



Agenda

Greenville City Council

November 5, 2012
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 - Mayor Pro-Tem Glover

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. Resolution to dissolve the Cable Television Government Access Channel Ad Hoc Advisory Committee
2. Acceptance of EPA Brownfield Grant Funds
3. Contract award to CTC Public Benefit Corporation for Brownfield grant management
4. Contract award to North Star Destination Strategies to conduct a marketing and branding campaign

5. Approval of purchase order for ten Ford Interceptor sedans and one Ford Interceptor SUV
6. Report on bids awarded
7. Right-of-way encroachment agreement with PCMH Management, Inc., d/b/a Vidant Health, to construct fiber optic communication lines in a portion of the public rights-of-way of Beasley Drive and Arlington Boulevard
8. Sanitary sewer service request in the extra-territorial jurisdiction (ETJ) at 128 Duke Road

VII. New Business

9. Presentations by Boards and Commissions
 - a. Firefighter's Relief Fund Committee
 - b. Public Transportation and Parking Commission
10. Presentation of the results of the Americans with Disabilities Act (ADA) compliance assessment of Recreation and Parks Department buildings
11. Request by Stephen and Stacey Stox to purchase City-owned property
12. Resolution supporting the Greenville/Pitt County Civic Arts Committee
13. Agreement to accept the conveyance of the Imperial Tobacco property to the City of Greenville and authorization to apply for an EPA grant
14. Report on Standards for Convenience Stores and Tobacco Shops
15. 2013 schedule of City Council meetings
16. Fiscal Year 2013-2014 Budget Schedule
17. Budget ordinance amendment #3 to the 2012-2013 City of Greenville budget (Ordinance #12-027), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and ordinance establishing the Guaranteed Energy Savings Equipment Project Fund

VIII. Review of November 8, 2012 City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Resolution to dissolve the Cable Television Government Access Channel Ad Hoc Advisory Committee

Explanation: **Abstract:** The Cable Television Government Access Channel Ad Hoc Advisory Committee was created to gather public input about the City's Government Cable TV Station (GTV9) at the time the Cable TV Commission was eliminated by the City Council. Only four of seven Council appointments were made, and only two of those people showed up for the October 17, 2012, meeting, so no business could be conducted without a quorum. Public input is solicited and offered on a regular basis throughout the year, so in the interest of efficiency, dissolution is recommended.

Explanation: When Greenville's Government Access Channel was created in the 1990's, a Cable Television Commission was established to help with franchise negotiations, establish better customer service, and get more channels on the lineup. Over the years, the Commission was very successful at working with the cable provider to achieve those goals. Eventually, the need for the Commission had passed, the final straw being the City's loss of franchising power due to the passage of the State Video Franchising law. Staff with broadcasting experience was already in place and had been running and programming GTV9 based on administrative need and public input.

In 2008, the City Council voted to abolish the Cable Television Commission, but some members wanted to continue to get formal citizen input into the operation of the Government Access Channel. The Cable Television Government Access Channel Ad Hoc Advisory Committee was established as a compromise to facilitate that on a bi-annual basis. All three of the times this committee has convened, there have been difficulties getting a quorum at the meetings. On October 17, 2012, only two of the four appointees showed up for the organizational meeting of this Committee, and business could not be conducted.

Over the years, GTV9 staff has solicited citizen input for ideas on topics of interest for programming on GTV9 and responded appropriately.

Fiscal Note: Savings of roughly \$3,500 are anticipated.

Recommendation: Adopt the resolution dissolving the Cable Television Government Access Channel Ad Hoc Advisory Committee and direct staff to continue operating the channel as an administrative communications tool.

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[📎 Enabling Legislation](#)

[📎 Resolution Dissolving the Cable Television Committee 939650](#)

RESOLUTION NO. ___ - 12
RESOLUTION DISSOLVING THE CABLE TELEVISION GOVERNMENT ACCESS
CHANNEL AD HOC ADVISORY COMMITTEE

WHEREAS, by Resolution No. 08-41 adopted at its August 11, 2008, meeting, the City Council of the City of Greenville created the Cable Television Government Access Channel Ad Hoc Advisory Committee; and

WHEREAS, the Cable Television Government Access Channel Ad Hoc Advisory Committee is no longer necessary;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the Cable Television Government Access Channel Ad Hoc Advisory Committee be and is hereby dissolved and that the provisions of Resolution No. 08-41 be and are hereby repealed.

This the 5th day of November, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 8/11/2008
Time: 6:00 PM

Title of Item: Resolution creating the Cable Television Government Access Channel Ad Hoc Advisory Committee

Explanation: At its June 12, 2008, meeting, City Council approved the creation of a Cable Television Government Access Channel Ad Hoc Committee and directed that a resolution formalizing the creation be presented in August. The approval of the creation of the committee was based upon a plan which was submitted to Council with the agenda material for the June 12, 2008, meeting.

Attached is a resolution which formally creates the Committee in accordance with the plan submitted to City Council.

Fiscal Note: Minimal direct expenses of \$250 and up to 100 staff hours or approximately 5% of a full-time employee.

Recommendation: Adopt the attached resolution which formalizes the creation of the Cable Television Government Access Channel Ad Hoc Advisory Committee.

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[Resolution_Creating_the_Cable_Television_Government_Access_Channel_Ad_Hoc_Advisory_Committee_777996](#)

RESOLUTION NO. 08-
RESOLUTION CREATING THE CABLE TELEVISION GOVERNMENT
ACCESS CHANNEL AD HOC ADVISORY COMMITTEE

BE IT RESOLVED by the City Council of the City of Greenville that it does hereby create and establish the Cable Television Government Access Channel Ad Hoc Advisory Committee in accordance with the following:

Article I – Government Access Channel Purpose

Section 1. Purpose

The City of Greenville Government Access Channel (GTV-9) exists chiefly to achieve the following objectives:

- 1) Provide information about programs and services offered by City departments, agencies, boards, commissions, and the government’s partner agencies.
- 2) Expand citizen awareness of government and its decision-making processes by exposing citizens to live and tape-delayed government meetings.
- 3) Enhance existing public information materials and use cable television as a public information tool.
- 4) Provide a convenient means for citizens to remain informed of City Council, boards, and commissions actions.
- 5) Provide and distribute programming of interest to residents that will inform, educate, and enlighten, as well as encourage participation in government services, programs, activities, employment opportunities, and decision-making.

Article II – Ad Hoc Advisory Committee Purpose, Qualifications, and Appointments

Section 1. Purpose

The City of Greenville City Council finds it beneficial to receive public comment and advice on a periodic basis from persons who reside in Greenville and subscribe to Suddenlink Cable service about the general programming of the Government Access Channel.

Section 2. Membership Qualifications

Members of the Government Access Channel Ad Hoc Advisory Committee shall:

- 1) Be residents of the City of Greenville

- 2) Be and remain subscribers to SuddenLink Cable service during the term of service.
- 3) Serve only while the Committee is convened by the City Council and serve only for the term set forth herein in Article III, Section 2.

Section 3. Appointments

In September of each even numbered year, the Mayor and each member of the City Council shall appoint one member. The total membership of the committee shall be seven (7).

Article III – Ad Hoc Advisory Committee Organization

Section 1. Organization

To help facilitate the efficient and orderly functioning of the Committee, the members of the Committee shall elect from its membership two (2) individuals to serve as Co-Chairs and one (1) person to serve as Secretary.

Section 2. Convening and Term

The Committee shall convene in October following appointment for a term of ninety (90) days and shall submit its report to the City Council no later than December 31.

Section 3. Co-Chairs and Secretary Responsibilities

Co-Chairs shall preside over all meetings of the Ad Hoc Advisory Committee and shall prepare the meeting agendas. The Secretary shall keep a record of actions taken during each meeting and coordinate with the Staff Liaison to ensure all meetings comply with the North Carolina open meetings law.

Article IV – Ad Hoc Advisory Committee Responsibilities and Meetings

Section 1. Responsibilities

The responsibilities of the Ad Hoc Advisory Committee shall be to:

- 1) Review and comment on the reports provided by the Staff Liaison.
- 2) Gather and collect input from a diversity of citizens and resources about the Greenville Government Access Channel.
- 3) Provide a report to the City Council.

Section 2. Meetings

The Committee may schedule meetings as it deems necessary to complete its work within the allotted time frame. All meetings shall be open to the public and adhere to the North Carolina open meetings law. To the fullest extent possible, meetings will be broadcast on the Government Access Channel.

Article V – Staff Liaison and Responsibilities

Section 1. Staff Liaison

The Public Information Officer or City Manager's designee shall serve as the Staff Liaison and shall assist the Ad Hoc Advisory Committee in the conduction of its role.

Section 2. Responsibilities

The responsibilities of the Staff Liaison to the Ad Hoc Advisory Committee will be to:

- 1) Provide a comprehensive report on the Government Access Channel's programming
 - a) By category (e.g., boards and commissions, public information, news/events, origination programming, public service announcements) and content focus by City department or service area
 - b) By target audience
 - Residents
 - Older adults
 - Teens and young adults
 - Elementary school aged children
 - University community
 - Business community
 - Visitors
- 2) Provide an overview of the Public Information Office division, including the mission of the Government Access Channel, so members are able to clearly distinguish the roles of a public access channel and a government access channel.
- 3) Provide Public Information Office division staffing plan that reflects the proportion of staff time devoted to videotaping, editing, and producing each category of program content.

- 4) Provide other relevant local information as requested by the Ad Hoc Advisory Committee.
- 5) Coordinate with the Secretary to ensure all meetings adhere to the North Carolina open meetings law.

This the 11th day of August, 2008.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Acceptance of EPA Brownfield Grant Funds

Explanation: **Abstract:** The City of Greenville was awarded a \$200,000 Brownfield Assessment Grant from the Environmental Protection Agency (EPA) to assess the environmental conditions of properties in the West Greenville Certified Redevelopment Area. Through the use of these grant funds, staff and contract consultants plan to evaluate potential environmental hazards and work with residents and property owners to prioritize which brownfield sites have the best potential for redevelopment projects that will bring economic opportunities and jobs to the West Greenville Certified Redevelopment Area.

Explanation: The City of Greenville was awarded a \$200,000 Brownfield Assessment Grant from the Environmental Protection Agency (EPA) to assess the environmental conditions of properties in the West Greenville Certified Redevelopment Area. This is the third EPA Brownfield Assessment Grant awarded to the City of Greenville.

Brownfields are broadly described as sites that are abandoned or underutilized as a result of changing population patterns, transportation modes, or changes in regional economies the redevelopment or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This definition dates back to congressional passage in 2002 of the Small Business and Liability Relief and Brownfield Revitalization Act.

Although brownfield sites are commonly associated with heavy industry, the estimated 500,000 brownfield sites in the United States are primarily made up of gas stations, manufacturing operations and junkyards, dry cleaning businesses, paint shops and contractor's shops.

Brownfield Assessment Grant funds have enabled the City to promote the redevelopment of properties in the West Greenville and Center City Revitalization areas while identifying and evaluating potential threats to human health and the environment. Specifically, program funds have been used to:

- Complete a GIS-based site inventory of West Greenville along with

- redevelopment rankings for the potential sites;
- Complete Phase I and Phase II Environmental Site Assessment (ESA) of the Imperial Tobacco site;
 - Complete Phase I ESAs of the Greenville Produce and SW Redevelopment sites;
 - Complete an asbestos containing material (ACM) and lead-based paint (LBP) survey of the Uptown Theatre property;
 - Complete a multi-parcel (45 properties) Phase I ESA in the Warehouse District;
 - Complete Phase I ESA, ACM, and LBP surveys of the Third Street School site;
 - Complete three preliminary urban plans/designs/visions of the Imperial Tobacco site and surrounding property;
 - Provide support and assistance for a Brownfield Agreement on the Imperial Tobacco site;
 - Complete Phase I and Phase II environmental assessments along with hydraulic cylinder removal of the former Pugh's site for the Go Science center; and
 - Complete assessment of properties in the Bonners Lane area on the Nathaniel Village site.

Through the use of additional grant funds, staff and contract consultants plan to further evaluate potential environmental hazards, and work with residents and property owners to prioritize which brownfield sites have the best potential for redevelopment projects that will bring economic opportunities and jobs to the City's revitalization areas. The City's revitalization goals recognize that the area's historic warehouses and wealth of human capital have untapped potential for business creation, mixed-use redevelopment, and equitable community revitalization. The redevelopment of these properties will spur economic growth and create jobs while protecting the environment.

Fiscal Note:

Acceptance of additional Brownfield Grant funds does not commit the City of Greenville to contribute funds to brownfield assessments. The cooperative Work Plan Agreement with the EPA does assume that the City of Greenville will contribute in-kind staff services (program oversight).

Recommendation:

City Council accept the \$200,000 EPA Brownfield Hazardous Substances Assessment Grant.

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[📄 Brownfields FAQ](#)

[📄 Brownfields Assessment Award Notice](#)



City of Greenville Brownfields Assessment Project

Frequently Asked Questions

What is a Brownfield?

The US Environmental Protection Agency (EPA) defines brownfields as real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressure off of undeveloped, open land and both improves and protects the environment.

What is a Brownfields Assessment Project?

There are hundreds of brownfields assessment projects across the country, which are typically funded at \$200,000 each over a three-year period by the U.S. Environmental Protection Agency. The funds are to be used to bring together community groups, property owners, investors, lenders, developers, and other affected parties to address environmental and cleanup/redevelopment planning issues at various properties.

What does the program offer property owners?

Participation in the Greenville Brownfield Program by the private sector is voluntary. The program helps move properties towards redevelopment by conducting environmental site assessments and removing the environmental risk/uncertainty associated with the property. The City with EPA approval can now pay for environmental site assessment activities on properties where the current owner or developer is unwilling and/or unable. Program participation is particularly helpful where a property is perceived to have an environmental problem, but one does not actually exist.

Why would property owners want to participate?

Participation in a Brownfields project brings resources to the property owners and developers that facilitate re-development. The project can help clarify environmental concerns and plan redevelopment to address real or perceived environmental issues. If your site is selected, project-provided services might include (1) Phase I and Phase II Environmental Assessments and (2) Clean-up/redevelopment Planning.

If I am a property owner and I participate, what happens if environmental contamination is found?


If your site has environmental contamination, being selected by the Brownfield project provides you one of the best possible working scenarios with the EPA and North Carolina Department of Environment and Natural Resources (NCDENR). Brownfields Assessment Projects are NOT a regulatory action. These projects ARE a mechanism/tool to promote economic development. EPA involvement is typically limited to review of work plans and general program oversight. The project may assist in identifying favorable remediation alternatives. If environmental contamination is found, the project may assist with development of remediation and redevelopment plans. In most cases those parties who are deemed responsible for cleanup activities and are voluntarily participating in the EPA Brownfield Program are not required to immediately complete the cleanup activities as part of the program. However, in rare cases, where contamination is deemed to be an imminent threat to human health and the environment, then EPA or NCDENR may require immediate action to address the contamination.

If contamination is found who will pay for the remediation?

If cleanup is required in order to sell the property, federal and state funding through grants and low interest loans are available to the City to assist property owners and developers with cleanup activities. However, the existing Brownfields project cannot pay for remediation. In most scenarios, the private sector typically leads the site cleanup unless the City already owns the property. Also, if the contamination happened before the current owner owned the site, then other options to pay for the cleanup exist.

For more information visit: www.grenvillenc.gov/economicdevelopment

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00D00212 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 09/24/2012
		TYPE OF ACTION New	MAILING DATE 10/01/2012
		PAYMENT METHOD: ASAP	ACH# 40661
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center	
RECIPIENT: City of Greenville 200 W. Fifth Street Greenville, NC 27834 EIN: 56-6000229		PAYEE: 200 W. Fifth Street Greenville, NC 27834	
PROJECT MANAGER Thomas Wisemiller 200 W. Fifth Street Greenville, NC 27834 E-Mail: twisemiller@greenvillenc.gov Phone: 252-329-4514		EPA PROJECT OFFICER Aaryn Jones 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: jones.aaryn@epa.gov Phone: 404-562-8969	
		EPA GRANT SPECIALIST Sherry Miles Grants Management Office E-Mail: miles.sherry@epa.gov Phone: 404-562-8396	
PROJECT TITLE AND DESCRIPTION Brownfields Assessment and Cleanup Cooperative Agreements <p>This action approves an award in the amount of \$200,000 for Greenville, North Carolina to conduct community-wide assessments at Brownfields sites potentially contaminated with hazardous substances. The recipient may also develop a site inventory, prioritize sites and conduct Phase I and/or Phase II assessments. Funds may also be used for public outreach, community involvement, and cleanup/reuse planning activities.</p>			
BUDGET PERIOD 10/01/2012 - 09/30/2015	PROJECT PERIOD 10/01/2012 - 09/30/2015	TOTAL BUDGET PERIOD COST \$200,000.00	TOTAL PROJECT PERIOD COST \$200,000.00
NOTICE OF AWARD <p>Based on your application dated 06/14/2012, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$200,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4 Resource Conservation and Recovery Act Division 61 Forsyth Street Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Shirley White Grayer - Grants Management Officer			DATE 09/24/2012
AFFIRMATION OF AWARD			
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION			
SIGNATURE	TYPED NAME AND TITLE Allen Thomas, Mayor	DATE	

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 200,000	\$ 200,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 200,000	\$ 200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39) CERCLA: Sec. 104(k)(2)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1204VT2021	12	E4	04V6AG7	301D79	4114	G400NY00	-	200,000
									200,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$22,000
2. Fringe Benefits	\$0
3. Travel	\$6,000
4. Equipment	\$0
5. Supplies	\$6,500
6. Contractual	\$165,500
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$200,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$200,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

Administrative Conditions

1. DRUG-FREE WORKPLACE CERTIFICATION

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rgn=div5&view=text&node=2:1.2.11.11.2&idno=2>

2. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

3. LOBBYING AND LITIGATION

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

4. LOBBYING

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

5. MANAGEMENT FEES AND SIMILAR CHARGES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

6. RECYCLING

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

7. UNLIQUIDATED OBLIGATIONS

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter

The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, Las Vegas Finance Center, 4220 S. Maryland Pkwy, Bld C, Rm 503, Las Vegas, NV 89119, or by Fax to: 702-798-2423 or LVFC-grants@epa.gov

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

8. EPA PARTICIPATION

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation 100% of total allowable program/project costs or the total funds awarded, whichever is lower.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONDITION FOR NON-SRF RECIPIENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, air share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **THE STATE NORTH CAROLINA** as follows:

MBE: CONSTRUCTION 8.00%; SUPPLIES 7.00%; SERVICES 7.00% ; EQUIPMENT 7.00%
WBE: CONSTRUCTION 5.00% SUPPLIES 9.00% ; SERVICES 9.00%; EQUIPMENT 9.00%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **THE STATE NORTH CAROLINA**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and

All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to

US Environmental Protection Agency, Region 4
Grants Management Office
61 Forsyth Street, SW,
Atlanta, GA 30303-8960

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

10. SUSPENSION AND DEBARMENT

Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

11. SINGLE AUDIT ACT

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. The recipient MUST submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

12. TRAFFICKING IN PERSONS

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

13. SUBAWARD REPORTING AND COMPENSATION

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must

report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation

described in paragraph b.1. of this award term:

i. As part of your registration Central Contractor Registration/System for Award Management profile available at www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total

compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. subawards,
and

ii. the total compensation of the five most highly compensated executives of any subrecipient.

- e. **Definitions.** For purposes of this award term:
1. **Entity** means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 2. **Executive** means officers, managing partners, or any other employees in management positions.
 3. **Subaward:**
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. **Subrecipient** means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. *Salary and bonus* .
 - ii. *Awards of stock, stock options, and stock appreciation rights* . Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans* . This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified* .
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

14. **DUNS and CCR/SAM REQUIREMENTS**

I. **Central Contractor Registration/System for Award Management and Universal Identifier Requirements.**

A. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM)**. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. **Requirement for Data Universal Numbering System (DUNS) numbers**. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. **Definitions**. For purposes of this award term:

1. **Central Contractor Registration (CCR)/System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal

entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

15. REIMBURSEMENT LIMITATION

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

16. UNPAID FEDERAL TAX LIABILITIES and FELONY CONVICTIONS FOR NON-PROFIT and FOR-PROFIT ORGANIZATIONS

This award is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

17. PROCUREMENT

The cost of professional services contracts and/or small purchases procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any procurement action(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

Programmatic Conditions

2012 Brownfields Assessment Terms and Conditions for Region 4

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term "assessment" includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfields sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. **Cooperative Agreement Recipients:** By awarding this cooperative agreement, EPA has approved the proposal the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2011 competition for Brownfields assessment cooperative agreements. However, the CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the final work plan.
- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (i.e. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

1. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in §101(39) of CERCLA, the identity of the owner, and the date of acquisition.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR must provide information sufficient for EPA to make a property-specific funding determination. The CAR must provide sufficient information on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
2. a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which attests (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* for discussion of this element) documenting that:
 - (1) A State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
 - (2) The State determines there is "no viable responsible party" for the site;
 - (3) The State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - (4) The site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.
 - b. Documentation must include: (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that: (1) the site is of relatively low risk, (2) there is no viable responsible party, and (3) the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
 - c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.

- d. EPA will make all determinations on the eligibility of petroleum contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Prior to incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA PO or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement is in place.
3. Assessment funding for any eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following a granted waiver, funding is not to exceed \$350,000 at the site subject to the waiver.

B. Substantial Involvement

1. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by the U.S. EPA generally includes administrative activities such as: monitoring; reviewing project phases; and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under §107 of CERCLA. (See Section II.C.3 for more information on subgrants.)
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in term and condition II.B.1., with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA §128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
 - c. The CAR and its subgrantees remain responsible for incurring costs that are allowable under the applicable OMB Circulars.
3. *The CAR will provide project updates to the State Brownfields or Voluntary Cleanup Program (VCP) contact on a regular basis.*
 - a. *The CAR will make the State aware of all site-specific Phase II assessment activities to be initiated.*
 - b. *The CAR will provide the State an opportunity to review and comment on all technical reports, including QAPPs, sampling plans, ABCAs, cleanup plans, and other technical reports.*
 - c. *States should also be involved in any site eligibility determinations.*

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the

brownfields assessment activities at a particular site, if they do not have such a professional on staff.

2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors are consistent with the terms and conditions of this agreement.
3. Subgrants are defined at 40 CFR 31.3. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.
5. *Cooperative Agreement Recipients expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.*

D. Quarterly Progress Reports

1. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. A narrative summary of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the quarter, a description of problems encountered that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A budget recap summary page with the following headings: (A) Current Approved Budget; (B) Costs Incurred this Quarter; (C) Costs Incurred to Date; and (D) Total Remaining Funds.
 - e. *If applicable, quarterly reports must provide separate accounting of costs incurred at hazardous substances brownfields sites and petroleum-only brownfields sites.*
2. *Recipient quarterly reports must clearly identify which activities performed during the reporting period undertaken with EPA funds, and must relate EPA-funded activities to the objectives and milestones agreed upon in the work plan.*
3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
4. *In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.*

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.
2. *The CAR must obtain approval from the EPA Project Officer before expending cooperative agreement funds to purchase adequate computer supplies to complete on-line reporting activities.*

F. Final Report

The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA 104(k);
 - c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III. B.
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under III. B. 2.; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments only.** If included in the EPA approved work plan, no more than 10% of the funds awarded by this agreement may be used by the CAR itself for monitoring of health and institutional controls. The CAR must maintain records on funds that will be used to carry out the tasks as identified in the work plan.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the grant;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subgrant is potentially liable under CERCLA §107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under applicable OMB Circulars.
2. Under CERCLA 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under applicable OMB Circulars.
 - a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
 - b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for Brownfields grants;
 - (2) Record retention required under 40 CFR 31.42;
 - (3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;
 - (5) Maintaining and operating financial management systems required under 40 CFR 31;
 - (6) Preparing payment requests and handling payments under 40 CFR 31.21;

- (7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and
 - (8) Close out under 40 CFR 31.50.
3. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.
4. The CAR must not include management fees or similar charges in excess of the direct costs or at the rate provided for by the terms of the agreement negotiated with EPA. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs that are not allowable under EPA assistance agreements. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of grant funds and program income (e.g., fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.
 - c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 40 CFR 31.21(f).

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.
2. **Quality Assurance Project Plan (QAPP):** *The CAR, or its service agent/contractor(s), must have an EPA approved QAPP in place before beginning each property specific field activity, funded wholly or in part by this agreement, that includes sampling and analysis of environmental media. The CAR should allow EPA adequate time (generally 45 days) for review and approval. The QAPP should be consistent with the EPA Region 4 "Brownfields Quality Assurance Project Plans (QAPPs) Interim Instructions: Generic QAPP and Site Specific QAPP for Brownfields Site Assessments and/or Cleanups," July 2010 and later revisions.*

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a

State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA §104(k)(2)(B)(ii) and CERCLA §101(35)(B), the CAR shall ensure that a “Phase I” site characterization and assessment carried out under this agreement will be performed in accordance with EPA’s standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-05 “Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process,” or EPA’s All Appropriate Inquiries Final Rule, “All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content,” (Publication Number: EPA 560-F-06-244). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.
2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officer as deliverables under this agreement must be accompanied by a completed “Reporting Requirements Checklist” that EPA’s Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.
 - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of “**significant**” **data gaps** (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - *“[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.”*
 - *“[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”*

Note: Please use either “I” or “We.”
 - d. In compliance with §312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-05). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 40 CFR 31.43(a)(2). If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 40 CFR 31.43 and 2 CFR Part 180.

V. Conflict of interest: Appearance of lack of impartiality

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR’s appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
 - (i) The affected party,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 40 CFR §31.50 following expiration of the term of the agreement or expenditure of the funds awarded and completion of the activities described in the EPA-approved work plan.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
 - a. The CAR must submit the following documentation:
 1. The Final Report as described in II.F.
 2. A Final Federal Financial Report (FFR--SF425) to:

U.S. EPA Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg. C., Room 503
Las Vegas, NV 89119
Fax: (702) 798-2423

<http://www.epa.gov/ocfo/finservices/payinfo.htm>
Link to form: <http://www.epa.gov/ogd/forms/adobe/SF425.pdf>
 3. A Final MBE/WBE Report (EPA Form 5700-52A) to the regional office. You may access the form at:
http://www.epa.gov/ogd/forms/adobe/5700_52a_sec.pdf
 - b. The CAR must ensure that all appropriate data has been entered into ACRES.
 - c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

Sufficient Progress ULO

EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

Recipient Performance Reporting

In accordance with 40 C.F.R. §31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Contract award to CTC Public Benefit Corporation for Brownfield grant management

Explanation: **Abstract:** CTC Public Benefit Corporation has been selected as the most qualified firm to assist City staff with management of activities under the \$200,000 EPA Brownfield Assessment Grant awarded to the City of Greenville in the summer of 2012. CTC Public Benefit Corporation has agreed to a cost reimbursable contract in an amount not to exceed \$165,500. The consultant will be responsible for a broad range of services for the City, including community outreach, site inventory, environmental assessments, redevelopment site/area marketing, grant writing, visioning, and remediation planning.

Explanation: Based on a competitive procurement process that included a review of proposals, CTC Public Benefit Corporation (previously known as Concurrent Technologies Corporation (CTC)) has been selected as the most qualified firm to assist City staff with management of activities under the \$200,000 EPA Brownfield Assessment Grant awarded to the City of Greenville in the summer of 2012. As described in the attached services agreement, CTC Public Benefit Corporation staff and subcontractors will perform a broad range of services for the City, including community outreach, site inventory, environmental assessments, redevelopment site/area marketing, grant writing, visioning, and remediation planning. It is expected that CTC Public Benefit Corporation will complete all agreed-upon services no later than September 15, 2015.

Fiscal Note: All fees for the management consultant as well as environmental and planning sub-consultants will be paid through the \$200,000 EPA Brownfield Hazardous Substances Assessment Grant awarded to the City of Greenville. CTC Public Benefit Corporation has agreed to a cost reimbursable contract in an amount not to exceed \$165,500.

Recommendation: City Council authorize the City Manager to approve a contract with CTC Public Benefit Corporation to perform services as outlined in the attached services

agreement in an amount not to exceed \$165,500.

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

Attachments / click to download

 [CTC BF Agreement 2012](#)

SERVICES AGREEMENT
(Short Form T&M)

THIS SERVICES AGREEMENT is executed and delivered as of October 1, 2012 between the **City of Greenville** ("**Client**"), a municipal government existing under the laws of the North Carolina and **CTC Public Benefit Corporation** ("**Contractor**"), an independent nonprofit organization organized and existing under the laws of the District of Columbia. The parties intending to be legally bound hereby agree as follows:

1. **Scope of Work.** In consideration of the fees specified herein and pursuant to the terms of this Agreement, Contractor shall perform the services described on Exhibit A, attached hereto ("**Services**"), which Exhibit shall contain a description of fees and services. Portions of the services may be subcontracted. Any waiver, alteration, modification or amendment to this Agreement or the attached Exhibits shall not be effective unless reduced to writing and signed by a duly authorized representative of each party. Should a conflict arise between the body of this Agreement or the referenced Exhibits, the body of this Agreement shall control.

2. **Payment and Fees.** The Services shall be performed by Contractor at the time and material rates of Contractor prevailing at the time such services rendered. Client shall pay to Contractor any and all invoices within thirty (30) days from the date of such invoice, unless other terms are specified by Contractor. Any invoiced amount which is not paid by Client, shall be increased by a late charge equal to 1.5% for each month (or a portion thereof) in which such invoiced amount is not paid. Client shall be responsible for the payment of all taxes based upon the Services provided herein, except taxes based upon the income of Contractor. Client agrees to pay any sales, excise or use tax or similar taxes that are assessed against Contractor. Client shall be responsible to pay or reimburse Contractor for all reasonable disbursement of travel, common meals and lodging expenses incurred by Contractor in connection with the performance of services hereunder. Notwithstanding any other provision of this agreement, the total payment made by the Client to the Contractor for all fees and any reimbursements for disbursements and expenditures shall not exceed amount specified in Exhibit A unless extended by written consent of the parties.

3. **Confidential Information.** Each party agrees that it shall not duplicate, use or disclose the Confidential Information (as defined below) of the other party and shall keep confidential and safeguard such Confidential Information with the same degree of protection and care that such party uses to protect its own Confidential Information. Within thirty (30) days after termination of this Agreement for any reason, each party shall return the Confidential Information of the other party or certify that all copies of such Confidential Information in its possession have been destroyed. Confidential Information shall mean all information disclosed by the disclosing party to the other party, which is clearly identified as proprietary or confidential at the time of disclosure. Information which is disclosed orally shall be reduced to writing and marked confidential within five (5) days of disclosure. Confidential Information does not include information which is: (i) already known to the receiving party as may be shown by competent written evidence; (ii) in the public domain; (iii) conveyed to the receiving party by a third party without restriction; (iv) released by the disclosing party without restriction; (v) independently developed by the receiving party; or (vi) required by the Court Order to be released.

4. **Warranty and Disclaimer.** Contractor warrants that it shall perform the Services in a workmanlike manner. CONTRACTOR HEREBY DISCLAIMS AND CLIENT WAIVES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS HEREUNDER FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **Limitation of Liability.** In no event shall the liabilities of Contractor for any reason and upon any cause of action whatsoever exceed the lesser of (i) amounts received by Contractor under this Agreement, or (ii) that portion of the amounts received by Contractor hereunder which is attributable to a particular claim. No action, regardless of form, may be brought by Client and no arbitration may be requested by Client more than two (2) years after the cause has arisen or two (2) years after the date this Agreement is terminated, whichever occurs first.

6. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Contractor's layout of boring and test locations is approximate and that Contractor may deviate a reasonable distance from those locations. Contractor will take reasonable precautions to reduce damage to the site when performing services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the services.

7. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Contractor will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Contractor so Contractor can perform these Services. Contractor shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and Contractor's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Contractor will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

8. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the services). Client shall furnish or cause to be furnished to Contractors all documents and information known or available to client that relate to the identity location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("**Affected Materials**") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Contractor is not responsible for the disposition of Affected Materials unless specifically provided in the services, and that client is responsible for directing such disposition. In the event that

test samples obtained during the performance of services contain substances hazardous to health, safety, or the environment, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Contractor reasonable disposal costs. In no event shall Contractor be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Contractor neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Contractor and agrees to indemnify and save Contractor, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Contractor's non-negligent performance of services hereunder, or for any claims against Contractor as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

9. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Contractor shall remain Contractor's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Contractor. Files shall be maintained in general accordance with Contractor's document retention policies and practices. The Client is granted a license to utilize the work product generated as a component of the services described in Exhibit A.

10. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Contractor shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Contractor shall not be responsible for damage to subterranean structures or utilities that are not called to Contractor's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Contractor.

11. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measure for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

12. **Term and Termination.** The term of this Agreement shall begin as of the date first written above and end on the date specified on Exhibit A, unless earlier terminated pursuant to the terms herein. Either party may terminate this Agreement upon providing sixty (60) days written notice to the other party. If Client terminates this Agreement without cause, Client shall pay all fees owed to Contractor under this Agreement and any and all reasonable disbursements and expenditures. Either party may terminate this Agreement at any time in the event that the other party commits a material default of any of its covenants or obligations hereunder, which such defaulting party fails to cure within thirty (30) days after receiving written notice of such default from the non-defaulting party.

13. **Miscellaneous.** Client acknowledges that due to the nonprofit status of Contractor, Contractor shall have the right to refer to projects completed under this Agreement in proposals and marketing summaries for purposes of demonstrating the qualifications and work experience of Contractor. Nothing contained herein shall be construed as creating a partnership, employment relationship, or agency relationship between the parties, or as authorizing either party to act as an agent for the other. Each party maintains its separate identity. This Agreement shall be governed by the laws of the State of North Carolina and venue shall be in the State of North Carolina. Assignments of rights or obligations under this Agreement without prior written consent of Contractor shall be void. This Agreement is the sole agreement between the parties relating to the subject matter of this Agreement and supersedes all proposals or prior agreements (oral or written) and all other communications between the parties relating to the subject matter of this Agreement. If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect. Sections 2, 3, 4, and 5 shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF, the duly authorized representative of each party has executed this Agreement effective as of the day and year first above written.

CTC PUBLIC BENEIFT CORPORATION:

By: _____

Print Name: Joseph H. Morici

Title: President

Date: _____

City of Greenville : _____

By: _____

Print Name: Barbara Lipscomb

Title: City Manager

Date: _____

EXHIBIT A

Services:

CTC Public Benefit Corporation (Contractor) anticipates performing the following tasks in implementing the Client's Brownfields Hazardous Assessment Grant awarded by the United States Environmental Protection Agency (EPA).

TASK 1 -PROJECT MANAGEMENT AND REPORTING

Contractor will assist the Client in the management of this project in accordance with the work plan and all required statutes, circulars, and terms & conditions, including establishment and maintenance of necessary cooperative agreement records and files; financial management, project oversight, attendance at necessary project meetings, and attendance at EPA conferences and/or meetings and conferences deemed appropriate by the Client. Contractor will complete and submit quarterly progress reports, Disadvantaged Business Enterprise (DBE) Reports, Property Profile Forms, Federal Financial Reports (FFRs / SF-425), and a Final Technical Report. Further, Contractor will update the ACRES database with information at appropriate times in the assessment process.

TASK 2 - PUBLIC INVOLVEMENT / COMMUNITY OUTREACH

Contractor will update the existing Public Involvement Plan (PIP) to ensure that community concerns are considered in the assessment of brownfields properties located in the City of Greenville. At a minimum, the PIP will detail outreach efforts to include appointing a spokesperson to respond to public, media, or other information requests; maintaining and updating the existing Program website (www.ctcbrownfields.com/greenville_nc); maintaining an information repository; and scheduling and attending public meetings to provide information, education, and updates about the program.

TASK 3 - SITE INVENTORY AND MAPPING

Contractor will review and update, as necessary, the existing Brownfields Site Inventory to identify and prioritize site with hazardous substance concerns for assessment and redevelopment. Contractor will review and upgrade, if necessary, the property ranking system and apply it to each of the properties in the inventory to focus the majority of the effort on the sites that have the greatest potential for the end user.

TASK 4 – ENVIRONMENTAL SITE ASSESSMENT (ESA)

Phase I ESAs

The American Society for Testing & Materials (ASTM) Standard Practice for Environmental Site Assessment (E-1527-05) and EPA's All Appropriate Inquiry (AAI) Rule will be followed on each of the selected parcels in the study area. The focus of assessments will be collection and reporting of information in evaluating business environmental risk in a commercial real estate transaction, rather than solely assisting in satisfying base due diligence issues under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

The project team may perform Phase I ESAs on selected properties simultaneously, when feasible. This multi-parcel Phase I ESA methodology was recently performed by Duncklee & Dunham for the Client on previous grants. This non-traditional, innovative GIS approach to conducting multiple Phase I ESAs will allow for a greater number to be performed using grant funding. Based on the results of the Phase I ESAs, with direction from the Client and its redevelopment objectives, sites will then be prioritized for Phase II ESA work.

Contractor(s) will use applicable GIS information for each of the parcels located in the West
Greenville, NC – Brownfields Hazardous Assessment SOW

Greenville Redevelopment Area from the City of Greenville and from the inventory process. Shape files of the parcels, roads and other necessary layers as well as any aerial photographs will be acquired. This information will be manipulated with ArcGIS to present our assessment and inventory information. The purpose of gathering this data is to effectively manage parcel information and present results in a usable format.

Although a non-traditional Phase I ESA approach will be used, the ASTM Standard E 1527-05 and AAI Rule will be followed on each of the selected parcels in the study area. Inspection of properties and building interiors will not generally be performed unless permission is granted by property owner. The methodology described in the Phase I ESA Section will be applied to each of the parcels under investigation. The final deliverable will be a report summarizing the findings on GIS-based drawings detailing information gathered in the assessment. Information developed under this assessment can be combined with other pertinent City data or potential cooperation of land owners to select candidate parcels for Phase II ESAs.

Phase II ESAs

Based upon the results of the Phase I ESAs, Contractor will conduct Phase II ESAs under the direction of the Client on the highest priority sites. The Phase II ESA is an effort to characterize the occurrence, distribution, nature and extent of hazardous compounds in soil and groundwater at a property through site specific sampling and analysis. At the start of the project and as required by EPA Region 4, Contractor will update the previously approved Generic Quality Assurance Project Plan (QAPP) to include procedures for assessing and handling media contaminated with hazardous substances. Prior to conducting Phase II ESA field activities, Contractor will prepare Site-specific QAPP Addenda (as necessary), which will include the site-specific Sampling and Analysis Plan (SAP), and an Environmental Health and Safety Plan (HASP) for each site selected. The results of any Phase II ESA investigation will be documented in a Site Investigation Report (SIR) or Phase II ESA Report.

Endangered Species Act and National Historic Preservation Act Reporting

EPA may require an endangered species and cultural resource survey to be completed on sites where Phase II ESA activities will be conducted. A letter report describing the results of our investigations and the potential effect of the proposed project on protected species or cultural resources will be prepared, as necessary, and provided to the Client.

TASK 5 – MARKET ANALYSIS

Completing ESAs alone will not spark the redevelopment of the West Greenville Redevelopment Area (WGRA). Going forward, the Client is seeking to facilitate brownfields redevelopment projects that are consistent with the community's unifying revitalization vision for Center City and West Greenville. To promote that vision, the Client must continue to generate buy-in from the community and commitments from key stakeholders, but it is also essential that the Client aggressively reach out to prospective local and out-of-town investors to explore specific redevelopment opportunities that might be made more feasible by utilization of brownfield program funds and/or other economic development programs.

Contractor and selected subcontractors will identify and market brownfields redevelopment opportunities in and around the WGRA. In response to interest from prospective investors, Contractor and subcontractors will also work with investors to identify potential partners and leverage incentives packages and other resources to make brownfields-related projects in and around the WGRA feasible, attractive, and profitable – i.e., help to put together deals. In the event that a prospective project might involve the use of public resources and/or might significantly impact the community, Contractor is prepared to facilitate additional public input

and visioning sessions and coordinate and lead stakeholder meetings.

TASK 6 - REMEDIATION PLANNING

The ultimate goal for redevelopment is to provide potential site developers and/or other stakeholders with documents that quantify and qualify the environmental risks on a particular property. Subsequent to assessment activities, Contractor will develop remediation and cleanup plans on property(ies) determined to be the highest priority, as necessary and as funding allows. These activities will include the development of an Analysis of Brownfield Cleanup Alternatives (ABCA). The purpose of the ABCA is to identify potentially applicable remediation alternatives and estimating the nature, extent, duration, and cost of implementing site remediation activities. Data collected from site assessment activities in conjunction with any other data available for the property(ies) will be used as the basis for evaluating potential remedial alternatives. ABCA(s) developed for properties assessed under this grant will be submitted to EPA and NCDENR for review and approval. Due to the limited funds available, Contractor will seek opportunities to leverage other sources of funds to complete the remediation planning and cleanup of sites.

Period of Performance:

The services shall be completed between October 1, 2012 and September 30, 2015 (per terms of the EPA Cooperative Agreement). This can be extended upon written consent of both parties.

Estimated Cost

This is a time and material type contract with a total not-to-exceed cost of \$165,500.00. Correspondingly, Contractor shall invoice monthly in accordance its prevailing Time and Material Rate Schedule attached hereto and incorporated by reference. The total not-to-exceed cost can be increased with the prior written approval of both parties.

Technical Points of Contact:

Contractor:

Brian Kvam
Brownfields Project Manager
CTC Public Benefit Corporation
1233 Washington Street, Suite 1000
Columbia, North Carolina 29201
(803) 929-6071
kvamb@ctc.com

Client:

Tom Wisemiller
Economic Development Project Coordinator
City of Greenville
PO Box 7207
Greenville, North Carolina 27835
(252) 329-4514
TWisemiller@greenvillenc.gov



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Contract award to North Star Destination Strategies to conduct a marketing and branding campaign

Explanation: **Abstract:** Staff has been working on the selection of firm/team of firms to conduct a branding/marketing campaign for the City of Greenville. A Request For Qualifications went out, and North Star Destination Strategies was selected by a Branding and Marketing Committee (comprised of representatives of the City and Convention and Visitors Authority) as the most qualified firm. Contract negotiations are currently underway with North Star Destination Strategies to conduct the campaign within the financial limits the City Council approved at the April 12, 2012, City Council meeting and should be wrapped up soon.

Explanation: The City and Convention and Visitors Authority entered into a partnership earlier this year to conduct a branding and marketing campaign for both organizations. The intent of the campaign is to develop a brand which can be utilized by both organizations for the attraction of businesses, residents, and tourists, as well as to elevate the general perception of the community through consistent branding.

Staff members of each organization formed a branding committee and developed a Request for Proposals which went out in June. Based on feedback from local firms, and in order to ensure the possibility of local firms' participation, a second RFQ was sent out in August. Seven firms/teams submitted qualifications/proposals which were then reviewed and ranked by the branding committee.

Staff rated North Star Destination Strategies as the most qualified and has entered into negotiations with them to conduct the campaign to include the attached scope of work.


Fiscal Note: The total budget for this initiative is \$90,000 of which the City will provide \$60,000 and the CVA \$30,000. The City's portion of this funding will more

specifically include \$36,000 from the City Manager's Office and \$24,000 from the Economic Development Division. The proposed contract is within the approved project budget.

Recommendation: Authorize the City Manager to enter into a contract with North Star Destination Strategies to conduct the branding and marketing initiative.

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

Attachments / click to download

 [Branding Scope of Work](#)

Scope of Work – Exhibit A

I. Education and Buy-In

- ✦ **Educational Presentation:** Live PowerPoint presentation (during the in-market trip) to private and public sector stakeholder groups (determined and assembled by client) for purposes of educating and furthering buy-in of community branding
- ✦ **Press Releases:** A series of releases before, during and after the project to keep the media and the public informed of progress and participation opportunities
- ✦ **Educational PowerPoint:** Community branding PowerPoint presentation given to client for use in making additional presentations, for distribution to interested parties or for placement on community websites
- ✦ **Educational Brochure:** For distribution to general public if needed
 - ✦ North Star will work with the City of Greenville to design, write and lay out the brochure to the point of a print-ready file
 - ✦ The City of Greenville is responsible for providing information for customized writing and printing

2. Research

COMMUNITY

- ✦ **Situation Analysis:** Questionnaire and meeting with stakeholder groups to understand primary objectives, general history, political landscape, resources, competitors, etc.
- ✦ **Research, Planning Audit:** Review research and planning documents
- ✦ **Communication, Media Audit:** Review existing marketing materials and media plans
- ✦ **Familiarization Tour:** Tour of commercial sites, business parks, housing developments, downtown, outdoor recreation areas, parks, the Vidant Medical Center, Brody School of Medicine, East Carolina University, University of North Carolina campus, shopping options, BMX parks, the arts, etc.
- ✦ **Key Stakeholder Interviews:** One-on-one interviews with key stakeholders
- ✦ **Stakeholder Focus Group:** An in-depth group discussion with the individuals responsible for driving the branding initiative.
- ✦ **Vision Survey:** An open-ended questionnaire distributed to the community leaders of Greenville
- ✦ **Online Community Survey:** A quantitative version of the Vision Survey posted online for community-wide participation
- ✦ **Brand Barometer:** A tool to measure the strength of Greenville's reputation relative to the rest of the United States as a place to live, work and play
- ✦ **Undercover Interviews:** Informal discussions with students, residents, visitors, and merchants
- ✦ **Flickr Student Imagery Exercise:** Local university students take pictures of what Greenville means to them using their mobile phones and uploading photos to a North Star Flickr page. Images provide a visual representation of meaningful assets, amenities, landmarks and cultural phenomenon in Greenville.
- ✦ **Tapestry® Resident vs. Region Profile:** A detailed market segmentation report created with ESRI's Arcview, Tapestry and Business Analyst software - including U.S.

Census Bureau data and consumer buying behavior data from Mediamark Research Intelligence (MRI)

- Who Report: Resident socio-economic classifications
- What Report: Profile of resident lifestyle habits such as media usage, travel behavior, household buying preferences, recreational interests, civic involvement, dining choices, retail preferences, lodging tendencies.

CONSUMERS

- Online Brand Monitoring: Review of your online reputation that measures quantity and quality of Greenville’s online “mentions” plus the current topics of discussion and keywords surrounding Greenville.
- Top Business Prospects: A proprietary program that identifies business prospects using a combination of secondary data and select customized criteria
- Tapestry® Consumer Profile: Detailed psychographic report describing the behavior of consumers to the City of Greenville.
 - Who Report: Consumer demographic and socio-economic classifications; this report also compares your consumers to the profiles of your community
 - What Report: Profile of lifestyle habits such as media usage, buying preferences, recreational interests, civic involvement, dining and retail preferences, lodging tendencies, travel behavior and more.
 - Where Report: Grid showing relative comparisons of feeder markets based on the highest concentration of core consumers
- Qualitative Perception Study: Telephone interviews to gather insights from economic development prospects, site selectors, relocation executives, meeting planners, group tour operators, realtdevelopers, university leaders, medical facilities’ staff, regional and state-level economic development & tourism executives.
- Quantitative Perception Study: Survey conducted using a random sampling of consumers and non-consumers in outside markets. Data will be cross-tabulated to reveal the most insightful patterns between consumer and non-consumer groups.
 - Consumer Awareness and Perception Study: Survey conducted using a random sampling of **consumers**; specifically, the survey measures:
 - Overall awareness and perceptions of the City of Greenville
 - Overall awareness and perceptions of the competition
 - Consumer visitation patterns to the City of Greenville
 - Attitudes regarding the City of Greenville’s strengths and weaknesses
 - Consumer opinions regarding what needs to added or taken away
 - Changes in consumer perceptions of the City of Greenville after visiting
 - Patterns of visitation activities related to consumer’s primary purpose of visitation
 - Non-Consumer Awareness and Perception Study: Survey conducted using a random sampling of **non-consumers**; specifically, the survey measures:
 - Overall awareness and perceptions of the City of Greenville
 - Overall awareness and perceptions of the competition
 - Attitudes regarding the City of Greenville’s strengths and weaknesses

4 COMPETITION

- 4 Competitive Positioning Review: A brand message assessment to evaluate the City of Greenville's position relative to the competition
- 4 Competitive Analysis: A comparative analysis using Business Analyst Software to uncover industry information on Greenville's top five economic development competitor communities. Insights are derived by comparing retail surplus and leakage levels, projected annual growth rates, size of target industries (classified through SIC and NAICS codes), median household incomes, household types, and the dominant Tapestry segments of resident bases/workforces.
- 4 Perception Studies: Understanding of perceptions and attitudes regarding selected competitors

3. Insights

The most successful brands establish an emotional – not simply an intellectual – connection. Our insights come from asking: What brand “story” does the research tell? What emotional attachments can the brand hold? How does the brand fit into the consumer's lifestyle? How can the brand best be used to elicit the desired emotional/behavioral responses?

- 4 Situation Brief: Review of all research findings
- 4 Blue Sky Meeting: Insights based on significant research patterns and findings
- 4 “Understanding and Insights” Presentation: Review of all relevant research and recommended strategic direction.
- 4 Brand Platform Statement Development: The guiding statement for the management and development of your brand including:
 - 4 *Target audience*
 - 4 *Frame of reference*
 - 4 *Point of difference*
 - 4 *Benefit*

NOTE: Here, we present all of the research findings as well as our recommended brand positioning based on those findings. Brand Platform approval is required before proceeding.

4. Creativity

- ▶ **Brand Concepts:** Three different written concepts and logo options for communicating your brand will be developed
- ▶ **Brand Identity Testing:** Two graphic interpretations of the chosen written concept will be developed for testing.
- ▶ **Brand Narrative:** Artistic interpretation of the brand platform. Helps residents, businesses, and visitors connect the emotional brand story to their own lives (see samples in case studies)
- ▶ **Brand Identity Guide:** North Star will assist the client in identifying a list of custom deliverables that target your specific goals. Typically those ideas include:
 - ▶ Logo options with selection developed to finished art (in all formats)
 - ▶ Logo integration recommendations
 - ▶ Graphic standards guide
 - ▶ Strapline development
 - ▶ Color palette
 - ▶ Stationery design (letterhead, business cards, etc.)
 - ▶ PowerPoint slide design
 - ▶ E-newsletter design
 - ▶ Collateral design
 - ▶ Sample messaging (ads) for economic development, business, residents
 - ▶ Brand vocabulary
 - ▶ Wayfinding and signage design (entryway, pole banners, etc.)
 - ▶ Infrastructure design application
 - ▶ Digital media design including website, mobi site, app, social media (Facebook, Twitter, Blog, etc.)

5. Action

In this stage, North Star develops a must-do strategic action plan for the first 6 to 36 months following your brand's development. This plan comprises 15 fundamental actions steps that ensure the brand gains traction and maintains momentum. Many of these tasks involve setting up the organization and cooperation that will propel your brand forward. Our goal – and yours – is to make sure that the City of Greenville's brand is the guiding principle for your future. Not just a logo and line on your letterhead. Specific ideas will be included for both the City and the CVB along with estimated ranges for recommended ideas.

An important note about implementation costs; you can successfully integrate a brand with limited resources. It is a matter of imagination, ingenuity and marshalling the collective power of your public and private sector resources. Whenever possible, North Star will provide the most cost-effective way to approach a recommendation.

As part of this plan, North Star will also work with the City of Greenville to identify specific goals for the plan. Based on those identified needs and goals, we will include a selection of custom action ideas designed to put your brand to work in specific areas.

Custom ideas may fall in these categories:

- ▲ Policy
- ▲ Sports
- ▲ Environmental applications
- ▲ Purpose initiatives
- ▲ Festivals
- ▲ Arts
- ▲ Private sector
- ▲ Exports
- ▲ Awards
- ▲ Education
- ▲ Sustainability
- ▲ Health
- ▲ Economic development
- ▲ Events
- ▲ Incentives
- ▲ City government
- ▲ Master planning
- ▲ Tourism

6. Evaluation

- ▲ Six-month Check Up
- ▲ One-year Check Up
- ▲ Recommended Measures of Accountability
 - ▲ Qualitative Perception Study
 - ▲ Digital Brand Performance
- ▲ Geo-demography Consumer Profiling: *Who, What, and Where* reports (three-year update)

NOTE: Here, we conduct a final presentation that delivers the creative product, the brand action ideas and recommended measures of accountability. A final report is produced that delivers these items as well as the research findings, insights and strategic brand platform.



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Approval of purchase order for ten Ford Interceptor sedans and one Ford Interceptor SUV

Explanation: **Abstract:** The Public Works Department and the Police Department request approval to purchase 11 vehicles in the Police fleet pool at a cost of \$321,716.90. The police vehicles were approved as part of the Vehicle Replacement Program for FY 2012-2013. The vehicles will replace 11 vehicles currently in the fleet pool for Police.

Explanation: The Public Works Department and the Police Department request approval for purchasing ten (10) Ford Interceptor sedans and one (1) Ford Interceptor SUV. The purchase is being made from the 2011/2012 State Purchasing Contract - 2013 Model Year Law Enforcement Vehicle (070B).

The vehicles being replaced have been utilized for approximately six to seven years, and each has in excess of 95,000 miles. The life expectancy for Police vehicles is five years.

The Police Department currently has 180 vehicles for use by Police, Code Enforcement, Animal Control, and support staff.

Fiscal Note: The total cost for the 11 vehicles being requested is \$321,716.90. The requested police cars are replacement vehicles and are included in the City's approved budget in the FY 2012/2013 Vehicle Replacement Program Purchase List. The police cars will not increase existing maintenance, fuel cost, or the amount of vehicles assigned to the Police Department. Eleven (11) existing police cars will be removed from the fleet and sold on GovDeals.

Recommendation: Approve the purchase order request for 11 police cars from the 2013-Model Year Law Enforcement Vehicle (070B) State Purchasing Contract.

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

Attachments / click to download

 [Purchase Order for Police Cars](#)

PUBLIC WORKS DEPARTMENT REQUEST FOR PURCHASE ORDER

Date:	October 5, 2012	Account Nos.:	200-1400-463.74-01	P.O. #:	
VRF 2012/2013 -Police 2013-Ford Interceptor -5935-6396-6544-6604-7054-6605-7051-6843-6789-5883-5930				Requested By: Angel Maldonado	
Department Head Approval:		<i>D. C. T. D. S. J.</i>		Circle All that Apply	
Division Head /Supervisor Approval:		<i>[Signature]</i>		GF	PB
Division Charged:		VRF	Other:	SW	Cap. Outlay
				Adm. to Order	Yes

Vendor:	Capital Ford Inc.	Vendor No.:	177	Contact Person:	Tom Lowe
Address:	4900 Capital Blvd			Fed ID #:	56-1456873
City:	Raleigh	State:	NC	EMAIL	tlowe@capitalford.com
Phone:	919-790-4732	ZIP:		Minority Status:	

QTY	PRICE	UNIT	DESCRIPTION	ITEM #	COLOR	SIZE	TOTAL	
8	\$29,391.40	each	2013-Ford Interceptor All-wheel drive ECO Boost turbo (white color-vinyl flooring/2nd row seat vinyl) to include the following option - dark car feature - daytime running lights - LED spot light - wheel cover - rear door handle/lock inoperable - rear window delete/operate from driver - front headlight solution - rear tail light solution - trunk up-fit package - reverse sensing sensors - Key alike				\$ 235,131.20	
2	\$28,578.30	each	2013 Ford Interceptor All-Wheel drive ECO turbo - Norse Blue Metallic/Medium Titanium Metallic color - carpet flooring/cloth seat- to include the following option - dark car feature - daytime running lights - wheel cover - front headlight solution - tail light solution - trunk up-fit package - reverse sensing sensors				\$ 57,156.60	
1	\$28,616.00	each	2013 SUV -All-Wheel drive - Arizona Beige Metallic - dark car feature- daytime running lights - full wheel cover - front headlight solution - tail lights solution - cargo wiring package - reverse sensing sensor - towing package.				\$ 28,616.00	
		each					\$ -	
		each					\$ -	
		each					\$ -	
SHIPPING							\$ -	
Price Quote							Vendor Name	SUBTOTAL
							\$ 320,903.80	
TOTAL							\$ 320,903.80	

Attach copies of other quotes.

Doc.# 930452

Item # 5



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Report on bids awarded

Explanation: **Abstract:** The City Council has delegated the authority to award contracts for purchases of goods, services, and construction/repair projects under \$300,000 to the City Manager and Purchasing Manager. At the time of their delegation, it was mandated that contracts in the amount of \$50,000 and up awarded under this delegation be reported to the City Council monthly and recorded in the minutes.


Explanation: The Director of Financial Services reports that the following bids were awarded during the month of September 2012.

Date Awarded	Description	Vendor	Amount	M/WBE
				Yes/No
9/20/12	Guy Smith Stadium Repairs	Lesco Restorations, Inc.	\$83,000	Yes

Fiscal Note: Funds in the amount of \$92,775 were included in the CIP budget for FY 2012-2013 for Guy Smith Stadium/Parking Lot improvements.

Recommendation: That the bid award information be reflected in the City Council minutes.

Attachments / click to download

 [Bid Tabulation for Guy Smith Stadium Repairs](#)



BID TABULATION

PO Box 19944 | Raleigh, NC 27619 | tel 919.832.8118 | fax 919.832.8120 | stanfordwhite.com

PROJECT: Guy Smith Stadium Repairs
OWNER: City of Greenville Recreation and Parks Department
PRIME: Single
PROJECT NO.: 0561-02-00-09
BIDS DUE: July 10, 2012 @ 2:00 PM

Bidders	License NO.	Bid Security (Not Required)	Base Bid	Alternate-1	Alternate-2	Alternate-3	Alternate-4	Alternate-5	Alternate-6	Addendum # 1 (Yes or No)	MBE Appendix A or B
LESCO Restorations, Inc.	29651		\$105,469.00	Repair/replace areas of cracked brick and mortar in excess of those covered by the Base Bid. Repair cracks in and damaged areas of concrete wall cap. (Re: Repair Procedure 18)	Reinforce sections of steel plate decking that deflect noticeably under normal foot traffic. (Re: Repair Procedure 19)	Clean exterior masonry walls. (Re: Repair Procedure 20)	Remove and replace entire roof covering system. (Re: Repair Procedure 21)	Remove and replace ramp covering system. Prepare and paint hollow metal doors and frames. (Re: Repair Procedure 22)	Remove and replace closure plates at ends of bleacher risers. (Re: Repair Procedure 23)		B
D.S. Simmers, Inc.											
Neal Contracting Co.											
Pro-Tech Construction, Inc.	28732		\$133,658.00	\$13,200.00	\$2,700.00	\$4,200.00	\$21,000.00	\$1,000.00	\$900.00	Yes	A
Seett Custom Builders, Inc.											

I CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF BIDS RECEIVED

BY:

[Signature] 7/11/12



PROJECT: Guy Smith Stadium Repairs
 OWNER: City of Greenville Recreation and Parks Department
 PRIME: Single Contract
 PROJECT NO.: 0561-02-00-09
 BIDS DUE: July 10, 2012 @ 2:00 PM

Base Bid Unit Prices

Bidders	Unit Price 1 Masonry Repair	Unit Price 2 Caulk Replacement	Unit Price 3 Cementitious finish patching	Unit Price-4 Steel plate repair	Unit Price-5 Steel plate repair	Unit Price 6 Steel plate repair	Unit Price 7A New steel plate	Unit Price 7B Painting	Unit Price 7C New Drain
LESCO Restorations	\$22.00	\$6.00	\$12.50	\$185.00	\$244.00	\$185.00	\$37.00	\$1.85	**
D.S.-Simmons, Inc.									
Q'Neal Contracting									
Pro-Tech Construction	\$37.00	\$7.50	\$13.00	\$200.00	\$40.00	\$35.00	\$80.00	\$8.00	**
Scott Custom Builders									

Bidders	Unit Price 8 Metal trench drain cover replacement	Unit Price 9 Joint sealant replacement	Unit Price 10 Wood decking and nailer board replacement	Unit Price 11 Wood board replacement	Unit Price 12 Wood deck painting	Unit Price 13 Roof steel framing and column painting	Unit Price 14 Gutter Replacement	Unit Price 15 Drain pipe and downspout replacement
LESCO Restorations, Inc.	\$18.50	\$7.50	\$7.50	\$10.00	\$1.60	\$1.85	\$12.50	\$8.50
D.S.-Simmons, Inc.								
Q'Neal Contracting Co.								
Pro-Tech Construction, Inc.	\$100.00	\$8.00	\$16.50	\$60.00	\$3.00	\$2.00	\$18.75	\$45.00
Scott Custom Builders, Inc.								

** Item not listed on Form of Proposal



PO Box 19944 | Raleigh, NC 27619 | tel 919.832.8118 | fax 919.832.8120 | stanfordwhite.com

July 11, 2012

Lamarco Morrison, MSIT, Parks Planner
City of Greenville
Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27635

Re: Guy Smith Stadium Repairs
City of Greenville
SW Project No. 0561-02-00-09

Dear Lamarco:

I have enclosed the following items for your use:

1. Two Original Certified Bid Tabulations with Unit Prices.
2. Original Proposal of Apparent Low Bidder with MBE Support Documentation.

The apparent low bid for the project is prepared by **LESCO Restorations, Inc.** for **\$105,469.00**. This bid amount is higher than the funds that are currently appropriated for the project.

Based on the above, I recommend that negotiations be undertaken with the apparent low bidder such that contracts can be awarded as follows:

Base Bid	\$105,469
Deduct 250 SF of Interior Wall Finish at Unit Price of \$12.50/SF	(\$3,125)
Deduct 700 SF of Painting of Steel Plate Decking of Main Walkway at Unit Price of \$1.85/SF	(\$1,295)
Deduct 300 LF of Roof Drain Pipe and Downspout at Unit Price of \$8.50/LF	(\$2,550)
Reduce Number of Repair Locations for Vertical Steel Plate at Base of Bleacher Leg Bracket from 25 to 15 at Unit Price of \$185 Each	(\$1,850)
Total	\$96,649

Lamarco Morrison
July 11, 2012
Page 2 of 2

The attached MBE documentation includes:

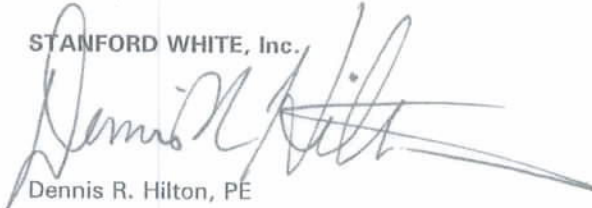
Affidavit B, in which the contractor certifies it is their intent to perform 100% of the work required for the project.

Please request that the City of Greenville issue a Notice of Award for this project. We will await such direction before proceeding with the preparation of contracts.

If you have any questions or need additional information, please let me know.

Sincerely,

STANFORD WHITE, Inc.

A handwritten signature in black ink, appearing to read "Dennis R. Hilton", is written over the printed name. The signature is stylized and includes a long horizontal flourish at the end.

Dennis R. Hilton, PE

Enclosure

M:\Clients\Greenville, City of\0561-02-00-09 Guy Smith Stadium Structural Evaluation\Correspondence\Bidding Information\2012-0711 Owner Rec Ltr drh.doc



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Right-of-way encroachment agreement with PCMH Management, Inc., d/b/a Vidant Health, to construct fiber optic communication lines in a portion of the public rights-of-way of Beasley Drive and Arlington Boulevard

Explanation: **Abstract:** This item is a right-of-way encroachment agreement with PCMH Management, Inc., d/b/a Vidant Health, to construct fiber optic communication lines in a portion of the public rights-of-way of Beasley Drive and Arlington Boulevard. There are no costs associated with this proposed agreement.

Explanation: PCMH Management, Inc., d/b/a Vidant Health, has requested permission to construct a fiber optic communication line encased in a HDPE conduit in a portion of the public rights-of-way of Beasley Drive and Arlington Boulevard.

Attached for City Council's consideration is a right-of-way encroachment agreement setting out the terms by which Vidant Health may encroach upon the public rights-of-way of Beasley Drive and Arlington Boulevard. A map depicting the limits of the encroachment is also attached.

No adverse comments regarding this encroachment were received through the departmental review process. Staff takes no exception to this request.


Fiscal Note: There will be no cost to the City associated with the proposed encroachment.

Recommendation: Approve the right-of-way encroachment agreement permitting PCMH Management, Inc., d/b/a Vidant Health, to construct lines encased in HDPE conduit in a portion of the public rights-of-way of Beasley Drive and Arlington Boulevard.

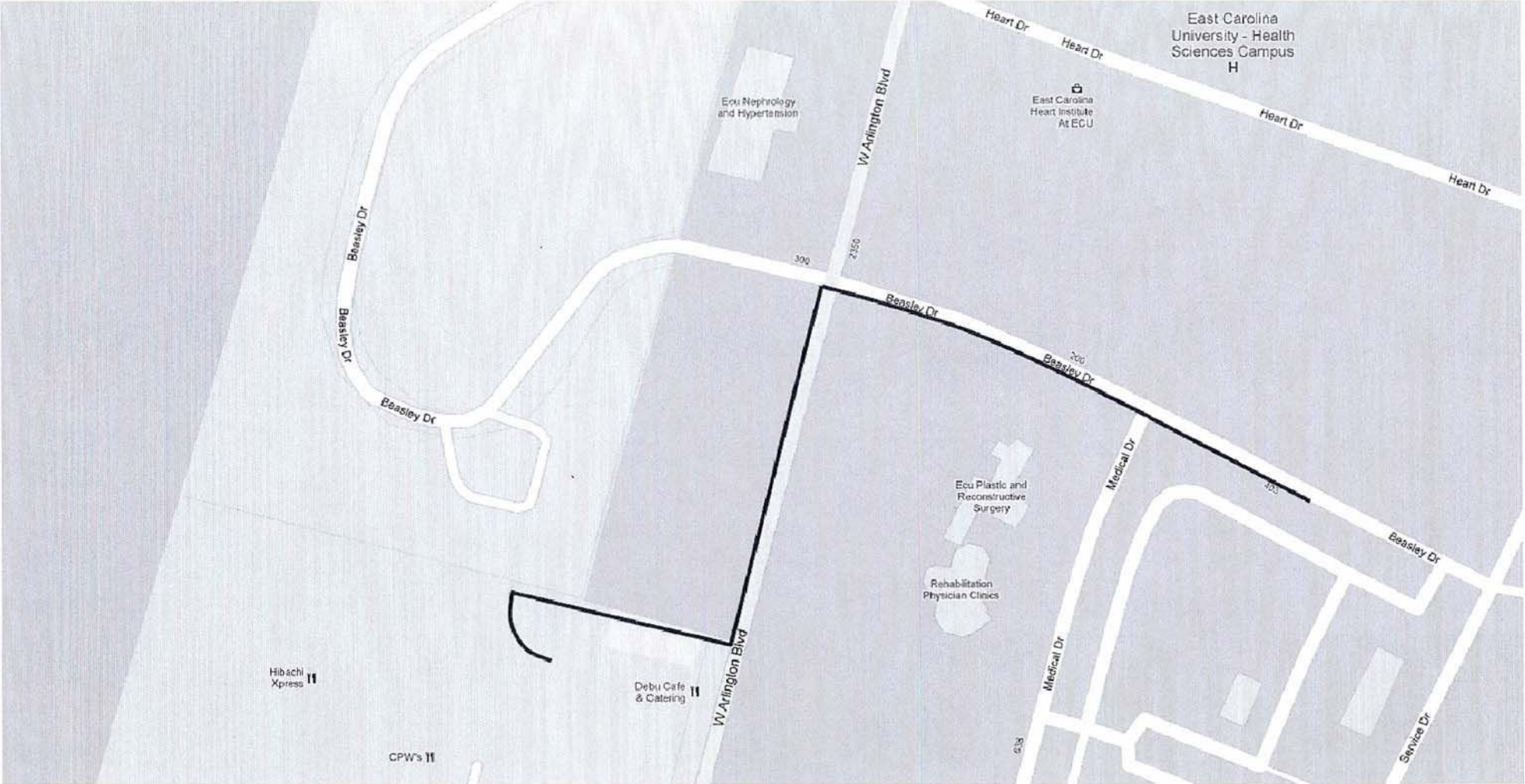
Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Map - Vidant Encroachment](#)

 [Vidant Encroachment Agmt](#)

GREENVILLE, NC PITT COUNTY LOCATION MAP



ENGINEERED AND DRAFTED BY:
 Beta Engineering, PA
 PO Box 505
 Thomasville, NC 27361

REV	DATE	DESCRIPTION	BY	CHKD	APP'D

B. A. ROGER
ENGINEER
BETA ENGINEERING, PA
APPROVER

GREENVILLE, NC

SCALE
 HORIZONTAL: N/A
 VERTICAL: N/A

INFORMATION ON THIS DOCUMENT IS PROPRIETARY AND SHALL BE KEPT IN CONFIDENTIAL USE. COPIES REPRODUCED OR DISCLOSED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT.

7

VIDANT Medical Center
 2100 STANTONSBURG ROAD
 GREENVILLE, NC 27835

PROJECT CODE:	TITLE: VIDANT HEALTH – MEDICAL CENTER CONNECTION GREENVILLE, NC	PROJECT NUMBER:	DWG NO: 2	REV:
---------------	---	-----------------	---------------------	------

-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Right of Way Encroachment Agreement
Beasley Drive & Arlington Blvd.

Prepared by: City of Greenville
Mail to: City of Greenville PWD
PO Box 7207
Greenville, NC 27834

THIS AGREEMENT made and entered into this the 5th day of November, 2012, by and between the **CITY OF GREENVILLE**, Party of the First Part and hereinafter sometimes referred to as the **CITY**, and **PCMH MANAGEMENT, INC. d/b/a VIDANT HEALTH** Party of the Second Party and hereinafter sometimes referred to as the **OWNER**;

W I T N E S S E T H

THAT WHEREAS, the OWNER desires to encroach upon the public right of ways of the public streets designated as Beasley Drive & Arlington Boulevard with the construction of one (1) 1.25" HDPE innerduct containing (1) fiber optic cable as shown on Attachment "A";

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of ways as indicated on attachment "A", subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to the OWNER, and the covenants and agreements herein contained with respect to the obligations of the OWNER hereunder, the CITY does hereby give and grant unto the OWNER, the right and privilege to make the encroachment, as shown on attachment "A", subject to the conditions contained in this Agreement.

TO HAVE AND TO HOLD said encroachment rights under this Agreement unto the OWNER, provided, however, the OWNER performs and abides by the covenants and agreements herein contained.

The covenants and agreements to be performed by the OWNER as a part of the consideration for this encroachment agreement are as follows:

1. All costs of construction and maintenance of the encroaching structure will be at the sole cost and expense of the OWNER.

2. All damages to the right of ways, including the traveled portion of the street located thereon, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure, shall be borne by the OWNER, including but not limited to the following:

- a. Restoring the traveled portion of the street to good, passable condition for use by the public.
- b. Repairing any damage to the existing curbing or sidewalks.
- c. Repairing any damage to facilities maintained by Greenville Utilities Commission

3. Any damage to the OWNER's encroaching structure caused by the CITY's or Greenville Utilities Commission use of its right of ways for construction or maintenance work in the ordinary course of its business, shall be borne by the OWNER.

4. The OWNER shall maintain the encroaching structure so that it does not interfere with the utilization of the right of way by the CITY or utilization by the Greenville Utilities Commission of the right of way or facilities maintained by Greenville Utilities Commission.

5. The OWNER shall install and maintain the encroaching structure in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the right of way, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.

6. The OWNER hereby agrees to indemnify and save the CITY and its officers and employees harmless from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroaching structure.

7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the right of way or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.

8. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.

9. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until the OWNER complies, or to cause the removal of the encroaching structure from its right of way or from City property without cost to the CITY.

10. Notwithstanding any other provision of this Agreement, the CITY may terminate the right, privilege, and easement granted herein by the provision of at least thirty-days (30) written notice to the OWNER.

IT IS UNDERSTOOD AND AGREED that after completion of the construction of the encroaching structures, the OWNER may assign, subject to the conditions contained in this Agreement, the encroachment rights under this Agreement to the Homeowners' Association provided that said assignment is in writing with the association, agreeing to perform and abide by the covenants and conditions to be performed by the OWNER contained in this Agreement and provided that a copy of said assignment is delivered to the CITY within ten (10) days of the execution of the assignment.

IT IS UNDERSTOOD AND AGREED that this Agreement shall become null and void if actual installation of the encroaching structure is not complete within one (1) year from the date of the execution of this Agreement.

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

PCMH MANAGEMENT, INC.
d/b/a VIDANT HEALTH

By: _____ (Seal)
David C Herman, M.D., CEO of University
Health Systems of East Carolina, Inc.
Agent for and on behalf of PCMH
Management, Inc. d/b/a Vidant Health

CITY OF GREENVILLE

By: _____
Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

RECOMMENDED:

Scott Godefroy, Interim Director of Public Works

I, _____, Notary Public of Pitt County, North Carolina, do hereby certify that Carol L. Barwick, personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by Allen M. Thomas, sealed with its corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal, this the 5th day of November, 2012.

_____, Notary Public
(Print or Type Name of Notary Here)

My Commission Expires: _____

I, _____, Notary Public of said County and State, do hereby certify that David C Herman, M.D., CEO of University Health Systems of East Carolina, Inc. Agent for and on behalf of PCMH Management, Inc. d/b/a Vidant Health personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the _____ day of October, 2012

_____, Notary Public
(Print or Type Name of Notary Here)

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Sanitary sewer service request in the extra-territorial jurisdiction (ETJ) at 128 Duke Road

Explanation: **Abstract:** A request by James and June Taunton for annexation in order to receive sewer service from Greenville Utilities Commission (GUC) for the property located at 128 Duke Road.

Explanation: On October 3, 2012, the City received the attached request from James and June Taunton to allow Greenville Utilities Commission (GUC) to provide sewer service to property located at 128 Duke Road in the Windsor Subdivision (Windsor, Section IV, Phase II, Lot 88). Service would be provided by a main extension that will be installed, operated, and maintained by GUC. GUC staff are working with Mr. and Mrs. Taunton and have indicated that sewer could be provided contingent upon City Council approval.

A map illustrating the property is attached. The Tauntons' property is located in the City's extra-territorial jurisdiction (ETJ) and within the area of the City's 2011 Resolution Identifying Areas Under Consideration for Annexation. Receipt of sanitary sewer service from GUC is contingent on the property owners submitting a Petition for Voluntary Annexation.

Fiscal Note: There will be no cost to the City.

GUC is participating in the construction of this project along with the Tauntons (see contract item # 4). A Sewer Outfall Acreage Fee and Connection Fee would be applicable to the proposed sewer service. Currently, the Sewer Outfall Acreage Fee is assessed at \$1,800 per acre and would be approximately \$1,044 for the subject parcel. Under the contract, this amount would be considered an in-kind credit as part of the developer's cost paid by the Tauntons. The Sewer Connection Fee based on a 3/4 inch metered water service would be \$1,200.


Recommendation: Approval of the request to provide sanitary sewer service to this property by Greenville Utilities Commission, subject to compliance with Commission requirements and the City's requirement that a future annexation agreement be executed prior to sanitary service provision commencing.

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

Attachments / click to download

 [Letter from Tauntons](#)

 [Location Map](#)

 [GUC Contract with Tauntons](#)

October 3, 2012

City of Greenville
c/o Mr. Merrill Flood, Director of Community Services
PO Box 7207
Greenville, NC 27835-7207

**RE: Request for sewer service for property located at 128 Duke Road,
Winterville, NC 28590 – Pitt County Tax Parcel #0048692**

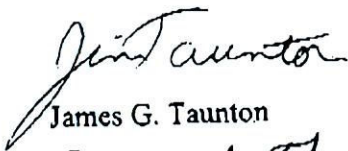
Dear Mr. Flood:

We have attached a copy of the contract agreement, prepared by Greenville Utilities Commission, to provide a sanitary sewer service connection for the property we own at 128 Duke Road, Winterville, NC. The contract provides details regarding issues with our current on-site septic system.

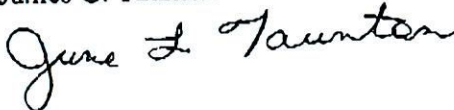
Item #5 of the attached contract requires that we submit a Petition of Voluntary Annexation to the City of Greenville. We agree to comply with all of the items set forth in the attached contract and with the City of Greenville's annexation agreement submission requirements and procedures.

We respectfully ask that you place this request for sanitary sewer service for our property on the City of Greenville's City Council agenda as soon as possible. We also request a waiver of annexation at this time.

Sincerely,



James G. Taunton



June L. Taunton

Attachment



**Greenville
Utilities**

April 13, 2012

Mr. James G. Taunton
128 Duke Road
Winterville, NC 28590

Subject: Provisions for Sanitary Sewer Service
128 Duke Road
Pitt County Tax Parcel #48692
Windsor, Section IV, Phase II, Lot 88

Dear Mr. Taunton:

This agreement is in response to your request for Greenville Utilities Commission's (GUC) cost participation in the extension of the GUC sanitary sewer system. Regarding the provision of sanitary sewer service to the subject property, we offer the following items of understanding:

1. The subject project can be separated into the following segments relative to cost participation by GUC.

Segment-A: From GUC's existing sewer manhole #10C - 012, located in the northeast corner of Lot 261, Section VII, Phase I, being 132 Duke Road and extending westerly within the travel way of Duke Road to a point approximately 15 feet west of the easternmost sideline property boundary of the subject Lot 88.

Segment-B: From the endpoint of the above described Segment A and continuing in a westerly direction to the roadway centerline intersection of Duke Road with Squire Drive. *GUC expense*

2. In accordance with the GUC Utility Regulations, Terms and Conditions of Service, Section 19.2.2, GUC agrees to reimburse you, as the developer, 50% of the design, installation and material costs incurred as a result of the above described Segment-A.
3. In accordance with the GUC Utility Regulations, Terms and Conditions of Service, Section 19.2.5, GUC agrees to reimburse you, as the developer, the additional installation and material costs incurred as a result of the above described Segment-B.

*ST-1598 FAX
Cliff Cahoon
Water Resource Dept*

PO Box 1847
Greenville, NC
27635-1847
252 752-7106
www.guc.com

Your Local
Advantage

Mr. James G. Taunton
April 13, 2012
Page 2

4. The project costs, as shown in the attached cost estimates prepared by Hendrix-Barnhill, dated March 8, 2012 being labeled Exhibit 2 & Exhibit 3, and by Stroud Engineering, dated March 23, 2012, and a proportionate breakdown of those costs are as follows:

<u>Item</u>	<u>Project Cost</u>	<u>Developer Portion</u>	<u>GUC Portion</u>
Segment-A	\$ 30,765.00	\$ 15,382.50	\$ 15,382.50
Segment-B	\$ 15,221.00	\$ 0.00	\$ 15,221.00
Engineering	\$ <u>3,000.00</u>	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
TOTALS	\$ 48,986.00	\$ 16,882.50	\$ 32,103.50

Therefore, it is GUC's intent to contribute a maximum of \$ 32,103.50 for this project.

5. The construction of the project is to be your responsibility. Following project completion and acceptance for operation and maintenance, GUC will reimburse you the applicable project costs based on your submittal of documented total project costs. Any GUC participation in project costs exceeding the amount shown in Item #4 above will require prior approval.
6. In accordance with the GUC Utility Regulations, Terms and Conditions of Service, Section 19.2.4, the Sewer Acreage Fee due from the developer may be used by the developer towards the developer's cost share. The current assessment for the Sewer Acreage Fee for the subject area is \$1,800 per acre. According to the Pitt County Tax Office records, the subject property is 0.58 acres. Therefore the Sewer Acreage Fee assessment would be:

$$\$1,800/\text{acre} \times 0.58 \text{ acres} = \$1,044$$

Under this proposal, in lieu of your payment of the Sewer Acreage Fee, GUC would credit to you a contribution of in-kind sewer facilities with a value equal to the fee due. This credit would serve as payment of the fee due.

7. As the end user or GUC customer, you will be responsible for making application for sanitary sewer service and payment of the applicable fees (excluding the above credited Sewer Acreage Fee). That fee will be for a Tier -1, 4" Sewer Service Connection (w/3/4-inch water meter) with a current assessment amount of \$1,200. Application may be made at our Main Office located at 401 S. Greene Street or at our Express Office located at 509 SE Greenville Boulevard.

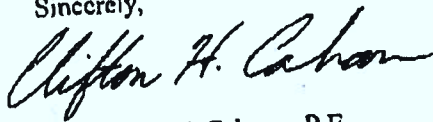
Mr. James G. Taunton
April 13, 2012
Page 3

- 8. All work is to be performed in accordance with GUC's Manual for the Design and Construction of Water and Wastewater System Extensions.
- 9. GUC's project manager for this project will be Mr. Cliff Cahoon PE, Construction Contracts Engineer. Mr. Cahoon may be reached at 551-3386.
- 10. GUC's acceptance of this project for operation and maintenance requires the submittal of a Petition of Voluntary Annexation to the City of Greenville. You may contact the City's Community Development Department, Planning Division at 252-329-4498 for information about that process.

The above listed arrangements constitute our understanding of the items we have agreed upon for construction of the proposed project. If you are in agreement with the listed arrangements, please sign in the space provided below and return one original copy to us.

If you need additional information, please give me a call at 551-3386.

Sincerely,



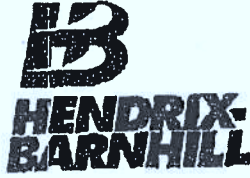
Mr. Clifton H. Cahoon, P.E.
Water Resources Construction/Contracts Engineer

CHC/slt

- cc: Mr. Ronald D. Elks, General Manager/CEO
- Mr. Anthony C. Cannon, Assistant General Manager/COO
- Mr. Randall D. Emory, P.E., Director of Water Resources
- Mr. Jeff W. McCauley, Chief Financial Officer
- Mr. Merrill Flood, City of Greenville Community Development Director


James G. Taunton

4/18/12
Date



P.O. Box 1904
Greenville, NC 27836
(252) 752-4122 • Fax (252) 752-9401

Exhibit 2

To:

Mr. Cliff Cahoon

From:

R. Kelly Barnhill, Jr., PE

Date:

March 8, 2012

Project:

Windsor Subdivision - Sewer to Serve Lot 88
Greenville, NC

Illustration:

Price to Taunton adjusted for pipe alignment to
center of Intersection

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
1	TIE-IN @ EX MH	LS	1	\$1,100.00	\$1,100.00
2	8 SDR35 SS 8-10	LF	345	\$40.00	\$13,800.00
3	MH 8-10	EA	2	\$1,700.00	\$3,400.00
4	SERVICE CONNECTION IN MH	EA	0	\$95.00	\$0.00
4A	SERVICE CONNECTION ON MAIN	EA	1	\$165.00	\$165.00
5	4 SCH40 PVC SEWER PIPE	LF	40	\$17.00	\$680.00
6	4 SCH40 PVC CLEANOUT	EA	1	\$200.00	\$200.00
7	SAW-CUT, REM, REPL ASPHALT, & STRIPING	SY	288	\$40.00	\$10,720.00
8	SEEDING/MULCHING	LS	1	\$700.00	\$700.00
TOTAL BID AMOUNT					\$30,765.00

Plan Information:
Plan Sheets Referenced:

1 of 2
4/14/2004
Stroud Engineering, P.A.

Engineer:

Cliff Cahoon

From: Linwood Stroud <lstroud@stroudengineer.com>
Sent: Friday, March 23, 2012 5:23 PM
To: Cliff Cahoon
Subject: Windsor lot 88 Sewer

Cliff,
We propose to provide engineering and surveying services related to extension of gravity sewer to Windsor Lot 88 for fees as follows:

1. Revise the plans prepared by us dated revised 06/14/05 including:
 1. Field visit to verify existing conditions and revise plans as needed.
 2. Relocate MH # 2 to street centerline intersection.
 3. Delete MH # 3 and delete gravity line fro MH #2 to MH # 3.
 4. Service to lot 88 may be an in line service or at your direction to a new manhole to be located at the service point.
2. Preparation of permitting package.
3. Preparation of DOT encroachment agreement.
4. Prepare bid and contract documents.
5. Perform inspections related to engineer's certification and provide engineers certification of completed construction.
6. Prepare As-Built Survey and drawings.
7. Construction Staking.

Our proposed fees are:

- | | |
|--|----------|
| 1. Design and permitting including encroachment agreement - | \$750.00 |
| 2. Contract documents, assuming sole source; no bidding responsibilities - | \$500.00 |
| 3. Inspections and certification - | \$750.00 |
| 4. As-Built Drawings - | \$400.00 |
| 5. Construction Staking | \$500.00 |

Total Fees

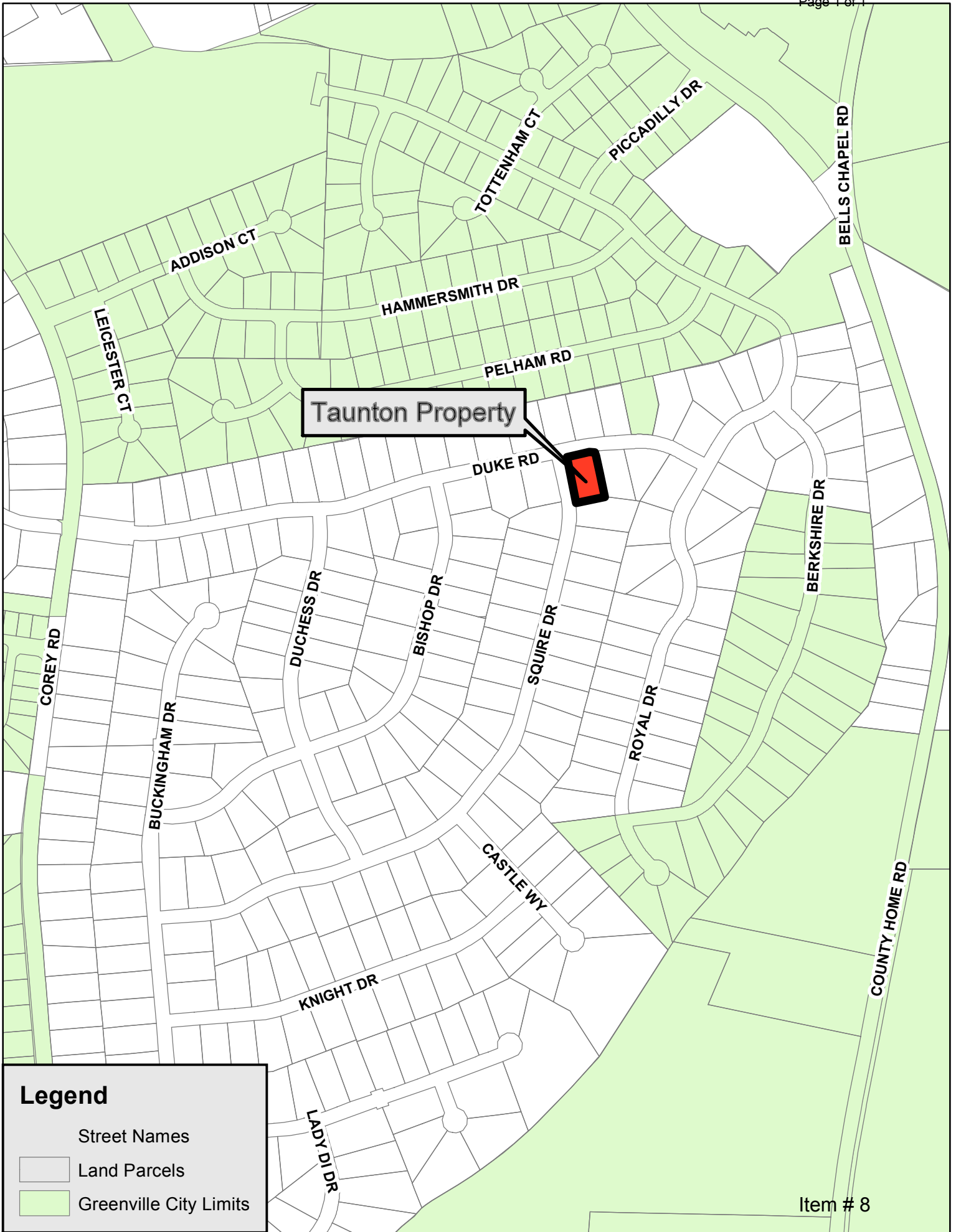
\$2900.00

Direct expenses will be charged in addition to the above including printing, mileage and stakes. A budget of \$100.00 is recommended.

Linwood E. Stroud

Stroud Engineering, PA
107B Commerce Street
Greenville, NC 27858

Ph: 252-756-9352 x227
Fax: 252-755-2345





City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Firefighter's Relief Fund Committee
- b. Public Transportation and Parking Commission

Explanation: The Firefighter's Relief Fund Committee and the Public Transportation and Parking Commission are scheduled to make their annual presentations to City Council at the November 5, 2012 meeting.

Fiscal Note: N/A

Recommendation: Hear the presentations from the Firefighter's Relief Fund Committee and the Public Transportation and Parking Commission.

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Presentation of the results of the Americans with Disabilities Act (ADA) compliance assessment of Recreation and Parks Department buildings

Explanation: **Abstract:** All City of Greenville facilities that offer "public accommodation" are required to comply with the accessibility requirements of the Americans with Disabilities Act (ADA). The Recreation and Parks Department employed a consultant to assess its facilities, and the consultant will present an executive summary of the findings to City Council.

Explanation: The City of Greenville employed R.L. Mace Design Institute, represented by Richard Duncan and his team, to inspect designated buildings managed by the Recreation and Parks Department. The task was to determine which of the inspected facilities complied with the requirements of the Americans with Disabilities Act (ADA) and which did not, including compliance with ADA Title II requirements and the Design Guidelines entitled "2010 ADA Standards for Accessible Design." Other than the Drew Steele Center, none of the Recreation and Parks Department buildings are currently in total compliance. The consultant has prepared an extensive final report listing specific deficiencies and the estimated costs of bringing those deficiencies into compliance with the law. This assessment did not address parks, only buildings.

The buildings that were surveyed include:

- Eppes Recreation Center
- Greenville Aquatics and Fitness Center
- H. Boyd Lee Center, outdoor restroom, and concession stand
- Jaycee Park Center
- River Park North Science and Nature Center
- South Greenville Recreation Center
- Sports Connection
- Elm Street Center
- Greenfield Terrace - Barnes-Ebron-Taft Community Building
- Guy Smith Stadium - prep field facilities (including restroom) and Little

- League Field
- The Community Pool Bathhouse
 - River Birch Tennis Center
 - The Teen Center
 - The Town Common Amphitheater
 - Bradford Creek Soccer Restrooms
 - Bradford Creek Public Golf Course Club House

Fiscal Note: Report only. No fiscal impact until items are addressed.

Recommendation: Accept the report as information only.

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

Attachments / click to download

 [Summary of Building Assessment for ADA Deficiencies](#)

 [ADA Assessment Powerpoint](#)

Building Assessment for ADA Deficiencies City of Greenville, N.C., Recreation and Parks

Prepared by:

R.L. Mace Universal Design Institute
410 Yorktown Drive
Chapel Hill, North Carolina 27516

September 2012

Rationale

Title II of the Americans with Disabilities Act (ADA), of 1990 was enacted to broaden the coverage of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination in any program or activity that receives federal financial assistance, including programs and activities of state and local governments. Title II extends these protections to all state and local government entities, including those receiving no federal funds.

The City of Greenville is obliged to provide programs and services in such a way that, "no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity."

Activity

To meet these obligations, The RL Mace Universal Design Institute conducted surveys of fifteen sites owned or controlled by the Greenville Department of Recreation and Parks between May - July 2012. The assessments were conducted to assess the ADA wheelchair compliance of the public areas of designated site buildings, parking and paths of travel from parking into the buildings.

- Eppes Recreation Center
- Greenville Aquatics & Fitness Center
- H. Boyd Lee Center
- Jaycee Park Center
- River Park North Science & Nature Center
- South Greenville Recreation Center
- Sports Connection
- Elm St. Center
- Greenfield Terrace; BET Community building
- Guy Smith Stadium, the Prep and Little League field facilities
- The Community Pool house.
- River Birch Tennis Center
- The Teen Center
- The Town Common Stage
- Bradford Creek Soccer
- Bradford Creek Golf Course

The assessment was conducted using the **2010 ADA Standards for Accessible Design**, published by the Department of Justice as a part of new ADA regulations that include the new design standards as of September 15, 2010. The new regulations and the 2010

Greenville Recreation and Parks Accessibility Report September 2012

Standards became effective for all new construction and alterations that take place on or after March 15, 2012.

Survey data was organized by site, by building and exterior components and for each surveyed element. In each case where non-compliance was found, a solution or a range of solutions were identified and priced. Given the limitations of the project, not all solutions could be identified. The Department may seek other compliance routes than those identified in the survey documents.

Findings

The project team collected thousands of data points and priced hundreds of compliance items. Each site has its own particular characteristics, uses, age, and features. An overview of frequent or major issues is below.

- Parking – nearly all parking areas have deteriorated surfaces and faded striping. Some have excessive slopes that need improvement. With the exception of the Town Common stage, most remediation is fairly routine. A summary of parking space analysis can be found at the end of this report.
- Routes of Travel (ROT) – a number of the pedestrian routes of travel from parking to entrances have excessive slopes as well as curb ramp problems. Aquatics Center has the worst issues.
- Door weight/speed – almost all doors that were surveyed were too heavy and closed too fast. While cumulatively, a large number, some of these issues may be solved through low-cost adjustments rather than expensive replacements.
- Restrooms – Every restroom that was surveyed had compliance problems. Some (e.g., Eppes Gym, S. Greenville Rec., Bradford Golf) need wholesale makeovers or the creation of other restroom options elsewhere. Others, (BET, Bradford Soccer) need very few alterations. The rest fell in between.
- Water fountains – Most water fountains need some remediation if only to eliminate protruding fountains into paths of travel. There are many options for improvements from elimination, to relocation, to replacement, to creating alcoves.

The range of costs varies greatly from site to site from a low of \$11,607 (Bradford Soccer) to a high of \$294, 849 for alterations to Guy Smith Stadium. Because pricing ranges were possible for a number of specified alterations, the total range of estimated costs begins at \$749, 670 and extends as far as \$1,252, 464. A summary of pricing for all sites follows this report.

Implementation Strategies

This ADA assessment should be viewed as a necessary first step towards developing a Transition Plan for the Department. The Department needs to assess its overall facilities' plan and develop a strategy for meeting its compliance requirements. As such, the

Greenville Recreation and Parks Accessibility Report September 2012

Department can choose to inform accessibility decisions based on the following priorities:

- Priority 1 - Accessible approach and entrance
- Priority 2 - Access to public services
- Priority 3 - Access to public toilet rooms
- Priority 4 - Access to other items such as water fountains and public telephones

The Department can also choose to

- Eliminate certain elements from a building (remove a non compliant water fountain),
- Temporarily install signs directing people to accessible elements (e.g., restrooms), or
- Alter programming of a space to those uses that are non-public
- Shift programming to accessible locations
- Via staff training, and in all public information (print, web, etc.) let the public know which facilities and spaces are accessible

One other characteristic in its plan depends on prior compliance. Elements in facilities built or altered before March 15, 2012 that comply with the 1991 ADA Standards for Accessible Design (1991 Standards) are not required to be modified to specifications in the 2010 Standards until the element is modified or replaced, or until the area or space is modified. For example, the 1991 Standards allow 54 inches maximum for a side reach range to a control such as the operating part of a paper towel dispenser. The 2010 Standards lower that side reach range to 48 inches maximum. If a paper towel dispenser was installed prior to March 15, 2012 with the highest operating part at 54 inches, the paper towel dispenser does not need to be lowered to 48 inches. Since the dispenser complies with the 1991 Standards, that Standard provides a "safe harbor." The consultant's data sheets reflect this flexibility.

Limitations of accuracy:

Digital level - +/- .2%

Force tester- +/- .5lb

Pricing

The pricing has been developed using RS Means industry standard unit costing and includes the following elements: Building Permit Fees, Payroll Taxes and Insurance, Sales Tax, Overhead and Profit, and Bond Premiums to arrive at numbers that are in the range of those that would be contracted to outside vendors.

Some items are listed as "maintenance" which indicates that they would be handled with the Department's own staffing. Other items can be subsumed within overall pricing of a general area.

These costs should be considered as budget numbers and should not be confused with detailed renovation cost estimates based on detailed scoping, specifications, and drawings. Many factors can alter the final costs to the Department

Notes

Because many accessible elements may require numerous interlocking and sequential alterations, each alteration – in sequence – must also be accessible.

Many changes at the individual level can alter the Department's compliance at a larger scale. E.g., lowering the number of restroom fixtures from six to five can eliminate the requirement for an ambulatory accessible compartment. Altering the total parking allocations can affect how many accessible spaces are required.

The information in this report should not be used for design/construction purposes. Its intent is to provide a guidepost for priorities and budgeting. Prior to developing any renovation or remodeling plans, detailed plans, measurements, and cost estimates should be made of each area under consideration.

Greenville Recreation and Parks, Parking Space Totals

	Total spaces that serve the target building ¹	Total Accessible Spaces that serve the target building and entrance. ²	Of those, Van Accessible spaces ²	Required accessible spaces to serve the target building	Of these, Required Van accessible spaces
Jaycee Park					
Rec lot	98	8	1	4	1
H. Boyd Lee Park	93	6	2	4	1
Sports Connection	33	1	1	2	1
Guy Smith Stadium					
main	133	4	2	5	1
bath house	41	1	1	2	1
Elm St. Center					
Elm street parking lot	93	2	1	4	1
Eppes					
Front lot	31	2	0	2	1
back lot	21	1	1	1	1
Greenville Aquatics and Fitness Center GAFC	92	5	2	4	1
Bradford Creek Golf Course BCGC	128	2	1	5	1
River Park North Science	110	4	1	5	1
South Greenville Recreation	No parking	NA	NA	NA	NA
Greenfield Terrace	29	4	2	2	1
River Birch Tennis	23	1	1	1	1
Greenville Teen Center	63	2	1	3	1
Town Common Stage	75	0	0	3	1
Bradford Creek Soccer	29	2	1	2	1

Notes

Additional accessible space serves picnic area.

Route of travel from parking to Center occurs on City sidewalk?

Accessible parking spaces are a cluster of 4 and an additional space nearest entrance. Total parking space numbers were determined by adding up the spaces that appeared to serve the entrance.

Number of total spaces is an estimate based on square footage

Number of total spaces is an estimate based on square footage

Number of total spaces is an estimate based on square footage

Footnotes

1 UDI Survey or

2 UDI Survey data

**Site Accessibility Cost
Summaries****Greenville Recreation and
Parks Department**

	Low Range	High Range
1. Jaycee Park Center		
Parking	\$7,458	\$9,063
ROT/Entrance	\$670	\$1,282
Interiors	\$9,715	\$11,323
Water fountains	\$4,992	\$12,752
Restrooms	\$23,697	\$41,075
Site Total	\$46,532	\$75,495
2. Greenville Aquatics and Fitness Center		
Parking/ROT	\$33,054	\$33,054
Entrance	\$0	\$0
Foyer/hallways/door ways	\$5,906	\$30,530
Restrooms	\$31,713	\$51,324
Interior spaces	\$3,293	\$17,645
Site Total	\$73,966	\$132,553
3. Eppes Recreation Center		
Parking	\$5,110	\$5,110
ROT/Entrances	\$12,120	\$14,484
Corridors/Foyers	4218	\$10,797
Water fountains	\$292	\$14,268
Restrooms	\$39,123	\$68,590
Rooms	\$5,994	\$10,274
Site Total	\$66,857	\$123,523
4. Teen Center		
Parking/Entrance	\$4,262	\$4,798
New water fountain/location	\$5,134	\$5,134
Restrooms	\$23,530	\$32,690
Interior Spaces	\$3,127	\$4,783
Site Total	\$36,053	\$47,405

Greenville Recreation and Parks

Cost Summaries

5. BET/Greenfield Terrace

Parking/Entrance	\$7,731	\$8,267
Room	\$3,557	\$5,190
Restrooms	\$5,688	\$7,401
Site Total	\$16,976	\$20,858

6. H. Boyd Lee Center

Parking	\$1,240	\$1,240
ROT/ Entrance	\$145	\$1,217
Water fountains	\$8,349	\$12,030
Interiors/hallways	\$3,877	\$7,085
Restrooms	\$21,787	\$25,585
Site Total	\$35,398	\$47,157

7. Bradford Creek Soccer

Parking	\$0	\$0
ROT	\$8,700	\$8,700
Restroom/fountain	\$2,907	\$4,412
Site Total	\$11,607	\$13,112

8. Bradford Creek Public Golf

Course		
Parking	\$5,330	\$5,330
ROT/ Entrance	\$9,250	\$9,786
Restrooms	\$6,290	\$35,055
Rooms	\$2,414	\$2,414
Site Total	\$23,284	\$52,585

9. Elm Street Center

Parking	\$9,797	\$9,797
ROT from parking	\$10,500	\$10,500
Entrance ROT	\$5,864	\$6,400
Main room	\$5,960	\$7,594
Restrooms	\$19,618	\$25,261
Site Total	\$51,739	\$59,552

Greenville Recreation and Parks

Cost Summaries

10. Guy Smith Center

Stadium parking	\$7,150	\$7,150
Stadium entrance	\$12,714	\$13,874
Stadium lobby/ticketing	\$2,545	\$3,975
Stadium restrooms	\$15,805	\$15,805
Stadium seating	\$116,845	\$254,045
sub total	\$155,059	\$294,849

Little League Field - concessions and ROT	\$15,521	\$35,656
Prep Field fountain, Restrooms, concessions	\$14,609	\$18,539

The Community Pool

Parking	\$2,540	\$2,540
ROT/Entrance	\$7,560	\$7,560
Restrooms	\$20,763	\$20,763
Sub Total	\$30,863	\$30,863

Site Total	\$216,052	\$379,907
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11. River Birch Tennis Center

Parking	\$362	\$362
ROT	\$0	\$2,900
Ramp	\$1,088	\$1,088
Entrance	\$0	\$0
Interior	\$3,991	\$5,621
Restroom	\$8,263	\$16,434
Site Total	\$13,704	\$26,405

12. River Park North Science and Nature Center

Parking	\$14,304	\$14,304
ROT/Entrance	\$15,000	\$15,536
Interiors	\$3,057	\$6,701
Water fountains	\$8,901	\$13,985
Restrooms	\$2,845	\$5,171
Site Total	\$44,107	\$55,697

Greenville Recreation and Parks

Cost Summaries

13. South Greenville Recreation Center

ROT/Entrance	\$3,996	\$4,532
Interiors	\$3,895	\$16,661
Restrooms	\$42,741	\$43,813
Site Total	\$50,632	\$65,006

14. Sports Connection

Parking/Entrance	\$1,914	\$2,451
Hallway/Rooms	\$5,225	\$66,747
Restrooms	\$4,926	\$14,688
Fountain	\$1,728	\$1,909
Site Total	\$13,793	\$85,795

15. Town Common Stage

Parking/ROT	\$43,500	\$60,124
Restrooms	\$671	\$1,256
Backstage	\$4,799	\$6,034
Site Total	\$48,970	\$67,414

Project total	\$749,670	\$1,252,464
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ADA Compliance Surveys

- Background
 - Title II Requirements
 - Broad beneficiaries
 - Create a Plan
 - Priority areas
 - Programmatic
 - Costs



Project Activities

- Survey 15 sites
 - 21 buildings
 - Public areas

- Parking/Routes of Travel
- Entrances
- Interiors – Doors, accessories, amenities
- Restrooms



Project Findings

- Parking/Route of Travel
- Doors
- Restrooms
- Waterfountains



CITY OF GREENVILLE, NC

RECREATION & PARKS COMMISSION





CITY OF GREENVILLE, NC

RECREATION & PARKS COMMISSION





CITY OF GREENVILLE, NC

RECREATION & PARKS COMMISSION





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RECREATION & PARKS COMMISSION



05.29.2012 18:38



CITY OF GREENVILLE, NC

RECREATION & PARKS COMMISSION





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CITY OF GREENVILLE, NC

RECREATION & PARKS COMMISSION





Project Findings

- Cost
 - Work phasing
 - Priorities areas
 - Renovation plan
- City and Department Priorities



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Request by Stephen and Stacey Stox to purchase City-owned property

Explanation: **Abstract:** A request by Stephen and Stacey Stox to purchase 4,650 square feet of City-owned property adjacent to 116 Wilshire Drive.

Explanation: Stephen and Stacey Stox have made a request to the City Council to acquire 4,650 square feet of City-owned property adjacent to their home at 116 Wilshire Drive. The parcel is identified as Pitt County Tax parcel #37695 and is property that is connected to the Teen Center Perkins Complex. Mr. and Mrs. Stox have indicated that they would like to purchase the property in order to square off their property.

If the City Council authorizes the sale, the fair market value of the property being requested for purchase must be established by City Council by means of an appraisal. This would be accomplished by completion of an appraisal report and would be the expense of Mr. and Mrs. Stox. Staff would provide a copy of the report to City Council with the recommendation for City Council to establish value. The property would then be advertised for sealed bids. Upon receipt of bids, the high bid would be reviewed by the City Council for consideration and authorization of sale.

In addition to the costs of appraisal, Mr. and Mrs. Stox would be responsible for expenses related to advertising, legal, and final plat revisions.

Fiscal Note: Approximately \$200 in advertising costs to be reimbursed to the City by the applicant.

Recommendation: City staff have reviewed this request and have no objection to the requested sale of property. If City Council agrees to authorize the sale of property, City Council should instruct staff to begin by determining the value of the property with the completion of an appraisal report.

City Council should also determine if a recommendation of the proposed sale from the Recreation and Parks Commission is desired.

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

Attachments / click to download

 [Stox request](#)

October 12, 2012

City Council Members:

In March of 2000, Stephen and Stacey Stox purchased a new home located at 116 Wilkshire Drive, Greenville, NC, 27858 in Eastwood Subdivision (Parcel #53567; see attached). The City of Greenville owns (Parcel #37695; see attached) located directly behind their home and whose legal description is Perkins VFW Field. At the time the Stox family purchased the home on Wilkshire Drive, the builder/developer had already cleared a portion of land that is part of Parcel #37695 and owned by the City of Greenville. However, since March of 2000, the Stox family has continued to maintain this property because it was cleared, had grass growing on it, and because the city did not come out to maintain it.

At this time, the Stox family requests for the City of Greenville to sell them a portion of the cleared land and slight woods buffer (approximately 4650 sq. feet) in an effort to simply "square off" their lot and provide privacy and noise buffer from the park behind their home (see attached proposed lot adjustment). Review has been made with parks and recreation and they are fine with this being done. Review has also been made with Scott Godefroy from the public works department in regards to the attached proposed lot adjustment. However, in the attached proposed lot adjustment, public works had initially requested to acquire 300 sq. ft. of the Stox parcel but since there is a mortgage lien attached to the entire parcel, this would be a difficult undertaking. After further discussion, Scott Godefroy agreed that it would be fine for the Stox family to keep the 300 sq. ft. tip as long as they granted an easement to the city over that section so access to the ditch for any future maintenance can be achieved.

In summary, the Stox family wishes to acquire 4650 sq ft. of land from the city and also keep the 300 sq. ft. tip already attached to their parcel but are willing to allow an easement to be added to that section so public works can access the ditch when and if needed.

Thank you for your time and consideration in this matter.

-Stephen & Stacey Stox
Stephen: 714-4132 or Stacey: 714-6898



SITE DATA	
NUMBER OF LOTS CREATED	21
TOTAL AREA IN TRACT	6.7618 AC
AREA IN COMMON AREA	0.0
AREA IN PARKS, RECREATION AREAS AND THE LIKE	0.0

1. CAROLINA ENGINEERING, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES SURVEYS.

CAROLINA ENGINEERING, P.A.
200 E. HUNTER BLVD.
GREENVILLE, NC 27638
(919)736-2000



1. CAROLINA ENGINEERING, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES SURVEYS.

CAROLINA ENGINEERING, P.A.
200 E. HUNTER BLVD.
GREENVILLE, NC 27638
(919)736-2000

MAP FOR RECORD
EASTWOOD SUBDIVISION
SECTION 9 PHASE 1

OWNER: BROOK VALLEY REALTY CO., INC.
200 E. HUNTER BLVD.
GREENVILLE, NC 27638
(919)736-2000

PREPARED BY: CAROLINA ENGINEERING, P.A.
200 E. HUNTER BLVD.
GREENVILLE, NC 27638
(919)736-2000

SOURCE OF TITLE

THIS IS A CERTIFICATE OF TITLE FOR THE LAST INSTRUMENT OF RECORD IN THE PUBLIC RECORDS OF THIS COUNTY RELEVANT TO GREENVILLE DEED BOOK 159 PAGE 345.

APPROVED: CAROLINA ENGINEERING, P.A.
DATE: 5/20/94

OWNERS STATEMENT

THIS IS A CERTIFICATE OF TITLE FOR THE SUBDIVISION OF THE PROPERTY AS RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY RELEVANT TO GREENVILLE DEED BOOK 159 PAGE 345.

APPROVED: BROOK VALLEY REALTY CO., INC.
DATE: 5/20/94

APPROVAL

THE FINAL PLAN WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH GREENVILLE CITY CODE THE 8 DAY OF JUNE, 1994.

SIGNED: [Signature]
OFF: PLANNING

DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAN AND ALLOWS TO BE A STREET TO PUBLIC USE AS STREETS, PARKS, PLAZAS, OPEN SPACES AND EASEMENTS INDICATED ON THIS PLAN OR AS INDICATED BY THE CITY OF GREENVILLE.


SIGNED: [Signature]

NOTARY PUBLIC


ANNIE G. KOLLER, Notary Public
Notary for the State of North Carolina


NOTARY PUBLIC
ANNIE G. KOLLER
GREENVILLE, NC


MAP BOOK 43 PAGE 168



Pitt County Government
Greenville, North Carolina
www.pittcountync.gov



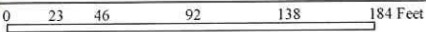





Parcel	53567
Physical Address	116 WILKSHIRE DR
Owner Name	STOX STEPHEN E
OwnerAddress1	STOX STACEY H
OwnerAddress2	116 WILKSHIRE DR.
OwnerAddress3	
City / State / Zip	GREENVILLE NC 27858
NC PIN	4697238437
Subdivision / Section / Phase	9 1
Prior Legal Description	EASTWOOD
Block / Lot	1
Tract	
Building Number / Unit	
Acres	0.26
Current Owner Deed/Document	001017 00414
Map Book	43-168
Deed / Document Date	03/2000
Deed / Document Sales Price	\$189,000
Building Type / Use	SFR CONST(SFR)
Number of Buildings	1
Year Built	1999
Heated Square Feet	2054
Building Value	\$189,165
Extra Features Value	\$1,510
Land Value	\$25,500
Total Current Market Value	\$216,175
Total 2011 Market Value	\$234,585
Revaluation Year	2012
Municipality	GREENVILLE
Township	WINTERVILLE
Fire Service District	INSIDE MUNICIPALITY
Census Tract	3.02
Neighborhood	004127
Elementary School	EASTERN ES
Middle School	C M EPPES MS
High School	J H ROSE HS

Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.


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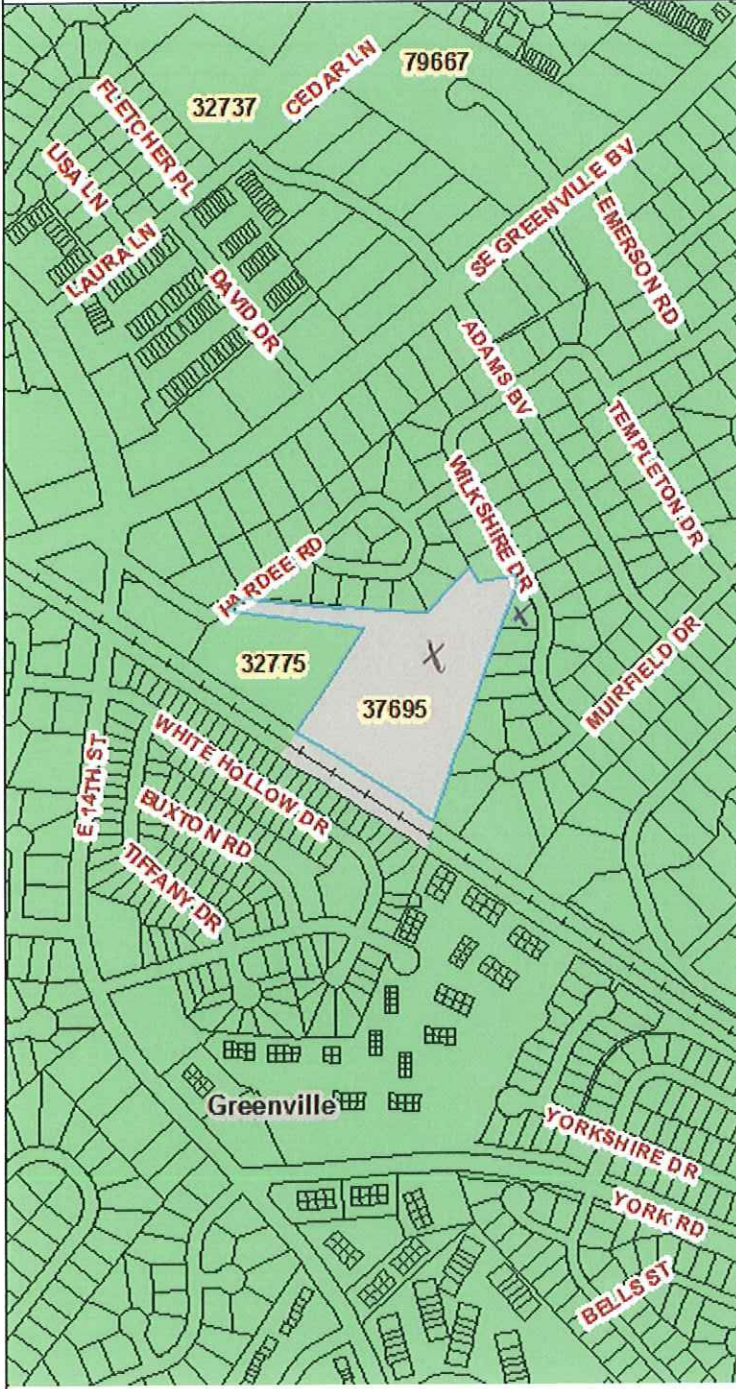
PLEASE NOTE:
Parcel ownership information updated nightly.
Map printed 10/11/2012.



Pitt County Government
Greenville, North Carolina
www.pittcountync.gov



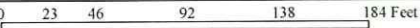




Parcel	37695
Physical Address	0 HARDEE RD
Owner Name	GREENVILLE CITY OF
OwnerAddress1	P O BOX 7207
OwnerAddress2	
OwnerAddress3	
City / State / Zip	GREENVILLE NC 27835
NC PIN	4697233137
Subdivision / Section / Phase	
Prior Legal Description	PERKINS VFW FIELD
Block / Lot	
Tract	
Building Number / Unit	
Acres	7.37
Current Owner Deed/Document	000205 00756
Map Book	-
Deed / Document Date	12/1988
Deed / Document Sales Price	\$0
Building Type / Use	OFF CONST(OTHERMUNICP)
Number of Buildings	1
Year Built	1990
Heated Square Feet	2190
Building Value	\$127,779
Extra Features Value	\$31,120
Land Value	\$257,950
Total Current Market Value	\$416,849
Total 2011 Market Value	\$446,302
Revaluation Year	2012
Municipality	
Township	GREENVILLE
Fire Service District	EASTERN PINES FIRE SERVICE DISTRICT
Census Tract	3.02
Neighborhood	004026
Elementary School	EASTERN ES
Middle School	C M EPPES MS
High School	J H ROSE HS

Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.

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PLEASE NOTE:

Parcel ownership information updated nightly.
Map printed 9/14/2012.



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Resolution supporting the Greenville/Pitt County Civic Arts Committee

Explanation: **Abstract:** Over the last two years, a group of volunteers working under the informal name of the Cultural Arts Planning Committee met on a monthly basis to plan, discuss, debate, and coalesce on a strategy to secure on-going and transparent public and cultural arts funding, programming, and public participation in the Greenville area. After nearly a year of work, the Cultural Arts Committee completed a report that defines a series of goals intended to advance the arts in the Greenville/Pitt County area.

Explanation: Over the last two years, a group of volunteers working under the informal name of the Cultural Arts Planning Committee met on a monthly basis to plan, discuss, debate, and coalesce on a strategy to secure on-going and transparent public and cultural arts funding, programming, and public participation in the Greenville area. The committee had a wide range of representation including then-Mayor Pat Dunn, ECU faculty members, City of Greenville staff members, Pitt County Schools staff members, representation from Pitt County government, and other arts enthusiasts. The committee worked with a consultant that had been hired by the Pitt County Arts Council with grant funding from the North Carolina Arts Council supplemented by funding from the City of Greenville. After nearly a year of work, the committee presented a report (summary attached) to the Redevelopment Commission, the Pitt County Arts Council, and the North Carolina Arts Council. The report included a series of strategies and actions intended to accomplish five primary goals which include:

- Increasing the visibility of the arts;
- Establishing functional and perceptual connections among arts organizations;
- Creating economies of scale to benefit arts organizations;
- Contributing to economic development & tourism; and,
- Developing resources and support for artists and arts organizations.

The recommended actions within the report range from large-scale initiatives such as the development of policies and programs for the acquisition and

commissioning of public art works, to more quickly achievable actions such as recognition by the City of Greenville and Pitt County governments of the Civic Arts Committee, the group that has been tasked by the Pitt County Arts Council with completing the actions identified in the report. The Civic Arts Committee is made up of some previous membership from the Cultural Arts Planning Committee, but also includes much broader representation from arts groups across Pitt County including representation from both the towns of Ayden and Farmville.

Fiscal Note:

The Redevelopment Commission provided initial funding to assist with development of the report, but no additional financial resources are being requested at this time.

Recommendation:

The City of Greenville's adopted Strategic Economic Plan recognizes the importance of the arts and culture to growing the City's economy. The work of the Pitt County Arts Council and the Civic Arts Committee is complimentary to the work of City Council in this area, and thus the City Council's support for this initiative through the resolution is appropriate.

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

Attachments / click to download

[Civic Arts Strategic Plan Summary](#)

[Civic Arts Resolution 937123](#)

RESOLUTION NO. -12
RESOLUTION SUPPORTING AND ENDORSING THE CIVIC ARTS COMMITTEE
AS A SUBCOMMITTEE OF THE PITT COUNTY ARTS COUNCIL

WHEREAS, the Pitt County Arts Council is committed to advancing and promoting the arts in Greenville and Pitt County; and

WHEREAS, the Pitt County Arts Council recently formed the Civic Arts Committee for the purpose of enhancing the quality of life in Greenville and Pitt County by advancing the artistic and cultural environment, promoting economic opportunities for artists and arts organizations, and encouraging public participation in the arts; and,

WHEREAS, the Greenville City Council is committed to insuring that residents have access to a wide range of cultural and arts related resources; and

WHEREAS, the City of Greenville has adopted a Strategic Economic Plan that recognizes the importance of investing in arts, entertainment, and cultural programming;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby support and endorse the mission of the Pitt County Arts Council Civic Arts Committee in its efforts to formalize procedures and develop programs related to the arts.

Adopted this 5th day of November, 2012.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick



MEMORANDUM

Robin Armstrong, President: Magnolia Arts Center
Nancy Ballard, Board Member: Pitt County Arts Council at Emerge
Jane Austen Behan, Arts Coordinator: Pitt County Schools
Michael Drought, Director: ECU School of Art and Design
Pat Dunn, Mayor of Greenville
Charlotte Fitz, Executive Director: Greenville Museum of Art
Holly Garriott, Executive Director: Pitt County Arts Council at Emerge
Thom Moton, Assistant City Manager
Carl Rees, Senior Urban Planner: City of Greenville
Debbie Vargas, Director: Greenville-Pitt County Convention-Visitors Bureau
Wanda Yuhas, Director: Pitt County Economic Development Commission

Date 22 February 2012

Re **A Shared Vision for the Arts in Greenville and Pitt County**

From November 2010 through March 2011, members of the Cultural Arts Planning Committee met monthly to plan, discuss, debate, and coalesce on a strategy to secure ongoing and transparent public and cultural arts funding, programming, and public participation for relevant projects.

The Committee convened to discuss strategies for:

- Cultural and Civic Art Initiatives that Recognize their Contribution of Economic Vitality
- Collaboration among Programs and Projects
- Increasing Professional Education and Resources for Artists
- Enhancing the Development of Area Arts Organizations
- Serving the Community via the Arts Council

The Committee accepted the responsibility to examine City, County, and University needs and to consider approaches to reduce duplicative expenses among organizations as an opportunity to address the needs of area arts organizations and articulate a broader and more effective direction for the Arts Council. To this end, the Committee decided that one product of this planning work would be to produce a list of five goals that would be defined with actionable objectives.

Specifically, the Committee agreed that the Civic Art Program should seek to:

- Give visual expression to local values and cultural diversity through permanent works of art as a means to further the community's sense of spirit and pride and thereby enrich individual experience of public spaces;
- Engage residents in civic art processes in meaningful and responsive ways;

- Nurture and enhance the community's image as a cultural and artistic hub through the promotion of diverse civic artworks that may contribute to cultural tourism and economic vibrancy and vitality;
- Integrate public art concepts, artwork, and artists into community and neighborhood planning processes, which affirm early collaboration on projects among artists, architects, landscape architects, engineers, and other design professionals;
- Advance public understanding of art and its civic role and stimulate public dialogue about issues raised by public art;
- Ensure that artworks are accessible to all individuals including those with special needs and economically disadvantaged.

Please see the following: **Summary of Meetings and Goals for a Civic Art Program** and **Timeline of Tasks for the Civic Arts Committee**. We consider these two documents approved working drafts, which we hope will be adopted by the Greenville City Council, the Pitt County Commissioners, and East Carolina University, and that these organizations will rely on the expertise and public efforts of the Civic Art Commission to enable and expand civic art projects and works of art through the community.

SUMMARY OF MEETINGS AND GOALS TO CREATE A CIVIC ART PROGRAM

The Committee accepted the responsibility to examine both City and County needs and to consider approaches to reduce duplicative expenses among organizations as an opportunity to address the needs of area arts organizations and articulate a broader and more effective direction for the Arts Council. To this end, the Committee decided that one product of this planning work would be to produce a list of five goals that would be defined with actionable objectives.

Goals and Approaches were developed for a three-year timeframe 2011-2014:

GOAL I

Increase the Visibility of the Arts

- Produce Calendar of Arts Listings (electronic and newspaper insert)
- Proclamation / Resolution by Mayor and Council
- Create a Go-To Office for Art Information
- Commission and Acquire Permanent and Temporary Artworks throughout the County

GOAL II

Establish Functional and Perceptual Connections Among Arts Organizations

- Administer Shared Spaces for Arts Organizations
- Develop New Audiences through Joint Programs and Projects
- Research Grants for Arts Organizations and Artists
- Align Arts Programming with ECU, Healthcare, Schools
- Embed the Arts in all Relevant Municipal-Civic Discussions

GOAL III

Create Economies of Scale to Benefit Arts Organizations

- Arts Council as Fiscal Agent for Grants
- Identify and Eliminate Duplicative Organizational Expenses
- Develop Venue for Performing Art
- Central Website for Arts Information and Ticketing
- Write Guidelines for Maintenance and Conservation of Civic Art

GOAL IV

Contribute to Economic Development and Tourism

- Arts Incubators
- Artist Residencies
- Opportunities for ECU Students to Work with Professional Artists
- Emphasize and Promote the Innovative Quality of the Arts
- Use the Arts to Develop Downtown and Allied Businesses and Workforce Retention
- Collaborate with the Redevelopment Commission to Site Works of Art
- Develop Sustainable Models for Civic Art Funding

GOAL V

Develop Resources and Support for Artists and Arts Organizations

- Direct Municipal Funding Support through the Arts Council for Re-Granting
- Arts Council to Re-Grant State and National Funding Awards
- Business Workshop-Seminars for Artists
- Strategic Planning Classes-Lectures for Arts Organizations
- Create a Database of Artists and Teachers
- Organize an Artists Guild
- Approve Procedures for Art in Public Spaces

The Cultural Arts Planning Committee further refined and consolidated its Goals for Implementation into four critical areas and established a schedule for their realization.

IMPLEMENTATION SCHEDULE

Increase the Visibility of the Arts

Year One

- Deliver Arts Resolution by Mayor
- Approve and Adopt Policies and Procedures for Art in Public Spaces
- Create a Central Website for Arts Information and Ticketing

Year Two

- Offer Cultural Arts Packages for Residents and Visitors

Year Three

- Formalize the Arts in all Relevant Municipal-Civic Discussions
 - (a) Develop Sustainable Models for Civic Art Funding
 - (b) Draft Legislative Ordinance for Civic Art
 - (c) Collaborate with the Redevelopment Commission to Site Works of Art
 - (d) Write Guidelines for Maintenance and Conservation of Civic Art
- Establish a Central Arts Administrative Organization
- Central Arts Administrative Organization Manages "Shared Spaces" Used by Arts Organizations
- Central Arts Administrative Organization Serves as Fiscal Agent
- Develop New Audiences through Joint Programs and Projects
- Align Arts Programming with ECU, Healthcare, Schools
- Commission and Acquire Permanent and Temporary Artworks for Pitt County

Establish Functional and Perceptual Connections Among Arts Organizations

Year One

- Produce Calendar of Arts Listings (electronic and newspaper insert)

Year Two

- Site Program Directory/Informational Kiosks throughout Pitt County

- Establish a "Go-To" Resource (office, person) for Arts Information

Year Three

- Commission and Acquire Permanent and Temporary Artworks for Pitt County

Develop Resources and Support for Artists and Arts Organizations

Year One

- Offer Business Workshop-Seminars for Artists
- Offer Strategic Planning Classes-Lectures for Arts Organizations
- Create a Database of Artists and Teachers

Year Three

- Create Artist Residencies
- Organize an Artist Guild
- Central Arts Administrative Organization Re-Grants State and National Funding Awards

Create Economies of Scale to Benefit Arts Organizations

Year One

- Research How Central Arts Administrative Organization Could Serve as Fiscal Agent

Year Two

- Organize Central Arts Administrative Organization to Serve as Fiscal Agent
- Develop and Manage Theater Uptown
- Establish Organizational Infrastructure for Arts Incubators

Year Three

- Central Arts Administrative Organization Serves as Fiscal Agent
- Identify and Eliminate Duplicative Organizational Expenses
 - (a) Volunteers
 - (b) Marketing
 - (c) Accounting
 - (d) Grant Research and Writing
 - (e) Residencies
- Implement Program of Arts Incubator
 - (a) Opportunities for ECU Students to Work with Professional Artists

During March 2011 and April 2011, the Cultural Arts Planning Committee integrated its Goals with specific suggestions that would maximize both public and private participation from across the City and throughout the County. To commence this undertaking, inclusive of creating a new formal Civic Art Program, a Joint Resolution of Support would be agreed to by the City of Greenville, the Pitt County Commission, ECU, the Arts Council, and also introduced to the County's Towns and Village.

In appreciation that development of a comprehensive Civic Art Program will require approximately 18-24 months to realize, it is recommended that the Civic Art Committee approach the City of Greenville, Pitt County, and ECU to make a two year commitment to contribute between \$5,000 -

\$10,000 each to a Civic Art Fund. Specifically, the City would commit \$10,000 per year for each of two years, the County would commit \$10,000 per year for each of two years, and ECU would commit \$5,000 per year for each of two years to create and administer the Program. These funds – regardless of source - shall be used for countywide arts marketing and eventually for artist fees and costs related to the production and maintenance of artwork, program administration, and arts programming. Funds shall not be used for professional graphics, mass produced work, or work not produced by an approved artist.

All monies appropriated for the Civic Art Program, whether for projects or for the Program, shall be transferred into a special, interest-bearing account. Any funds not expended at the conclusion of the fiscal year roll over indefinitely into the following fiscal year. The Arts Council shall establish appropriate accounting procedures for the Civic Art Program and shall periodically report to the Civic Art Commission, the City of Greenville, Pitt County, and ECU regarding the amounts appropriated, encumbered, and expended under the Program.



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Agreement to accept the conveyance of the Imperial Tobacco property to the City of Greenville and authorization to apply for an EPA grant

Explanation: **Abstract:** In April of 2008, several buildings and structures associated with the former Imperial Tobacco Company property located along Atlantic Avenue were severely damaged during a catastrophic fire. Since that time, various City agencies including the Fire-Rescue Department, Police Department, and Building Inspections Division have attempted to gain compliance from the property owner on a long list of code violations. To date, the owner has claimed financial hardship as the reason that he has been unable to abate the violations on his property. In an effort to find a solution that would advance the City's desired goals of abatement as well as ultimate redevelopment of the site, City staff developed a plan that would leverage funds from an Environmental Protection Agency (EPA) clean-up grant to clean up environmental contamination on the site and in the process, abate the majority of the code violations present on the site. Transfer of the property from the current owner to the City of Greenville is a prerequisite to application for the EPA grant funds.

Explanation: In April of 2008, several buildings and structures associated with the former Imperial Tobacco Company property located along Atlantic Avenue were severely damaged during a catastrophic fire. Due to severe structural damage, the largest building, along with a water tower on the property, were subsequently demolished by Earl Wilson, owner of the property.

Since that time, various City agencies including the Fire-Rescue Department, Police Department, and Building Inspections Division have attempted to gain compliance from Mr. Wilson on a long list of code violations. In part, the list of violations includes nuisance items such as overgrown weeds and accumulation of debris, violations of the City's Non-residential Structure Code, occupation of the property by vagrants, and violations of the North Carolina Fire Code as a result of two large fuel oil tanks on the site. To date, Mr. Wilson has claimed financial hardship as the reason that he has been unable to abate the violations on his property. City staff has considered taking action to abate the violations on the property, but estimates indicate that the cost for such action may reach several

hundred thousand dollars. Since a half dozen liens and judgments are also attached to the property, it appeared unlikely that the City could recover any of the funds expended on abatement through the tax lien and foreclosure process that is often used in such cases.

In an effort to find a solution that would advance the City's desired goals of abatement as well as ultimate redevelopment of the site, staff developed a plan that would leverage funds from an Environmental Protection Agency (EPA) clean-up grant to clean up environmental contamination on the site and in the process, abate the majority of the code violations present on the site. A February 2012 letter from Carl Rees to Earl Wilson marked as Imperial Attachment #1 describes the process that the City created to accomplish the goal of clean-up and abatement. The key element to the plan is that in order to apply for the EPA clean-up grant, the property must be owned by the City of Greenville. Soon after receiving the letter, Mr. Wilson agreed to the process and began preliminary abatement activities at the Atlantic Avenue property as well as efforts to clear the liens and judgments that were attached to the property.

In mid-October, City staff learned from its contract attorneys that all liens and judgments had in fact been cleared and that the City could receive title insurance over the property. Staff then developed the attached agreement (Imperial Attachment #2), the terms of which are based on the terms described in the February 2012 letter from Carl Rees to Earl Wilson. The terms of the agreement allow the four parcels identified as Exhibit A in the agreement (Imperial Attachment #2) to be deeded to the City by Mr. Wilson so that the City can pursue the EPA clean-up grant. If the City receives the grant, the City will clean up the property and then may elect to return the property to Mr. Wilson or make a payment to Mr. Wilson and keep the property. That payment would be based on appraised value for the property which has been established at \$1,000,033. If the City has cleaned up the property but elects to return the property to Mr. Wilson, the City will keep a small triangular tract identified as Exhibit B in the agreement (Imperial Attachment #2) as compensation for the 20% federal cost share that is required by the EPA grant. If the City is unable to secure an EPA clean-up grant by December 31, 2015, the property would be deeded back to Mr. Wilson, or alternatively, the City reserves the right to pay Mr. Wilson the predetermined price for the property and keep the four parcels.

The EPA clean-up grant application is due to the EPA on or before November 19, 2012. The clean-up grant will include funding for removal of the large concrete slabs on the property and disposal of the debris, removal of two large fuel oil tanks that are located under the slab, removal of two above-ground petroleum tanks and removal of contaminated soil at various locations around the property. With authorization from City Council, City staff intends to work with Mr. Wilson to receive the property no later than November 15, 2012.

Fiscal Note:

The environmental clean-up of the property is expected to cost approximately \$451,605. Since the contamination on the property is located on at least two separate parcels, the City is eligible to apply for two separate clean-up grants of \$200,000 each. With the 20% local cost share, the total grant budget will be

\$480,000 and will include line items for personnel, contractual services, and a limited supply budget. Some of the 20% local cost share will be covered through in-kind services with the remainder of the \$80,000 coming from project funds that have been set aside previously for revitalization in the Bonners Lane/Imperial Tobacco property area.


Recommendation:

The four parcels depicted as Exhibit A of Imperial Attachment #2 are located within the West Greenville Redevelopment Area and are also located immediately to the west of Greenville's Uptown Commercial District. Clean-up and reuse of this property is imperative if the West Greenville neighborhoods are to continue to improve and for the continued revitalization of Uptown Greenville. Approval of the agreement accepting the conveyance of Tax Parcels 34561, 11698, 16548, and 22175 from Earl Wilson as well as authorization for application to the EPA for a clean-up grant are in keeping with the goals of the adopted West Greenville Redevelopment Plan. As such, staff recommends moving forward with this project.

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

Attachments / click to download

 [Imperial Attach 1](#)

 [Imperial Attach 2](#)



City of Greenville North Carolina

P.O. Box 7207 - Greenville, NC 27835-7207

February 26, 2012

Mr. Earl Wilson
Mr. Mike Wilson
P.O. Box 7325
Greenville, NC 27834

Subject: Status of Former Imperial Tobacco Property

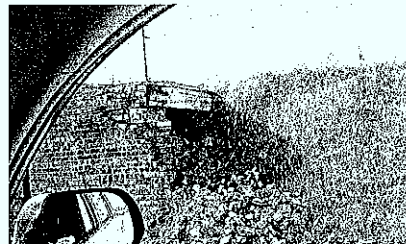
Dear Messrs. Wilson:

It was a pleasure to meet both of you several weeks ago to discuss options for clean-up and eventual reuse of the former Imperial Tobacco property located at 710 and 715 Atlantic Avenue in Greenville, North Carolina. Based on our conversations at the February 8th meeting, I believe that we can work together on the program described below to achieve our shared goal of bringing your property into compliance with City, State and Federal codes. Achievement of this goal will also put you well on the way to bringing your property back into a productive use that will be a win-win for both you and the citizens of Greenville.

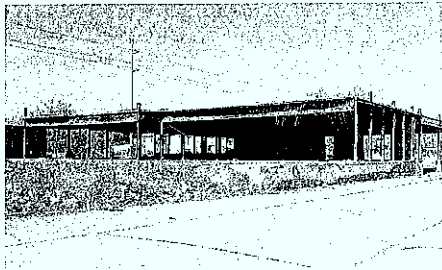
I believe that we can organize the tasks required to achieve our goal into three primary categories which include short, mid and long term tasks.

Short Term Tasks (30-60 Days)

1. Property owner to complete and file "No Trespass" agreements with the Greenville Police Department and post the former Imperial Tobacco property at all potential access points with "No Trespass" signs. For further information on the process for filing a "No Trespass" agreement, please call the Greenville Police Department at (252) 329-4300. This task must be completed within thirty (30) days in order to continue with the remainder of the program.
2. Property owner to secure/re-secure all structures and remaining foundations/basements to include old office building, fire house building and primary industrial buildings such that they are inaccessible for human habitation or access by unauthorized persons. There are many points of access to the basement area located under the slab such as the one pictured at right. All of these should be closed



off by whatever means necessary such that they are inaccessible to humans. This task must be completed within sixty (60) days in order to continue with the remainder of the program. Failure on your part to complete this task within the time frame provided will result in additional actions as necessary by the City of Greenville in order to bring the property into compliance. We recommend consultation with Chief Building Inspector Les Everett during the process of securing the property to ensure that all of the work is completed in a manner that meets City Code. Mr. Everett can be reached by telephone at (252) 329-4513.

3. Property owner to secure access to underground fuel oil tanks in the area of the remaining industrial structure pictured at right. There appear to be four total access points to the tanks and in each case, the caps/covers have been removed. These access points should be capped in a temporary manner in such a way that the tanks are inaccessible to unauthorized persons. It may be necessary to access the tanks in the future for environmental testing so securing them in a manner such that they are accessible only to the property ownership or other authorized persons is the most desirable option. This task must be completed within sixty (60) days in order to continue with the remainder of the program. Failure on your part to complete this task within the time frame provided will result in additional actions as necessary by the City of Greenville in order to bring the property into compliance. We recommend consultation with Chief Building Inspector Les Everett during the process of securing the property to ensure that all of the work is completed in a manner that meets City Code.
- 
4. City of Greenville staff will order an Analysis of Brownfield Clean-Up Alternatives (ABCA) which when completed will provide a variety of clean-up options and costs based on the desired level of re-use for the property. This report will be made available free of charge to the property owner once it is completed. It is expected that the report will be available in approximately sixty (60) days.
 5. City of Greenville staff will investigate the legal requirements for a land transfer of the former Imperial Tobacco property from the current owner to the City of Greenville for the purpose of pursuing a clean-up grant from the Environmental Protection Agency. City staff will provide examples of similar transactions to the property owner and will draft documents for use in such a transaction for review by the property owner. It is expected that such draft documents could be made available to the property owner for review within sixty (60) days.

Mid Term Tasks (Three to Nine Months)

1. The City of Greenville will consult with the property owner to determine the best alternatives for clean-up of the former Imperial Tobacco property based on completion of the ABCA as well as the most likely reuse scenarios.
2. The City of Greenville will initiate the process with the State of North Carolina to transfer the pending Brownfield Agreement for the former Imperial Tobacco property from the existing applicant (LLC associated with Mr. Tom Taft) to the City of Greenville. Once completed the Brownfield Agreement will run with the property and would transfer from owner to owner as the property changed hands limiting environmental liability for the property in accordance with the agreement.
3. City of Greenville will provide the property owner with all required agreements and ancillary documents required to temporarily transfer ownership of the property to the City of Greenville for the limited purpose of pursuing a cleanup grant from the Environmental Protection Agency. The property owner should note that current EPA grant requirements include a 20% local cost share which must be part of the agreement between the City of Greenville and the current property owner.
4. Following transfer of the property from the current owner to the City of Greenville, the City will make application to the Environmental protection agency for clean-up funds. The program of activities within the grant and associated budget will be based on the level of clean-up and proposed reuse opportunities agreed to by the current property owners and the City of Greenville and specified within the Brownfield Agreement. Although a due date has not been specified by the Environmental Protection Agency for the next round of clean-up grants, it is expected that the due date will be around November of 2012.

Long Term Tasks (One to Three Years)

1. If the City of Greenville's application for clean-up funds from the Environmental Protection Agency (EPA) is approved, the City of Greenville will initiate the process to clean-up the property. Although the award date for the next round of EPA funds is not known at this time, it is expected that award could be made as early as June of 2013. The City of Greenville would then have three years to complete the clean-up and close the grant. Although there are some significant environmental issues on the former Imperial Tobacco site, City staff anticipates that all clean-up activities could be

completed in as little as eighteen (18) months from the date of award. Should the grant application not be funded, the City of Greenville will consult with the property owner in order to determine if a subsequent application should be made or if the property should be transferred back to the owner. Should the property be transferred back to the owner without clean-up activities being completed, the owner would remain responsible for clean-up of the property such that it complies with all local, state and federal codes.

2. Following completion of all clean-up activities on the former Imperial Tobacco site as well as close-out of the grant with the Environmental Protection Agency, the City of Greenville would transfer title of the property back to the current owner. The City would also work with the property owner to market the property to developers interested in redeveloping the property in accordance with the City's adopted Center City – West Greenville revitalization plan.

We believe that the general schedule and tasks outlined within this letter will lead to the outcome we both desire which is productive reuse of the property while maintaining the property in a safe condition until such a re-use is achieved. We look forward to working with you throughout this process in a cooperative manner. Toward that end, please do not hesitate to contact me, or the various City agencies referenced within the letter with any questions that you might have. You may reach me by telephone at (252) 329-4502 or by email at crees@greenvillenc.gov

Warm regards:



Carl J. Rees
Urban Development Planner

CC: Thomas Moton, Interim City Manager
Merrill Flood, Community Development Director
Les Everett, Chief Building Inspector
Chief Bill Ale, Greenville Fire Department
Lt. Richard Allsbrook, Code Enforcement Supervisor

NORTH CAROLINA
PITT COUNTY

AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of November, 2012, 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 Earl C. Wilson, unmarried, Party of the Second Part and hereinafter referred to as WILSON;

WITNESSETH

For and in consideration of the mutual covenants and agreements contained herein, the CITY and WILSON agree as follows:

1. CONVEYANCE BY WILSON.

WILSON shall convey to the CITY four (4) parcels of land located in the City of Greenville, north of Dickinson Avenue, east of a railroad right-of-way, south of Bonner Lane, and west of Clark Street, said parcels being as shown on Exhibit A, which said exhibit is attached hereto and herein incorporated by reference, and said parcels being Pitt County Tax Parcel Numbers 34561, 11698, 16548, and 22175 and said parcels being hereinafter sometimes referred to as the Former Imperial Tobacco Facility.

2. PURCHASE PRICE.

The purchase price of the Former Imperial Tobacco Facility being conveyed by WILSON to the CITY shall be One and no/100ths DOLLAR (\$1.00).

3. CLOSING.

Closing is defined as the date and time of the recordation of the deeds for the conveyance of the Former Imperial Tobacco Facility by WILSON to the CITY. Closing of the purchase of the Former Imperial Tobacco Facility, in accordance with the provisions of sections 1 and 2, shall take place on or before 4 p.m. on November 15, 2012, or at such time prior thereto as WILSON and the CITY shall agree mutually in writing, at the law office of The Graham Nuckolls Conner Law Firm, P.L.L.C, Greenville, North Carolina at which time the purchase price shall be paid as herein provided and possession of the Former Imperial Tobacco Facility shall be delivered to the CITY.

4. CONDITIONS RELATING TO CLOSING FOR CONVEYANCE BY WILSON.

For the conveyance of the Former Imperial Tobacco Facility by WILSON to the CITY, in accordance with the provisions of sections 1, 2, and 3, the following shall apply:

- (a) The following items shall be prorated and either adjusted between WILSON and the CITY or paid at closing:
- i. Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing;
 - ii. Ad valorem taxes on personal property for the entire year shall be paid by WILSON unless the personal property is conveyed to the CITY, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing;
 - iii. All late listing penalties, if any, shall be paid by WILSON;
 - iv. Rents, if any, for the parcels shall be prorated through the date of closing; and
 - v. Utilities, if any, for the parcels shall be prorated through the date of closing.
- (b) The CITY shall be responsible for the cost of its own title examination and title insurance premiums, any escrow fees or charges, the cost of its survey, and any recording charges on the deed and WILSON shall be responsible for the cost of the preparation of the deed and all other documents necessary to perform WILSON's obligations pursuant to this Agreement and any and all excise tax (revenue stamps) required by law on the transaction. Each party shall be responsible for the cost of its own attorneys.
- (c) WILSON shall make, execute and deliver to the CITY at closing a good and sufficient deed for the Former Imperial Tobacco Facility in fee simple with general warranty conveying good and marketable title to the Former Imperial Tobacco Facility, free of all liens encumbrances of any kind except ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value or use and occupancy of the Former Imperial Tobacco Facility; and such other encumbrances as may be specifically approved by the CITY.
- (d) WILSON shall furnish to the title company at closing a standard form affidavit and indemnification agreement showing that all labor and/or materials, if any, furnished to the Former Imperial Tobacco Facility within one hundred twenty (120) days prior to the date of closing have been paid and by which WILSON agrees to indemnify a title insurance company pursuant to a standard form ALTA title affidavit against all loss, cost, claim and expense arising therefrom, including reasonable attorney's fees.

- (e) All deeds of trust, liens and other charges against the Former Imperial Tobacco Facility must be paid and satisfied by WILSON prior to or at closing such that cancellation may be promptly obtained following closing. WILSON shall remain obligated to obtain any such cancellations following closing.
- (f) The CITY shall be solely responsible for any broker's or finder's fees or commissions for any broker or realtor which it has utilized with the transaction relating to the conveyance of the Former Imperial Tobacco Facility. WILSON shall be solely responsible for any broker's or finder's fees or commissions for any broker or realtor which it has utilized with the transaction relating to the conveyance of the Former Imperial Tobacco Facility. Each party agrees to defend, indemnify and hold harmless the other from and against any claim for broker's or finder's fees or commissions made by any party claiming to have dealt with them.
- (g) WILSON and the CITY acknowledge and agree that, except as otherwise specifically set forth in this Agreement, for the conveyance of the Former Imperial Tobacco Facility by WILSON to the CITY, WILSON has made no representations, warranties or statements to the CITY as to any matter relating to or concerning the Former Imperial Tobacco Facility, the use thereof or the suitability of the CITY's intended use thereof.

5. BROWNFIELD CLEANUP GRANT

The CITY shall apply for a United States Environmental Protection Agency (EPA) brownfield cleanup grant for the Former Imperial Tobacco Facility after WILSON conveys the property to the CITY. In the event the CITY does not receive and accept an EPA brownfield cleanup grant after its first application, it shall apply at least two (2) more times at the next available grant cycles. Notwithstanding the foregoing, the CITY shall have no obligation to apply for an EPA brownfield cleanup grant for the Former Imperial Tobacco Facility after, whichever occurs earlier, either (i) the CITY is awarded and accepts an EPA brownfield cleanup grant, (ii) the CITY has submitted three (3) applications for an EPA brownfield cleanup grant, (iii) there is not an award to any applicant of an EPA brownfield cleanup grant for a period of at least one (1) year, or (iv) December 31, 2015. Notwithstanding any other provision of this Agreement, the CITY, in its sole discretion, may or may not accept any EPA brownfield cleanup grant which it has been awarded.

6. CITY OPTIONS IF NO GRANT AWARDED AND ACCEPTED

If the CITY does not receive an award and accept an EPA brownfield cleanup grant by December 31, 2015, for the Former Imperial Tobacco Facility, the CITY shall have the option to either retain ownership of the Former Imperial Tobacco Facility or to convey the Former Imperial Tobacco Facility to WILSON. The CITY shall notify WILSON in writing of which option it elects no later than February 15, 2016. If the City elects to retain ownership of the Former Imperial Tobacco Facility and the CITY did not receive an award and accept an EPA brownfield cleanup grant, it shall pay WILSON the sum of One Million Thirty Three Thousand and no/100ths Dollars (\$1,033,000.00), no later than March 15, 2016. If the CITY elects to convey the Former Imperial Tobacco Facility to WILSON and the CITY did not receive an award and accept an EPA brownfield cleanup grant, this conveyance shall occur no later than March 15, 2016, with a payment of the sum of One and no/100ths DOLLAR (\$1.00) to be made by WILSON to the CITY for the conveyance. This conveyance shall occur without the necessity of concurrence at that time by WILSON.

7. CLEANUP

In the event the CITY does receive an award and accept an EPA brownfield cleanup grant by December 31, 2015, the CITY shall cleanup the Former Imperial Tobacco Facility to the extent funded by the EPA brownfield cleanup grant

8. WILSON OPTION IF GRANT AWARDED AND ACCEPTED

In the event the CITY does receive an award and accept an EPA brownfield cleanup grant by December 31, 2015, the CITY shall notify WILSON in writing of the award and acceptance of the grant and the amount of the twenty percent (20%) local cost share which is required for the EPA brownfield cleanup grant no later than thirty (30) days after the grant is accepted by the CITY. WILSON shall have the option to pay to the CITY the twenty percent (20%) local cost share. If WILSON elects to pay the twenty percent (20%) local cost share, WILSON shall pay to the CITY the amount of the twenty percent (20%) local cost share no later than thirty (30) days after notice is given by the CITY to WILSON in writing of the award and acceptance of the grant and the amount of the twenty percent (20%) local cost share. If payment is not made by WILSON to the CITY by said date, the CITY shall receive the value of the twenty percent (20%) local cost share in accordance with the provisions of section 9(b).

9. CITY OPTIONS IF GRANT AWARDED AND ACCEPTED

(a) If the CITY does receive an award and accept an EPA brownfield cleanup grant by December 31, 2015, and WILSON has made the payment to the CITY of the twenty percent (20%) local cost share in accordance with the provisions of section 8, the CITY shall have the option, after the close out of the EPA brownfield cleanup grant, to either retain ownership of the Former Imperial Tobacco Facility or to convey the Former Imperial Tobacco Facility to WILSON. The CITY shall notify WILSON in writing of the close out of the EPA brownfield clean up grant no later than thirty (30) days after said close out. The CITY shall notify WILSON in writing of which option it elects no later than thirty (30) days after notice of close out is given to WILSON. If the CITY elects to retain ownership of the Former Imperial Tobacco Facility and WILSON has made the payment to the CITY of the twenty percent (20%) local cost share in accordance with the provision of section 8, the CITY shall pay WILSON the sum of One Million Thirty Three Thousand and no/100ths Dollars (\$1,033,000.00). If the CITY elects to convey the Former Imperial Tobacco Facility to WILSON and WILSON has made the payment to the CITY of the twenty percent (20%) local cost share in accordance with the provision of section 8, this conveyance shall occur no later than thirty (30) days after notice is given to WILSON of the option elected with a payment of the sum of One and no/100ths DOLLAR (\$1.00) to be made by WILSON to the CITY for the conveyance. A conveyance pursuant to this section shall occur without the necessity of concurrence at that time by WILSON.

(b) If the CITY does receive an award and accept an EPA brownfield cleanup grant by December 31, 2015, and WILSON has not made the payment to the CITY of the twenty percent (20%) local cost share in accordance with the provisions of section 8, the CITY shall have the option, after the close out of the EPA brownfield cleanup grant, to either retain ownership of the Former Imperial Tobacco Facility or to convey the Former Imperial Tobacco Facility to WILSON less a portion of the Former Imperial Tobacco Facility which portion is located in the area depicted in Exhibit B which said exhibit is attached hereto and herein incorporated by reference and said portion being hereinafter sometimes referred to as the Retained Portion. The exact square footage of the Retained Portion shall be determined by dividing the dollar amount of the twenty percent (20%) local cost share which is required for the EPA brownfield cleanup grant, by 5.50, said 5.50 representing the appraised per

square foot dollar amount of the value of land in the area depicted in Exhibit B. It is understood and agreed that the configuration of the Retained Portion shall be determined by the CITY but that it shall be generally in conformance with the configuration of the area depicted in Exhibit B. The CITY shall notify WILSON in writing of the close out of the EPA brownfield cleanup grant no later than thirty (30) days after said close out. The CITY shall notify WILSON in writing of which option it elects no later than thirty (30) days after notice of close out is given to WILSON. If the CITY elects to retain ownership of the Former Imperial Tobacco Facility and WILSON has not paid the twenty percent (20%) local cost share in accordance with the provisions of section 8, the CITY shall pay WILSON the amount determined by subtracting the amount of the twenty percent (20%) local cost share which is required for the EPA brownfield cleanup grant from One Million Thirty Three Thousand and no/100ths Dollars (\$1,033,000.00), no later than thirty (30) days after notice is given to WILSON of the option elected. If the CITY elects to convey the Former Imperial Tobacco Facility to WILSON less the Retained Portion and WILSON has not paid the twenty percent (20%) local cost share in accordance with the provisions of section 8, this conveyance shall occur no later than thirty (30) days after notice is given to WILSON of the option elected with a payment of the sum of One and no/100ths DOLLAR (\$1.00) to be made by WILSON to the CITY for the conveyance. A conveyance pursuant to this section shall occur without the necessity of concurrence at that time by WILSON.

10. CONVEYANCE BY CITY

For the property to be conveyed by the CITY to WILSON in accordance with the provisions of sections 6 or 9, the following shall apply:

- (a) The following items shall be prorated and either adjusted between WILSON and the CITY or paid at closing:
- i. Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing;
 - ii. Ad valorem taxes on personal property for the entire year shall be paid by CITY unless the personal property is conveyed to the WILSON, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing;
 - iii. All late listing penalties, if any, shall be paid by CITY;
 - iv. Rents, if any, for the parcels shall be prorated through the date of closing; and

- v. Utilities, if any, for the parcels shall be prorated through the date of closing.
- (b) WILSON shall be responsible for the cost of his own title examination and title insurance premiums, any escrow fees or charges, the cost of his survey, and any recording charges on the deed and that the CITY shall be responsible for the cost of the preparation of the deed and all other documents necessary to perform the CITY's obligations pursuant to this Agreement and any and all excise tax (revenue stamps) required by law on the transaction. Each party shall be responsible for the cost of its own attorneys.
- (c) The CITY shall make, execute and deliver to WILSON at closing a good and sufficient deed for the Former Imperial Tobacco Facility in fee simple with general warranty conveying good and marketable title to the Former Imperial Tobacco Facility, free of all liens encumbrances of any kind except ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value or use and occupancy of the Former Imperial Tobacco Facility; and such other encumbrances as may be specifically approved by WILSON.
- (d) The CITY shall furnish to the title company at closing a standard form affidavit and indemnification agreement showing that all labor and/or materials, if any, furnished to the Former Imperial Tobacco Facility within one hundred twenty (120) days prior to the date of closing have been paid and by which CITY agrees to indemnify a title insurance company pursuant to a standard form ALTA title affidavit against all loss, cost, claim and expense arising therefrom, including reasonable attorney's fees.
- (e) All deeds of trust, liens and other charges against the parcels must be paid and satisfied by CITY prior to or at closing such that cancellation may be promptly obtained following closing. CITY shall remain obligated to obtain any such cancellations following closing.
- (f) The CITY shall be solely responsible for any broker's or finder's fees or commissions for any broker or realtor which it has utilized with the transaction relating to the conveyance. WILSON shall be solely responsible for any broker's or finder's fees or commissions for any broker or realtor which it has utilized with the transaction relating to the conveyance. Each party agrees to defend, indemnify and hold harmless the other from and against any claim for broker's or finder's fees or commissions made by any party claiming to have dealt with them.
- (g) WILSON and the CITY acknowledge and agree that, except as otherwise specifically set

forth in this Agreement, for the conveyance of all or a portion of the Former Imperial Tobacco Facility by CITY to WILSON, CITY has made no representations, warranties or statements to WILSON as to any matter relating to or concerning the Former Imperial Tobacco Facility, the use thereof or the suitability of WILSON's intended use thereof.

11. NO INDEMNIFICATION

Neither the CITY nor WILSON shall be responsible to indemnify or save harmless the other as a result of the condition of all or a portion of the Former Imperial Tobacco Facility and the fact that they were a previous owner of all or a portion of the Former Imperial Tobacco Facility.

12. NOTICE.

All notices required by this Agreement shall be in writing and shall be deemed to have been sufficiently given by either hand delivery to the parties hereto or by placement in the United States Mail, postage prepaid, addressed as follows:

To CITY

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

To WILSON

Earl C. Wilson
3481 Lakeside Drive, Apt 3506
Atlanta, GA 30326

13. SEVERABILITY.

In the event that any term or condition of this Agreement or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or condition to any other circumstance or situation shall not be affected thereby, and each term and condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

14. PARAGRAPH HEADINGS.

The paragraph headings used in this Agreement are for convenience of reference only and shall not be considered terms of this Agreement.

15. GOVERNING LAW.

WILSON and the CITY agree that the laws of the State of North Carolina shall govern and control the validity, interpretation, performance and enforcement of this Agreement.

16. ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding between WILSON and the

CITY. There are no oral understandings, terms or conditions, and neither WILSON nor the CITY has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are merged in this Agreement.

17. MODIFICATION.

This Agreement may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement or waiver, change, modification or discharge is sought.

18. DUPLICATE ORIGINALS.

This Agreement is executed in duplicate originals; and both WILSON and the CITY acknowledge receipt of one such original, agree that the duplicate originals hereof are identical, and further agree that either original shall be admissible in any proceeding, legal, or otherwise, without the production of the other such original.

19. SURVIVAL.

The terms and provisions of this Agreement shall survive Closing.

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

BY: _____ (SEAL)
Earl C. Wilson

CITY OF GREENVILLE

BY: _____
Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

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
City of Greenville

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public for said County and State, certify that Earl C. Wilson, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2012.

Notary Public

My Commission Expires: _____

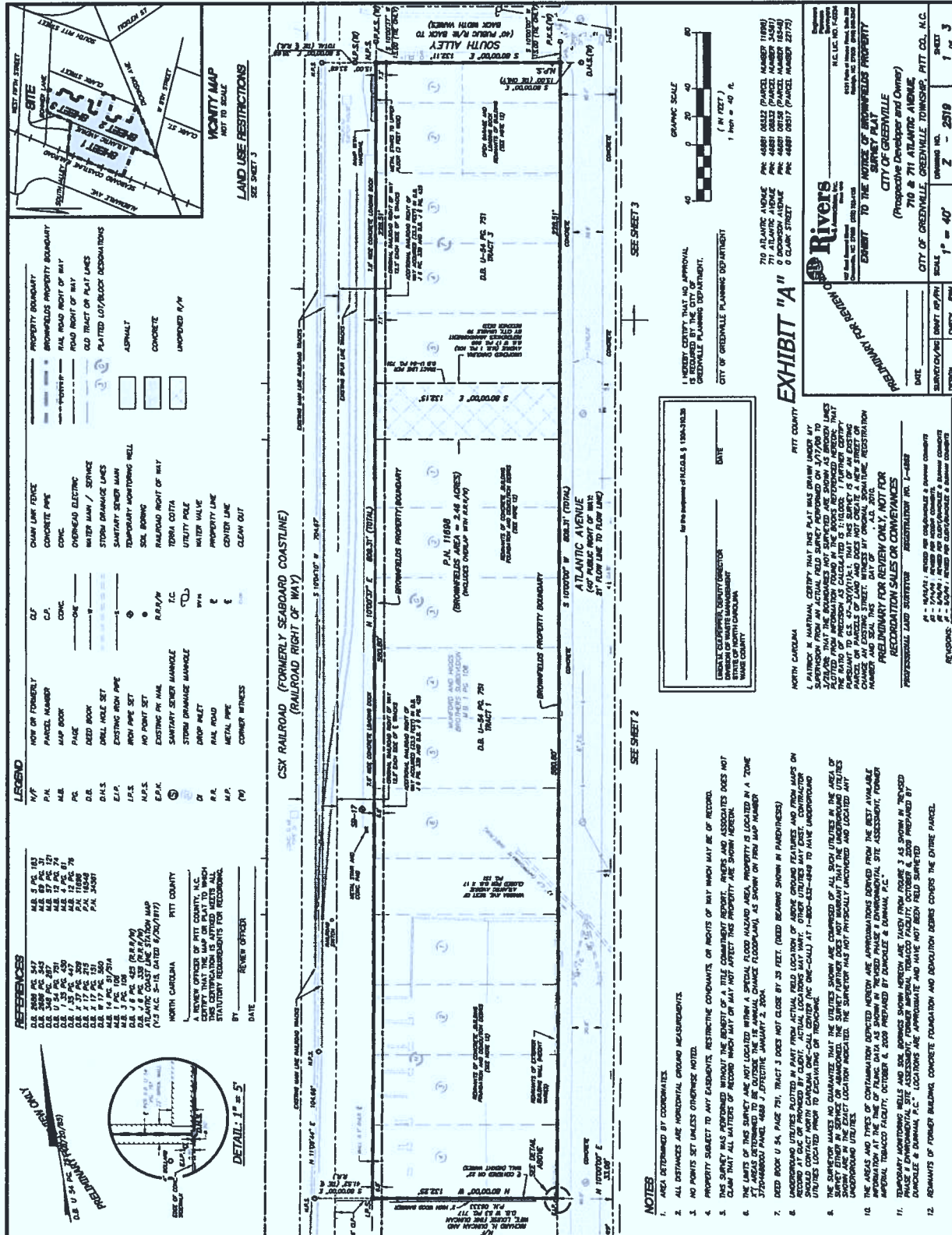
**NORTH CAROLINA
PITT COUNTY**

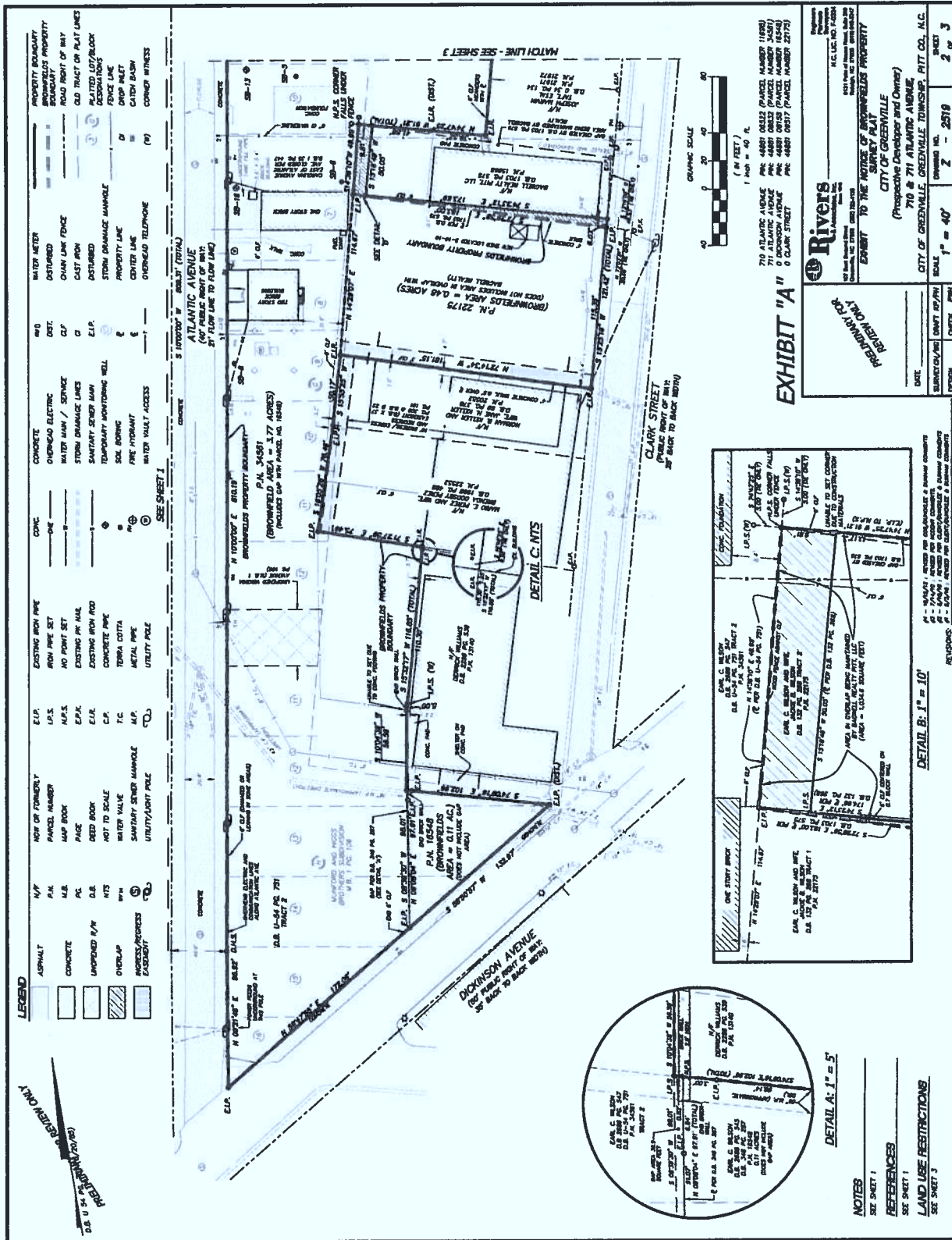
I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that Carol L. Barwick, personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by Mayor Allen M. Thomas, sealed with its corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and notarial seal this _____ day of _____, 2012.

Notary Public

My Commission Expires: _____





LEGEND

ASPHALT	CONCRETE	UNPAVED R/W	OVERLAP	ENCLOSURES	EXISTING
PROPERTY BOUNDARY	ROAD RIGHT OF WAY	OLD TRACT OR PLAT LINES	ADJACENT LOT/BLOCK	PROPERTY LINE	CRIP MET
WATER METER	CHURN LINE FENCE	EAST IRON	STORM DRAINAGE MANHOLE	PROPERTY LINE	OVERHEAD TELEPHONE
OVERHEAD ELECTRIC	STORM DRAINAGE LINES	SANITARY SEWER MAIN	TEMPORARY MONITORING WELL	SOIL BORING	PIRE MOUNTANT
EXISTING IRON PIPE	NO POINT SET	EXISTING IRON ROD	CONCRETE PIPE	TERRA COTTA	UTILITY POLE
CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE

EXHIBIT "A"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "B"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "C"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "D"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "E"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "F"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "G"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "H"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "I"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "J"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "K"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "L"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "M"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

EXHIBIT "N"
SURVEY PLAT
CITY OF GREENVILLE
(Prospective Developer and Owner)
710 & 711 ATLANTIC AVENUE
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITTS CO., N.C.

NOTES
SEE SHEET 1
REFERENCES
SEE SHEET 1
LAND USE RESTRICTIONS
SEE SHEET 3

SCALE
1" = 40'
DRAWING NO. Z - 2518
SHEET 2 OF 3

DATE
SURVEYOR/NO. DRAFT BY/NO. CHECKED BY/NO. DESIGNER/NO.

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
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REVISIONS

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REVISIONS

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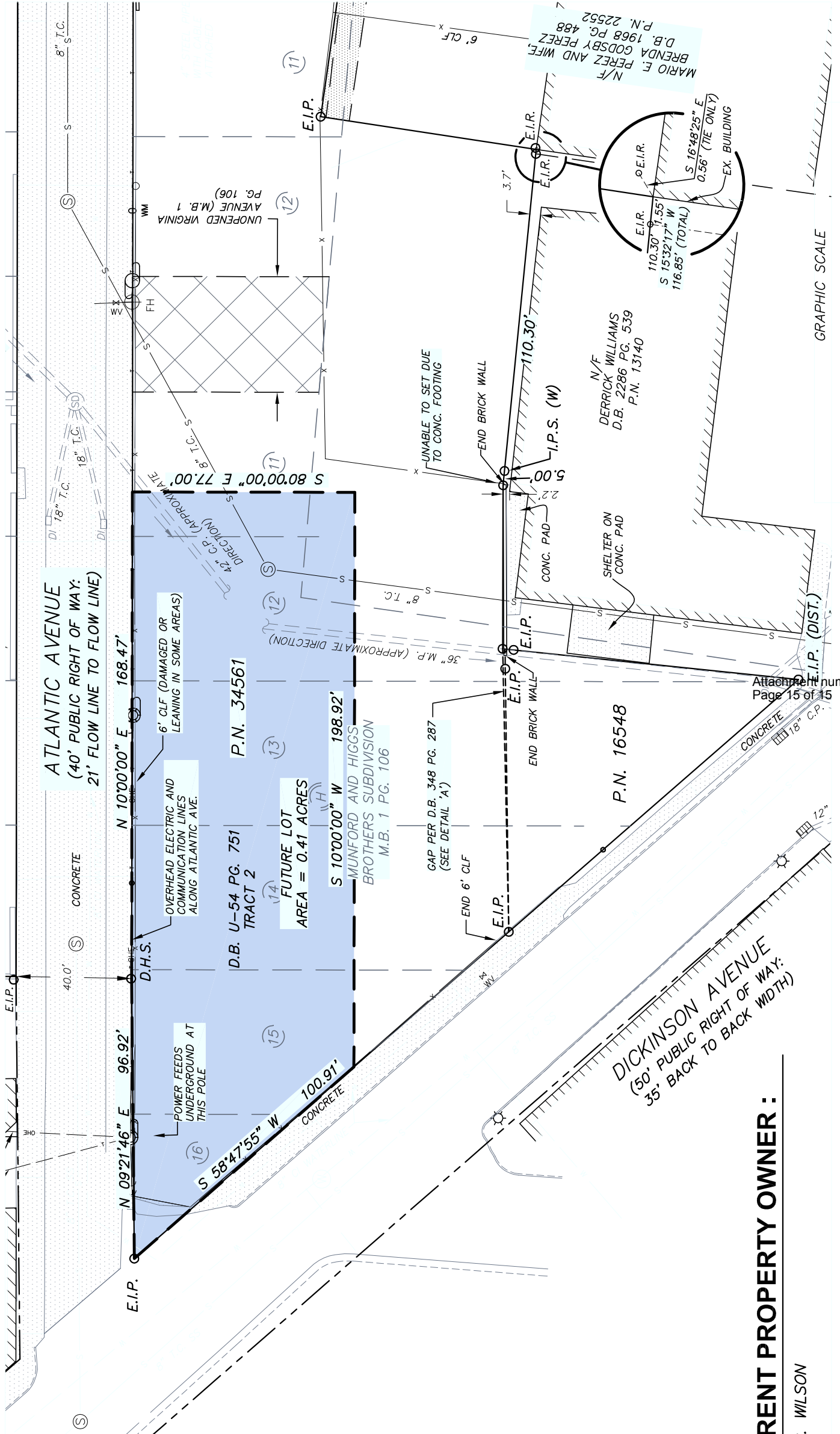
REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		

D.B. U 54 PG. 751 (8/20/85)

LEGEND

	CONCRETE
	UNOPENED R/W
	FUTURE LOT
N/F	NOW OR FORMERLY
P.N.	PARCEL NUMBER
M.B.	MAP BOOK
PG.	PAGE
D.B.	DEED BOOK
WV 4	WATER VALVE
	SANITARY SEWER MANHOLE
	UTILITY/LIGHT POLE
E.I.P.	EXISTING IRON PIPE
I.P.S.	IRON PIPE SET
N.P.S.	NO POINT SET
E.P.K.	EXISTING PK NAIL
E.I.R.	EXISTING IRON ROD
C.P.	CONCRETE PIPE
T.C.	TERRA COTTA
CONC.	CONCRETE
	OVERHEAD ELECTRIC
	STORM DRAINAGE LINES
	SANITARY SEWER MAIN
	OVERHEAD TELEPHONE
	FIRE HYDRANT
DIST.	DISTURBED
CLF	CHAIN LINK FENCE
CI	CAST IRON
	STORM DRAINAGE MANHOLE
R	PROPERTY LINE
	OLD TRACT OR PLAT LINES
	PLATTED LOT/BLOCK DESIGNATIONS
	FENCE LINE
	DROP INLET
	CATCH BASIN



CURRENT PROPERTY OWNER :

EARL C. WILSON

NOTE :

1. THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
2. THIS EXHIBIT WAS PREPARED TO PROVIDE THE CITY OF GREENVILLE ILLUSTRATIVE INFORMATION REGARDING FUTURE LAND DIVISION/ACQUISITION.
3. THIS EXHIBIT DOES NOT MEET THE GS 47-30 OR 21 NCAC 56.1602.

REFERENCES

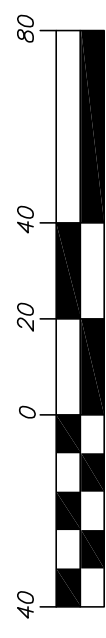
- D.B. 2686 PG. 547
 - D.B. 2686 PG. 545
 - D.B. 348 PG. 287
 - D.B. U 54 PG. 751
 - D.B. I 35 PG. 450
 - D.B. I 35 PG. 447
 - D.B. X 37 PG. 309
 - D.B. X 17 PG. 215
 - D.B. X 17 PG. 151
 - D.B. W 17 PG. 560
 - M.B. 14 PG. 51/51A
 - M.B. 1 PG. 106
 - M.B. 3 PG. 106
 - D.B. J 6 PG. 425 (R.R.R/W)
 - D.B. J 6 PG. 338 (R.R.R/W)
- ATLANTIC COAST LINE STATION MAP (V.5 N.C. S-15, DATED 6/30/1917)

NOT FOR RECODATION SALE OR CONVEYANCE

EXHIBIT "B"
 CITY OF GREENVILLE
 (Prospective Developer and Owner)
 711 ATLANTIC AVENUE

CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SCALE	1" = 40'	DRAWING NO.	G-1087-Y	SHEET	1 OF 1
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Attachment number 2
 Page 15 of 15



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Report on Standards for Convenience Stores and Tobacco Shops

Explanation: **Abstract:** The purpose of this report is to provide City Council with an overview of the current standards applicable to convenience stores and tobacco shops; to provide an inventory of existing establishments located within the community; to provide information related to the city-wide inspection of existing establishments and the findings associated with these inspections; and to provide an outline of potential modifications to the City's standards for City Council's review and consideration. If City Council chooses to pursue modifications to the current standards, then they should initiate a Zoning Ordinance text amendment and provide staff with direction related to the substance of said text amendment.

Explanation: Over the past several years, a number of new establishments have opened within the community that specialized in retail sales of tobacco-related products. The City Zoning Ordinance does not recognize or define this specific land use, unofficially referred to as a "tobacco shop". Some of these establishments sell many of the same types of products traditionally found in a convenience store, but simply devote a larger portion of their stock to tobacco products than do convenience stores. Others sell tobacco products, tobacco smoking apparatus (water pipes, hookah pipes, bowls, water bong, and similar products), and a range of retail items, many of which are not typically associated with a convenience store. All tobacco shops were either categorized as Convenience stores or as Miscellaneous retail sales, a land use classification that is permitted by-right in the MCG, MCH, CD, CDF, CG and CH districts, until August 2011. The City then began categorizing the more intensive tobacco shops (i.e. the establishments that are not similar to convenience stores) as Other activities, retail sales not otherwise listed, a land use classification that is permitted with a special use permit in the CD, CDF, CG and CH districts. Since applying this new land use category, only one new facility has been opened after receiving a special use permit, and that facility has since closed.

Staff Comments: It is recognized that due to the number of tobacco shops that have been established in recent years and the negative perception that exists

related to these facilities that there may be some desire by City Council to consider utilizing some form of amortization for these land uses. It is staff's recommendation that the issue of amortization, should City Council desire to consider the same, not be considered until after development and adoption of standards for these land uses.

Fiscal Note: No fiscal impact anticipated

Recommendation: Accept report and consider initiating a text amendment using the general framework as provided in the report

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

Attachments / click to download

[Report on Convenience Stores and Tobacco Shops 918640](#)

Report on City of Greenville Standards for Convenience Stores and Tobacco Shops

Contents:

- Section I. Report Purpose– Page 1
- Section II. Summary of Existing Standards – Page 1
- Section III. Inventory of Existing Establishments – Page 2
- Section IV. Inspection Process and Associated Findings – Page 7
- Section V. Survey of Other Communities – Page 10
- Section VI. Outline of Potential Standards – Page 11



**Report Developed by the City of Greenville
Community Development Department - Planning Division
October 24, 2012**

SECTION I – Report Purpose

The purpose of this Report is to provide City Council with an overview of the current standards applicable to convenience stores and tobacco shops; to provide an inventory of existing establishments located within the community; to provide information related to the city-wide inspection of existing establishments and the findings associated with these inspections; and to provide an outline of potential modifications to the city’s standards for City Council’s review and consideration.

SECTION II – Summary of Existing Standards

Convenience Store

The city zoning ordinance defines a convenience store as

“Any food-personal merchandise store which sells at retail only prepackaged food or beverage products, personal toiletries, sundries, over-the-counter medications, household supplies, magazines, and the like in combination from a limited inventory and does not stock fresh vegetables, produce, poultry or meats.”

Convenience stores are currently permitted by right in the MCH; CD; CDF; CG; CN; and CH districts. Convenience stores with gasoline or automobile fuels sales are currently permitted by right in the MCH; CH; IU; I; PIU; and PI districts and with a special use permit in the CD; CDF; CG; and CN districts.

Tobacco Shop

Over the past two years a number of new establishments have opened within the community that specialized in retail sales of tobacco related products. The city zoning ordinance does not recognize or define this specific land use, unofficially referred to as a tobacco shop. Some of these establishments sell many of the same types of products traditionally found in a convenience store, but simply devote a larger portion of their stock to tobacco products than do convenience stores. Others sale tobacco products, tobacco smoking apparatus (water pipes, hookah pipes, bowls, water bongs, and similar products) and a range of retail items, many of which are not typically associated with a convenience store. All tobacco shops were either categorized as *Convenience stores* or as *Miscellaneous retail sales*, a land use classification that is permitted by-right in the MCG, MCH, CD, CDF, CG and CH districts, until August, 2011. The city then began categorizing the more intensive tobacco shops (i.e. the establishments that are not similar to convenience stores) as *Other activities, retail sales not otherwise listed*, a land use classification that is permitted with a special use permit in the CD, CDF, CG and CH districts. Since applying this new land use category, only one new facility has been opened after receiving a special use permit.

SECTION III – Inventory of Existing Establishments

During the first quarter of 2012 staff analyzed business license records and utilized field observations to identify all known establishments that would be considered as convenience stores or tobacco shops within the city's planning and zoning jurisdiction. The following is an inventory of all 70 such establishments.

Table 1. Inventory of Convenience Stores and Tobacco Shops Located within City Limits and ETJ

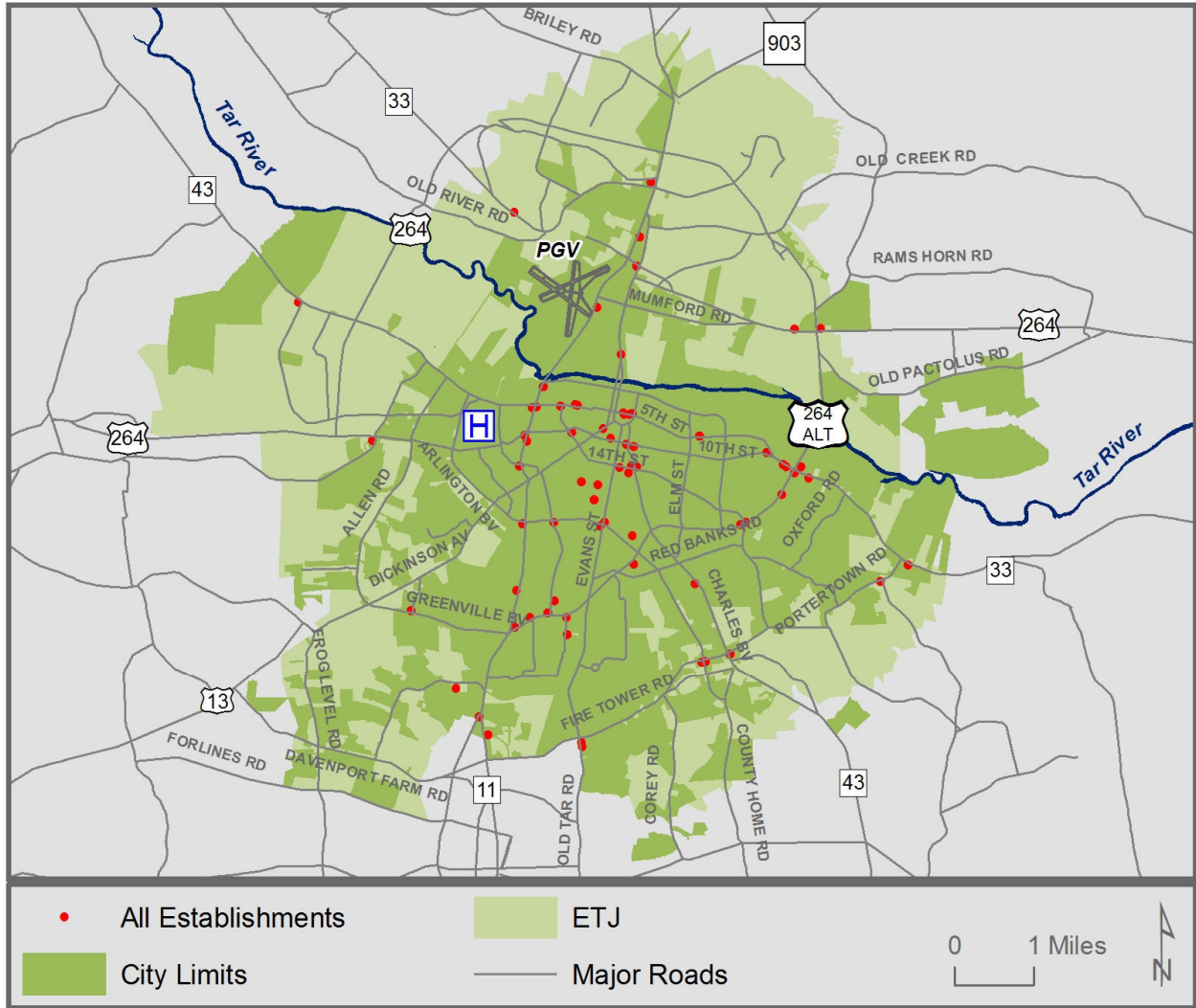
#	Business Name	Address	Pitt Co. Parcel I.D. #	Zoning District
1	Sheetz, Inc. #397	1000 Charles Boulevard	74017	CDF
2	City Gas	1799 N. Green Street	62159	CH
3	Hookalicious	203 5 th Street	12630	CD
4	Stop Shop – HAFCO, Inc.	213 E. 5 th Street	08436	CD
5	Marks Food Market	2205 Old Pictolus Highway	23830	CN
6	The Fuel Dock #12	2403 N. Memorial Boulevard	15528	IU
7	WILCO #237	3505 Hwy 264 East	74964	CH
8	Jolly Roger	405 E. 14 th Street	20459	CDF
9	WILCO #1806	500 N. Greene Street	12855	CH
10	Fatty's Tobacco	505 S. Evans Street	02694	CD
11	Duck Thru Food Store	1900 S.E. Greenville Boulevard	38068	CG
12	The Fuel Dock #7	2130 Greenville Boulevard	41824	CH
13	Tobacco Outlet	3105 E. 10 th Street	35563	CG
14	WILCO #1840	3202 E. 10 th Street	56082	CH
15	Sheetz, Inc. #415	4300 E. 10 th Street	68187	CG
16	Kangaroo Express #900	4300 Eastern Pines Road	09746	CN

#	Business Name	Address	Pitt Co. Parcel I.D. #	Zoning District
17	Kangaroo Express #3104	1301 W. Arlington Boulevard	52969	CH
18	Sam and Moe's Tobacco	139 S.W. Greenville Boulevard	47883	CH
19	Red Oaks Grill and Grocery, Inc.	1500 S.W. Greenville Boulevard	27433	CG
20	Kangaroo Express #3419	2200 S. Evans Street	08108	CG
21	Murphy USA #6645	250 S.W. Greenville Boulevard	63432	CG
22	Kings Convenience Inc.	300 S.W. Greenville Boulevard	15509	CH
23	WILCO #1891	3000 S. Memorial Boulevard	22285	CH
24	WILCO #240	3000 Stantonsburg Road	79292	CG
25	Landmark Convenient & Discount	3243 Landmark Street	41775	CH
26	The Point Tobacco and Convenient	3750-D Sterling Point Drive	53472	CG
27	Kangaroo Express #826	4000 S. Memorial Drive	47849	CH
28	WILCO #390	502 S.W. Greenville Boulevard	18047	CH
29	Blackbeard's Cigars	600-B. Greenville Boulevard	22001	CG
30	WILCO #1864	612 S.W. Greenville Boulevard	16852	CH
31	Sheetz, Inc. #409	650 Whitley Drive	75068	CH
32	K & A Convenient Mart	1000-A W. 5 th Street	05426	CDF
33	WILCO #1858	1110 N. Memorial Drive	45139	CH
34	Joe's Country Mart	1710 Belvoir Highway	58820	RA20
35	Kangaroo Express #895	1930 N. Memorial Drive	34532	CH
36	Five Points Food Mart	205 S. Memorial Drive	01409	R6

#	Business Name	Address	Pitt Co. Parcel I.D. #	Zoning District
37	Kings Convenient Store	912 W. 5 th Street	67546	CDF/R6
38	NC Tobacco Discount	1400 Charles Boulevard	00602	CG
39	General Cash and Carry, Inc.	1401 Forbes Street	09056	CH
40	Pitt St. Mini Mart	1701 S. Pitt Street	56711	R6
41	Kangaroo Express #859	1900 E. Fire Tower Road	54213	CG
42	DH Convenience Store	1900 South Pitt Street	06515	R6
43	WILCO #1802	210 W. 10 th Street	23619	IU
44	Sheetz, Inc. #391	2100 County Home Road	72609	CG
45	Kangaroo Express #827	2195 S. Evans Street	48303	CG
46	Kangaroo Express #901	2600 S. Charles Boulevard	30488	CG
47	Handy Mart #54	3701 S. Highway 43	37246	CG
48	GK Mart	4115 Old Tar Road	42344	CG
49	Tobacco Plus	4125 Old Tar Road	31595	CG
50	Tobacco Express	703 S. Greenville Boulevard	31669	CG
51	Duck Thru Food Store #15	1301 Charles Boulevard	27258	CN
52	Kangaroo Express #3099	1531 S.E. Greenville Boulevard	18870	CN
53	WILCO #1801	1601 Greenville Boulevard	25191	CG
54	Landmark Pick-Up Inc.	1809 5 th Street	02078	R9S
55	D's Drive Thru	2753 E. 10 th Street	03532	CG
56	Duck Thru Food Store #14	3000 E. 10 th Street	23016	CH
57	252 Tobacco Shop and Wireless	3010 E. 10 th Street	06137	CH

#	Business Name	Address	Pitt Co. Parcel I.D. #	Zoning District
58	Campus Store	316 E. 10 th Street	03801	CDF
59	Handy Mart #51	1000 S. Memorial Drive	50504	MCH
60	PJ's Mart	1205 W. 5 th Street	00621	CDF
61	Mid-Town Groceries	1308 W. 14 th Street	03293	CDF
62	K&P Mini Mart	1706 Garland Street	08775	R6
63	The Fuel Dock #4	500 S. Memorial Drive	03107	CDF
64	Dream Tobacco Mart	501 S. Memorial Drive	48302	CG
65	Kangaroo Express #3083	700 South Memorial Drive	15242	MCH
66	Speedy Mart of Pitt	701 Hooker Road	23706	CN
67	WILCO #1820	715 S. Memorial Drive	23646	CH
68	Hookah Haze	821 Dickinson Avenue	19448	CDF
69	Expressions	424 Evans Street	09026	CD
70	WILCO #1879	3579 NC 43 N.	64117	CN

Map 1. Location of Convenience Stores and Tobacco Shops Located within City Limits and ETJ



SECTION IV – Inspection Process and Associated Findings

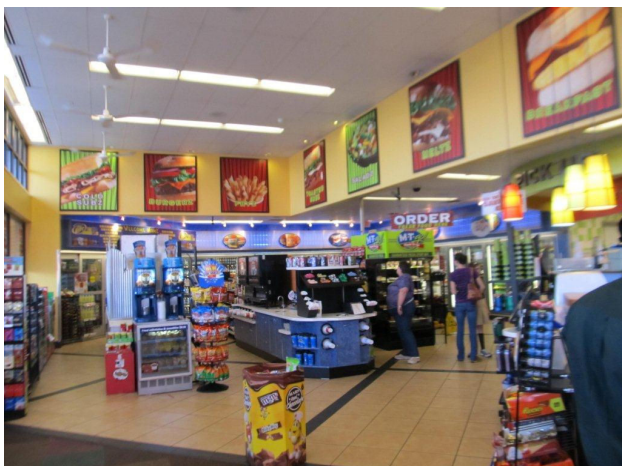
Planning Division staff partnered with Code Enforcement Division staff in the first quarter of 2012 to conduct joint inspections of all known convenience stores and tobacco shops located within the city’s planning and zoning jurisdiction. As part of these inspections, staff visited each establishment location, photographed the building exterior and grounds, completed a survey of stock items, and noted potential code enforcement and zoning violations. In all, approximately 300 staff hours were utilized conducting the inspections, documenting the findings and following through with abatement efforts.

A total of 53 violations were identified during the inspection process. 38 of these violations were related to temporary signs (banners, more than one yard sign, etc...) and 14 were related to permanent signs (i.e. locations where window signs were in excess of 25% coverage, illegal wall signs, etc...).

Examples of Establishments in Violation of the 25% Window Coverage Limitation:



Examples of Convenience Stores Inspected



Examples of Tobacco Shops Inspected



SECTION V – Survey of Other Communities

Staff contacted multiple other North Carolina communities to obtain information regarding how they classify and regulate tobacco shops. Table 2, below, summarizes the findings of these inquiries.

Table 2: Survey Results - Standards from Other North Carolina Communities

City	Specific Definition	Land Use Category	Permitted Zoning Districts	By-Right or SUP/CUP	Current Number
Concord	No	Retail	General Commercial only	By-Right	6+/-
Jacksonville	No	Retail	All commercial zones	By-right	15-20
Hickory	No	Retail	All commercial zones	By-right	0
Rocky Mount	No	Retail	All business districts	By-right	5+/-
Wilmington	No	Retail	All commercial zones	By-right	12+/-
Wilson	No	Retail sales & services not otherwise listed	All business districts	By-right (in some commercial districts), SUP (if over 6,400 sq. ft) or CUP in B6 district	15+/-

SECTION VI – Outline of Potential Standards

Staff developed the following outline of potential standards for City Council’s review and consideration. These new standards propose to use five land use categories that address the establishments discussed herein. These categories include:

1. Convenience Store

- This land use is currently defined by the zoning ordinance as follows:
“Any food-personal merchandise store which sells at retail only prepackaged food or beverage products, personal toiletries, sundries, over-the-counter medications, household supplies, magazines, and the like in combination from a limited inventory and does not stock fresh vegetables, produce, poultry or meats.”
This definition is proposed to be modified to allow the stocking of fresh vegetables and produce at convenience stores as a means of increasing access to healthy foods throughout the community.
- Convenience stores are currently permitted by right in the MCH; CD; CDF; CG; CN; and CH districts. No changes are proposed to the permitted districts.

2. Convenience Store (with gasoline or automobile fuel sales)

- This land use is permitted by right in the MCH, CH, IU, I, PIU, and PI districts. It is permitted with a special use permit in the CD, CDF, CG, and CN districts. No changes are proposed to the permitted districts.

3. Tobacco Shop (Class 1)

- This is a new land use classification intended to define and provide standards for establishments that, as a substantial portion of the use, entail the retail sales of tobacco products including, but not limited to, cigarettes, cigars, chewing tobacco, shisha, unformed or loose tobacco, and similar products. For the purpose of this definition, a substantial portion of the use is established if:
 1. At least 20% of the establishment’s floor area open and accessible to customers is used for the display and/or stocking of tobacco products as provided herein; or
 2. At least 40% of the establishment’s signage that is visible from public rights-of-way advertises tobacco products as provided herein.

- This land use is proposed to be permitted with a special use permit in the CH, CG, MCH, CD and CDF districts, subject to the following separation requirements:
 - ❖ 1/4 mile separation of a proposed tobacco shop (Class 1) from an existing or approved tobacco shop (Class 1);
 - ❖ 500-foot separation of a proposed tobacco shop (Class 1) from (i) a conforming use single-family dwelling located in any district, (ii) any single-family residential zoning district;
 - ❖ 500-foot separation of a proposed tobacco shop (Class 1) from an existing or approved school, church, park, or multi-family use;
 - ❖ Not permitted within any certified redevelopment area (i.e. West Greenville, Center City and 45-Block redevelopment areas);

4. Tobacco Shop (Class 2)

- This is a new land use classification intended to define and provide standards for establishments that entail the retail sales of any of the following tobacco smoking apparatus: water pipes; hookah pipes; bowls; water bong; or similar products.
- This land use is proposed to be permitted with a special use permit in the CH and CG districts, subject to the following separation requirements:
 - ❖ 1/2 mile separation of a proposed tobacco shop (Class 2) from an existing or approved tobacco shop (Class 1 or 2);
 - ❖ 500-foot separation of a proposed tobacco shop (Class 2) from (i) a conforming use single-family dwelling located in any district, (ii) any single-family residential zoning district;
 - ❖ 500-foot separation of a proposed tobacco shop (Class 2) from an existing or approved school, church, park, or multi-family use;
 - ❖ Not permitted within any certified redevelopment area (i.e. West Greenville, Center City and 45-Block redevelopment areas);

5. Hookah Lounge

- This is a new land use classification intended to define and provide standards for any establishment that, as a primary or accessory use, provides for the on-site consumption of shisha or similar flavored tobacco products.
- This land use is proposed to be permitted with a special use permit in the CH; CG; CD and CDF districts subject to the following separation requirements:
 - ❖ 1/4 mile separation of a proposed hookah lounge from an existing or approved hookah lounge.



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: 2013 schedule of City Council meetings

Explanation: **Abstract:** A proposed schedule for 2013 City Council meetings listing the dates of meetings in accordance with Section 2-1-11 of the Greenville City Code is presented for City Council consideration.

Explanation: A proposed schedule for 2013 City Council meetings has been prepared listing the dates of these meetings in accordance with Section 2-1-11 of the Greenville City Code. Potential conflicts have been noted in red thereon and are listed below along with other items for consideration:

1. January 21 - the third meeting date for January - is included on the proposed meeting schedule; however, it conflicts with the City's observance of the Dr. Martin Luther King, Jr. holiday
2. January 25-26 have been added to the schedule as proposed dates for the annual planning retreat
3. March 11 - the first meeting date for March - is included on the proposed meeting schedule; however, it conflicts with the National League of Cities (NLC) Congressional City Conference, which is March 9-13 in Washington, DC
4. March 14 - the second meeting date for March - is included on the proposed meeting schedule; however, it conflicts with East Carolina University's (ECU) Spring Break which is March 10-17
5. November 11 - the first meeting date for November - is included on the proposed meeting schedule; however, it conflicts with the City's observance of the Veterans Day holiday
6. November 14- the second meeting date for November - is included on the proposed meeting schedule; however, it conflicts with the National League of Cities (NLC) Congress of Cities and Exposition, which is November 13-16 in

Seattle, WA

NOTE: Events which sometimes pose a conflict but which will not do so in 2013 include the Eastern Carolina Vocational Center (ECVC) Banquet which is scheduled for October 3 and the North Carolina League of Municipalities (NCLM) Conference, which will be held October 13-15 in Hickory, NC.

For your reference, a combined meeting schedule is also attached, outlining the proposed budget calendar integrated with the proposed 2013 City Council meeting schedule.

Fiscal Note: No direct cost to the City.

Recommendation: Review the proposed 2013 schedule of City Council meetings, amend as necessary, and consider for adoption.

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

Attachments / click to download

 [2013_SCHEDULE_OF_CITY_COUNCIL_MEETINGS_939383](#)

 [Proposed_2013_Meeting_Schedule_Council_Meetings_and_Budget_Schedule_940099](#)



CITY OF GREENVILLE 2013 SCHEDULE OF CITY COUNCIL MEETINGS

(All meetings are held in the Council Chambers unless otherwise noted)

January 7 - 6:00 PM
January 10 - 7:00 PM
January 21 - 6:00 PM – **City Holiday for Dr. Martin Luther King, Jr. Day**
January 25 - 5:00 PM (Planning Session at Bradford Creek Golf Course Club House)
January 26 - 8:00 AM (Planning Session at Bradford Creek Golf Course Club House)

February 11 - 6:00 PM
February 14 - 7:00 PM
February 25 - 6:00 PM

March 11 - 6:00 PM – **NLC Congressional City Conference is March 9-13**
March 14 - 7:00 PM – **ECU Spring Break is March 10-17**
March 25 - 6:00 PM

April 8 - 6:00 PM
April 11 - 7:00 PM
April 22 - 6:00 PM

May 6 - 6:00 PM
May 9 - 7:00 PM
May 20 - 6:00 PM

June 10 - 6:00 PM
June 13 - 7:00 PM
June 24 - 6:00 PM

August 5 - 6:00 PM
August 8 - 7:00 PM
August 19 - 6:00 PM

September 9 - 6:00 PM
September 12 - 7:00 PM
September 23 - 6:00 PM

October 7 - 6:00 PM
October 10 - 7:00 PM
October 21 - 6:00 PM

November 11 - 6:00 PM – **City Holiday for Veterans Day**
November 14 - 7:00 PM – **NLC Congress of Cities is November 13-16**
November 25 - 6:00 PM

December 9 - 6:00 PM (Organizational Meeting)
December 12 - 7:00 PM
December 23 - 6:00 PM

Proposed 2013 Schedule of City Council Meetings and Budget Meetings

January 7 6:00 PM
January 10 7:00 PM
January 21 6:00 PM – City Holiday for Dr. Martin Luther King, Jr. Day
January 25 5:00 PM (Planning Session at Bradford Creek Golf Course Club House)
January 26 8:00 AM (Planning Session at Bradford Creek Golf Course Club House)

February 11 6:00 PM
February 14 7:00 PM
February 25 6:00 PM

March 11 6:00 PM – NLC Congressional City Conference is March 9-13
March 14 7:00 PM – ECU Spring Break is March 10-17
March 18 Monday – City Council Budget Committee Meeting
March 25 6:00 PM

April 8 6:00 PM
April 11 7:00 PM
April 15 Monday – City Council Preview of Proposed City Budget
April 22 6:00 PM

May 6 6:00 PM
May 9 7:00 PM
May 13 Monday – Proposed City, GUC, SML and CVA Budgets Presented to City Council
May 20 6:00 PM – City Council Budget Committee Meeting (optional)

June 10 6:00 PM – Public Hearing FY 2013/2014 Budget
June 13 7:00 PM – Adoption of FY 2013/2014 Budget
June 24 6:00 PM

August 5 6:00 PM
August 8 7:00 PM
August 19 6:00 PM

September 9 6:00 PM
September 12 7:00 PM
September 23 6:00 PM

October 7 6:00 PM
October 10 7:00 PM
October 21 6:00 PM

November 11 6:00 PM – City Holiday for Veterans Day
November 14 7:00 PM – NLC Congress of Cities is November 13-16
November 25 6:00 PM

December 9 6:00 PM (Organizational Meeting)
December 12 7:00 PM
December 23 6:00 PM



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Fiscal Year 2013-2014 Budget Schedule

Explanation: **Abstract:** This item is for City Council to review and approve the budget schedule for fiscal year 2013-2014.

Explanation: Attached is the proposed budget schedule for fiscal year 2013-2014. The schedule sets a work plan for the fiscal year 2013-2014 operating plan that was adopted as part of the biennial budget to be reviewed, updated, and presented to City Council. This process will result in the adoption of the fiscal year 2013-2014 budget. For your reference, a combined meeting schedule is also attached, outlining the proposed budget calendar integrated with the proposed 2013 City Council meeting schedule.

Fiscal Note: No cost to adopt the budget schedule.

Recommendation: Approve the proposed fiscal year 2013-2014 budget schedule.

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

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[Budget Schedule FY 2013 2014 936745](#)

[Proposed 2013 Meeting Schedule Council Meetings and Budget Schedule 940099](#)

**City of Greenville, NC
Proposed Budget Schedule
Fiscal Year 2013 - 2014
DRAFT**

Monday	November 5, 2012	Budget Schedule presented to City Council
Fri-Sat	January 25-26, 2013	City Council Planning Session
Monday	March 18, 2013	City Council Budget Committee meeting
Monday	April 15, 2013	City Council preview of Proposed City budget
Wednesday	May 1, 2013	Proposed City, GUC, SML and CVA budgets distributed to City Council
Monday	May 13, 2013	Proposed City, GUC, SML and CVA budgets presented to City Council
Monday	May 20, 2013	City Council Budget Committee meeting (Optional)
Monday	May 27, 2013	Public display of balanced budgets prior to the Public Hearing
Monday	June 10, 2013	Public Hearing - Fiscal Year 2013 - 2014 Budget
Thursday	June 13, 2013	Adoption of the Fiscal Year 2013 - 2014 Budget

Proposed 2013 Schedule of City Council Meetings and Budget Meetings

January 7 6:00 PM
January 10 7:00 PM
January 21 6:00 PM – City Holiday for Dr. Martin Luther King, Jr. Day
January 25 5:00 PM (Planning Session at Bradford Creek Golf Course Club House)
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November 11 6:00 PM – City Holiday for Veterans Day
November 14 7:00 PM – NLC Congress of Cities is November 13-16
November 25 6:00 PM

December 9 6:00 PM (Organizational Meeting)
December 12 7:00 PM
December 23 6:00 PM



City of Greenville, North Carolina

Meeting Date: 11/5/2012
Time: 6:00 PM

Title of Item: Budget ordinance amendment #3 to the 2012-2013 City of Greenville budget (Ordinance #12-027), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and ordinance establishing the Guaranteed Energy Savings Equipment Project Fund

Explanation: **Abstract:** The budget amendment is for City Council to review and approve proposed changes to the adopted 2012-2013 budget that have been submitted by Department Heads.

1) Attached is an amendment to the 2012-2013 budget ordinance for consideration at the November 5, 2012, City Council meeting. 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 received from the Target Corporation to purchase body armor for the Hostage Negotiation Team (\$4,355).

B To appropriate funds received from the US Environmental Protection Agency for Brownfield Assessments and Cleanup agreements. This funding will assist in assessing Brownfield sites that may be contaminated. Funds can also be used for activities that foster community involvement and encourage revitalization (\$200,000).

C To appropriate funds from the Capital Reserve to complete the painting of Dickinson Avenue's bridge (\$70,000).

D To appropriate fund balance for pay station revenue received in prior year(s). Funds will be transferred into the Capital Reserve to accumulate for future payments on restriping, repaving, and land for additional parking lots (\$12,591).

E To appropriate bond proceeds and payments for funds received on October 11, 2012, for the refinancing of the 2004 Certificates of Participation (COPS)

and the 2009 Installment Agreement. This refunding resulted in a reduction in current year's debt service budget amount by \$114,573 (Net -\$19,835,427).

2) Attached is an ordinance establishing the Guaranteed Energy Savings Equipment Project Fund. This transaction was closed on October 18, 2012, with the City receiving bond proceeds of \$2,591,373. Funds will be used to purchase energy efficient equipment.

Fiscal Note:

The budget ordinance amendment affects the following funds: increase General Fund by \$86,946; increase Debt Service Fund by \$19,835,427; increase Capital Reserve Fund by \$82,591, and increase Special Revenue Grant Fund by \$200,000.

<u>Fund Name</u>	<u>Original /Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 11/5/2012</u>
General	\$ 77,567,831	\$ 86,946	\$ 77,654,777
Debt Service	\$ 4,611,469	\$ 19,835,427	\$ 24,446,896
Capital Reserve	\$ 250,000	\$ 82,591	\$ 332,591
Special Revenue Grant	\$ 835,562	\$ 200,000	\$ 1,035,562

Recommendation:

Approve budget ordinance amendment #3 to the 2012-2013 City of Greenville budget (Ordinance #12-027), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and the ordinance establishing the Guaranteed Energy Savings Equipment Project Fund

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

Attachments / click to download

[Budget Amendment FY 2012 2013 932360](#)

[Guaranteed Energy Efficiency Equipment Project Fund 932478](#)

ORDINANCE NO. -
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#3) Amending the 2012-2013 Budget (Ordinance No. 12-027) and amendments
to the Special Revenue Grant Fund (Ordinance No.11-003)

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

Section 1: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 12-027, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2012-2013 BUDGET		#3 Amended 11/05/12		Total Amendments		Amended 2012-2013 Budget
<u>ESTIMATED REVENUES</u>							
Property Tax	\$ 29,312,043		\$ -		\$ -		\$ 29,312,043
Sales Tax	14,611,439		-		-		14,611,439
Utilities Franchise Tax	5,540,166		-		-		5,540,166
Other Unrestricted Intergov't Revenue	2,739,598		-		-		2,739,598
Powell Bill	2,157,640		-		-		2,157,640
Restricted Intergov't Revenues	1,006,337	A	4,355		306,932		1,313,269
Privilege License	627,800		-		-		627,800
Other Licenses, Permits and Fees	4,118,755		-		-		4,118,755
Rescue Service Transport	3,062,835		-		-		3,062,835
Other Sales & Services	921,707		-		-		921,707
Other Revenues	397,449		-		-		397,449
Interest on Investments	1,768,922		-		-		1,768,922
Transfers In GUC	5,952,192		-		-		5,952,192
Other Financing Sources	404,920	C	70,000		70,000		474,920
Appropriated Fund Balance	4,480,238	D	12,591		175,804		4,656,042
TOTAL REVENUES	\$ 77,102,041		\$ 86,946		\$ 552,736		\$ 77,654,777
<u>APPROPRIATIONS</u>							
Mayor/City Council	\$ 308,647		\$ -		\$ -		\$ 308,647
City Manager	1,210,711		-		80,307		1,291,018
City Clerk	271,798		-		-		271,798
City Attorney	446,673		-		-		446,673
Human Resources	2,512,101		-		-		2,512,101
Information Technology	2,965,501		-		-		2,965,501
Fire/Rescue	13,364,981		-		47,583		13,412,564
Financial Services	2,352,946		-		-		2,352,946
Recreation & Parks	7,264,287		-		21,500		7,285,787
Police	22,675,599	A	4,355		159,573		22,835,172
Public Works	10,276,600		-		35,000		10,311,600
Community Development	1,698,394		-		44,776		1,743,170
OPEB	300,000		-		-		300,000
Contingency	181,871	E	114,573		93,073		274,944
Indirect Cost Reimbursement	(1,014,572)		-		-		(1,014,572)
Capital Improvements	6,293,123	C	70,000		(503,631)		5,789,492
Total Appropriations	\$ 71,108,660		\$ 188,928		\$ (21,819)		\$ 71,086,841
<u>OTHER FINANCING SOURCES</u>							
Debt Service	\$ 4,041,455		\$ -		\$ -		\$ 4,041,455
Transfers to Other Funds	1,951,926	D,E	(101,982)		574,555		2,526,481
	\$ 5,993,381		\$ (101,982)		\$ 574,555		\$ 6,567,936
TOTAL APPROPRIATIONS	\$ 77,102,041		\$ 86,946		\$ 552,736		\$ 77,654,777

Section II: Estimated Revenues and Appropriations. **Debt Service Fund**, of Ordinance 12-027, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2012-2013 BUDGET		Amended 11/05/12	Total Amendments	Amended 2012-2013 Budget
ESTIMATED REVENUES					
Powell Bill Fund	\$ 60,424	E	\$ 19,950,000	\$ 19,950,000	\$ 20,010,424
Occupancy Tax	509,589		-	-	509,589
Transfer from General Fund	4,041,456	E	(114,573)	(114,573)	3,926,883
Bond Proceeds	-		-	-	-
TOTAL REVENUES	\$ 4,611,469		\$ 19,835,427	\$ 19,835,427	\$ 24,446,896
APPROPRIATIONS					
Debt Service	\$ 4,611,469	E	\$ 19,835,427	\$ 19,835,427	\$ 24,446,896
Total Expenditures	\$ 4,611,469		\$ 19,835,427	\$ 19,835,427	\$ 24,446,896
TOTAL APPROPRIATIONS	\$ 4,611,469		\$ 19,835,427	\$ 19,835,427	\$ 24,446,896

Section III: Estimated Revenues and Appropriations. **Capital Reserve Fund**, of Ordinance 12-027, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2012-2013 BUDGET		Amended 11/05/12	Total Amendments	Amended 2012-2013 Budget
ESTIMATED REVENUES					
Appropriated Fund Balance	\$ -	C	\$ 70,000	\$ 320,000	\$ 320,000
	-	D	12,591	12,591	12,591
TOTAL REVENUES	\$ -		\$ 82,591	\$ 332,591	\$ 332,591
APPROPRIATIONS					
Transfer to Other Funds	\$ -	C	\$ 70,000	\$ 320,000	\$ 320,000
Increase in Reserve	-	D	12,591	12,591	12,591
Total Expenditures	\$ -		\$ 82,591	\$ 332,591	\$ 332,591
TOTAL APPROPRIATIONS	\$ -		\$ 82,591	\$ 332,591	\$ 332,591

Section IV: Estimated Revenues and Appropriations. **Special Revenue Grant Fund**, of Ordinance 11-003, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 11/05/12	Total Amendments	Amended 2012-2013 Budget
ESTIMATED REVENUES					
Special Fed/State/Loc Grant	\$ 608,501	B	\$ 200,000	\$ 356,525	\$ 965,026
Transfer from General Fund	50,536		-	20,000	70,536
TOTAL REVENUES	\$ 659,037		\$ 200,000	\$ 376,525	\$ 1,035,562
APPROPRIATIONS					
Personnel	\$ -	B	22,000	22,000	22,000
Operating	399,255	B	178,000	326,688	725,943
Capital Outlay	259,782		-	27,837	287,619
Total Expenditures	\$ 659,037		\$ 200,000	\$ 376,525	\$ 1,035,562
TOTAL APPROPRIATIONS	\$ 659,037		\$ 200,000	\$ 376,525	\$ 1,035,562

Section V: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section VI: This ordinance will become effective upon its adoption.

Adopted this 5th day of November, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 12-____
CITY OF GREENVILLE, NC
GUARANTEED ENERGY SAVINGS EQUIPMENT PROJECT FUND
BUDGET ORDINANCE

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

Section I: Estimated Revenues. It is estimated that the following revenues will be available for the Guaranteed Energy Savings Equipment Project Fund:

	ORIGINAL 2012-2013 BUDGET
<u>ESTIMATED REVENUES</u>	
Bond Proceeds	\$ 2,591,373
TOTAL REVENUES	\$ 2,591,373

Section II: Appropriations. The following amounts are hereby appropriated for the Guaranteed Energy Savings Equipment Project Fund:

<u>APPROPRIATIONS</u>	
Equipment	\$ 2,591,373
TOTAL APPROPRIATIONS	\$ 2,591,373

Section III: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section IV: This ordinance will become effective upon its adoption.

Adopted this 5th day of November, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk