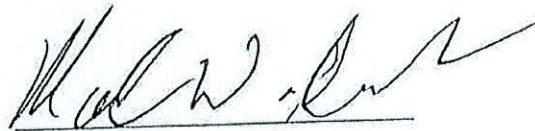
Whereas, the Pitt County Board of Commissioners by adoption of this Resolution desires to continue to exercise the authority granted to offer a discount; and

Whereas, the Pitt County Board of Commissioners deems it advisable to amend the discount percentage from 2% to  $\frac{1}{2}$ % on all taxes levied by the County of Pitt, North Carolina, under the provisions of Chapter 105 of the North Carolina General Statutes which are paid in the months of July or August immediately preceding the first day of September for which the taxes levied are due and payable.

Now therefore be it resolved, that pursuant to North Carolina General Statute section 105-360, the Pitt County Board of Commissioners hereby establishes a schedule for a discount rate of  $\frac{1}{2}$ % for prepayment of taxes levied by the County of Pitt, North Carolina in July or August immediately preceding the September first due date for said taxes; and that this discount shall be effective for the fiscal year 2015-2016 and for subsequent years unless rescinded or modified in accordance with law.

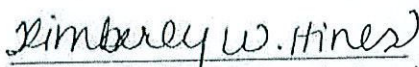
Be it further resolved that this Resolution be submitted to the North Carolina Department of Revenue for approval and upon such approval, that this discount schedule be published at least once in a newspaper having general circulation in Pitt County.

Adopted this the 16<sup>th</sup> day of June, 2014.



Mark W. Owens, Jr, Chairman  
Pitt County Board of Commissioners

Attest:

  
Kimberly W. Hines, Clerk to the Board







# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** One-Stop Voting Site for 2015 Municipal Election

**Explanation:** **Abstract:** The Pitt County Board of Elections has requested a decision on whether the City would like to host a One-Stop voting site for the 2015 municipal election. The One-Stop site, if approved, would be in addition to those at the Pitt County Agricultural Center and the Community Schools Building.

**Explanation:** The City Clerk's Office received an email from Pitt County Board of Elections Director Dave Davis inquiring as to whether the City would like to host an additional One-Stop site for early voting in the 2015 municipal election.

In accordance with the 2009 agreement regarding conduct of municipal elections, two One-Stop voting sites will be in operation beginning no earlier than October 15, 2015, and closing no later than 1:00 p.m. on October 31, 2015. Those One-Stop sites will be located at the Pitt County Agricultural Center and the Community Schools Building, with operational costs being shared proportionally by all Pitt County municipalities based on their number of registered voters.

A municipality may request an additional One-Stop voting site located within their jurisdiction and, if approved, said municipality shall be responsible for all expenses related to the operation of the additional One-Stop site. Additional One-Stop sites will operate from October 22, 2015, to October 31, 2015.

The City of Greenville hosted an additional One-Stop voting site at the Municipal Building in 2009 and in the PATS Conference Room in 2011. In 2013, the City hosted two additional One-Stop sites with one being in the PATS Conference Room and the other being at the Drew Steele Center.

Per Mr. Davis, the Board of Elections will only consider additional One-Stop sites at facilities used during the 2014 Primary and General Elections in order to maintain a consistent One-Stop plan and avoid confusing voters. The only available locations within the City limits are the County Office Building (PATS

Conference Room, 1717 W. 5th Street) and the Willis Building (300 E. 1st Street).

**Fiscal Note:**

An estimate for hosting an additional One-Stop voting site for the 2015 municipal election has not yet been provided. For the 2013 municipal election, the cost for hosting two additional sites for one week was approximately \$5,800. Funding will be available in the FY2016 budget to cover this cost should one or more additional sites be desired.

**Recommendation:**

Discuss One-Stop voting and determine whether the City will request one or more additional sites be opened in either the County Office Building or the Willis Building.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

---



# City of Greenville, North Carolina

Meeting Date: 2/9/2015  
Time: 6:00 PM

**Title of Item:** Support of Pitt County's hosting of the 2015 North Carolina Association of County Commissioners Conference

**Explanation:** **Abstract:** Pitt County is hosting the 2015 North Carolina Association of County Commissioners Conference and has asked the City to consider providing financial support in the form of a sponsorship.

**Explanation:** Pitt County is hosting this year's North Carolina Association of County Commissioners (NCACC) Conference, which will be held at the Greenville Convention Center in August. This year marks only the second time that the NCACC Conference has been held in Greenville.

In 2009, the City of Greenville hosted the North Carolina League of Municipalities (NCLM) Conference in Greenville for the first time. The following year, Pitt County hosted the NCACC Conference in Greenville for the first time. In support of each organization's efforts to bring the conference of their respective state associations to Greenville, Pitt County pledged \$10,000 to the City to help with expenses of the 2009 NCLM Conference, and the City of Greenville pledged \$10,000 to the County to help with expenses of the 2010 NCACC Conference.

Attached is a letter received from the County requesting the City's support for the 2015 NCACC Conference. Included with the letter is information about the benefits provided at the various sponsorship levels.

The Convention Center is currently undergoing renovation and expansion, and the 2015 NCACC Conference will be the first major event to be held at the updated and expanded facility. Approximately 700 people are expected to attend the conference, which provides economic impact in the form of hotel occupancy tax revenue, dining, and shopping.

The City is not currently in the rotation to host the NLCM Conference again, but will seek an opportunity to bring the conference back to Greenville after

completion of the Convention Center renovation and expansion.


**Fiscal Note:** No funds are currently included in the City's budget for sponsorship of the NCACC Conference.

**Recommendation:** Discuss the request and determine whether to sponsor the 2015 NCACC Conference.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Request for Sponsorship](#)

---



November 10, 2014

**PITT COUNTY  
BOARD OF COMMISSIONERS**

1717 W. 5TH STREET  
GREENVILLE, NC 27834-1696  
TELEPHONE: (252) 902-2950  
FAX: (252) 830-6311

**Board of County  
Commissioners**

Tom Coulson  
Jimmy Garris  
David Hammond  
Eugene James  
Tom Johnson, Sr.  
Melvin McLawhorn  
Mark W. Owens, Jr.  
Beth B. Ward  
Glen Webb

Ms. Barbara Lipscomb  
City of Greenville  
200 West Fifth St.  
Greenville, NC 27834

Dear Ms. Lipscomb,

In August 2015, the Pitt County Board of Commissioners and county staff will host the Annual Conference of the North Carolina Association of County Commissioners (NCACC). This conference will be held at the Pitt-Greenville Convention Center. The North Carolina Association of County Commissioners is one of the most successful and active statewide local government associations in the nation. The NCACC was established for the betterment of citizens and county government in North Carolina. Approximately 700 elected officials, their families, county staff and youth delegates will attend this conference. We are planning an informative and useful agenda with several special activities to showcase our County.

I would like you to be a part of our efforts with financial support to assist with the cost of planned activities. Sponsors for this event will receive invitations to conference activities as well as special recognition in the program and at the various events. If you have additional questions concerning sponsor benefits and levels, please contact Kimberly Hines at (252) 902-2950 or [kimberly.hines@pittcountync.gov](mailto:kimberly.hines@pittcountync.gov)

On behalf of the entire Pitt County Board of Commissioners and the County staff, I would be grateful for your support of this special event.

Warmest regards,

A handwritten signature in cursive script that reads "Mark W. Owens, Jr."

Mark W. Owens, Jr.  
Chairman, Pitt County Board of Commissioners

A handwritten signature in cursive script that reads "Glen Webb"

Glen Webb  
Vice-Chairman, Pitt County Board of Commissioners  
President-Elect, North Carolina Association of County Commissioners

Attachment

/kwh#56435

**RECEIVED**

DEC 15 2014

**CITY MANAGER'S OFFICE**

**Become a sponsor!**  
**108th Annual Conference**  
**Aug. 20-23, 2015**  
**Greenville Convention Center, Pitt County**

Sponsoring the NCACC Annual Conference is a great opportunity for organizations to support education for elected and appointed county officials, and increase their visibility with North Carolina's county decision-makers. The NCACC offers many sponsorship opportunities. Sponsors receive prominent recognition for their sponsorship. All sponsors will be listed on a general "thank you" sign at the conference registration area, designated by levels of sponsorship, and recognized in our Resolution of Appreciation.

The success of our Annual Conference depends on our sponsors and exhibitors. We hope you will consider participating as a sponsor and exhibitor at our 2015 Annual Conference in Pitt County.

**Platinum/Corporate (\$10,000 and higher)**

- Invites to Wednesday NCACC Board/host county dinner: 2
- Booth in Exhibit Hall: Included
- Number of full registrations: 6
- Additional event tickets/entries in Golf Tournament: 6 tickets to President's Banquet or 6 golf entries
- Recognition in program and registration mailing, and on display banner at conference: Company logo
- Recognition on NCACC website: Company logo
- List of pre-registered attendees: Upon request

**Gold (\$5,000 - \$9,999)**

- Invites to Wednesday NCACC Board/host county dinner:
- Booth in Exhibit Hall: Included
- Number of full registrations: 4
- Additional event tickets/entries in Golf Tournament: 4 tickets to President's Banquet or 4 golf entries
- Recognition in program and registration mailing, and on display banner at conference: Company logo
- Recognition on NCACC website: Company logo
- List of pre-registered attendees: Upon request

**Silver (\$2,500 - \$4,999)**

- Invites to Wednesday NCACC Board/host county dinner:
- Booth in Exhibit Hall: Reserve at nonprofit rate
- Number of full registrations: 2
- Additional event tickets/entries in Golf Tournament: 2 tickets to President's Banquet or 2 golf entries
- Recognition in program and registration mailing, and on display banner at conference: Listing
- Recognition on NCACC website: Company logo
- List of pre-registered attendees: Upon request

**Bronze (\$1,000 - \$2,499)**

- Invites to Wednesday NCACC Board/host county dinner:
- Booth in Exhibit Hall: Location priority
- Number of full registrations: 1
- Additional event tickets/entries in Golf Tournament: 1 ticket to President's Banquet or 1 golf entries
- Recognition in program and registration mailing, and on display banner at conference: Listing
- Recognition on NCACC website: Listing
- List of pre-registered attendees: Upon request

**Naming opportunities (available until opportunity has been reserved)**

- Logo on hotel room key cards (minimum \$7,000)
- Logo on USB drives presented to all registrants (minimum \$7,000)
- Logo on conference name badges (minimum \$7,000)
- Company name on name badge lanyards (minimum \$7,000)
- Conference smartphone/iPad app (banner on pages) (minimum \$7,000)
- County Managers' Luncheon (minimum \$4,000)
- Logo on beverage tickets at Opening Reception (minimum \$3,000)
- Youth Summit (multiple opportunities, minimum Silver level)
- Opening Reception entertainment (minimum \$2,000)
- Horn O' Plenty entertainment (minimum \$2,000)
- President's Banquet entertainment (minimum \$2,000)
- County Invitational Golf Tournament (multiple opportunities, minimum \$1,500)
- Friday and Saturday breaks (multiple opportunities, minimum \$1,500)

**Exhibit Show: Thursday-Friday, Aug. 20-21**

The NCACC Exhibit Show is for companies and firms looking to do business with North Carolina county governments. If your company has a product or service that a county could use, then you should be a part of the Exhibit Show.

More than 70 companies showcase their products and services at this annual event, and officials from almost all of North Carolina's counties are in attendance. There is no better opportunity to increase awareness of your company's products and services to key county decision-makers.

**Pledge Form**  
**North Carolina Association of County**  
**Commissioners Annual Conference**  
**To be held in Pitt County**  
**August 2015**

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_ **\$5,000**

\_\_\_\_\_ **\$3,000**

\_\_\_\_\_ **\$2,500**

\_\_\_\_\_ **\$2,000**

\_\_\_\_\_ **\$1,500**

\_\_\_\_\_ **Other**

**For additional benefits related to sponsorship levels, please visit:**  
**[www.ncacc.org/2015sponsors](http://www.ncacc.org/2015sponsors)**

**Please return to:**     **Pitt County**  
                                 **Attn: Kimberly Hines, Clerk to the Board**  
                                 **1717 W. 5<sup>th</sup> Street**  
                                 **Greenville, NC 27834**