# NOTES

TO: Honorable Maxor and City Council Members

FROM:

Ann E. Wall City Manager

DATE: July 1, 2020

SUBJECT: Materials for Your Information

Please find attached the following materials for your information:

- 1. A memo from Michael Cowin, Assistant City Manager, regarding an Imperial Site Project update
- 2. A memo from Gary Fenton, Recreation and Parks Director, regarding an operational update
- 3. A memo from Gary Fenton, Recreation and Parks Director, regarding the Sports Connection proposal that was received
- 4. A memo from Gary Fenton, Recreation and Parks Director, regarding the replacement of community pool and Eppes Recreation Center capital Projects
- 5. A memo from Gary Fenton, Recreation and Parks Director, regarding Town Creek Bridge renovations
- 6. A memo from Gary Fenton, Recreation and Parks Director, regarding beach volleyball project update
- 7. A memo from Gary Fenton, Recreation and Parks Director, regarding Sycamore Hill Gateway Plaza update
- 8. A memo from Gary Fenton, Recreation and Parks Director, regarding Adventure Park and Primitive Trail update
- 9. A letter from Scott Elliott, Pitt County Manager, regarding the "For Pitt's Sake, Recycle Right" campaign

mc

Attachments





To: Ann Wall, City Manager
From: Michael Cowin, Assistant City Manager
Date: July 1, 2020
Re: NTC – Imperial Project Update

Attached is an email from Seacoast Communities in regards to the status of the Imperial project. As referenced in your June 9, 2020 email to Council, COVID-19 has significantly impacted Seacoast's ability to meet the requirements of the original approved development agreement. Such impact has necessitated the need to consider an amendment to the contract to allow an extension on the time frame requirement for the Phase One Hotel and to allow for the Phase Two Market Rate Housing to be accelerated so as to move parallel to Phase One. The amendment to the contract will be presented to Council for approval at the August 13, 2020 Council meeting. A copy of the amendment is attached with this memo.

Although COVID-19 has been a setback, Seacoast continues to move forward with both phases of the project as detailed in the attached project status update. In summary, Developer funding for the Phase Two Market Rate Housing is moving forward with the goal to get financing as soon as possible after an amendment has been approved. In addition, Seacoast plans for the development cycle of the Phase One Hotel to start this fall with the securing of a hotel flag. Both phases will move together so as to be able to gain economies of scale and reduce the overall cost of construction.

With regard to the historic office building, Seacoast has requested that the requirement to develop the building be removed from the development contract. The attached contract amendment reflects this request. As detailed in your June 9, 2020 email to Council, the City had an independent structural analysis of the building performed in June. The review in essence stated that rehab of the building would be a difficult and possibly infeasible challenge. Based on the structural analysis, Seacoast has determined that it is cost prohibitive to move forward with that part of the project. A copy of the structural analysis report is attached with this memo.

As Seacoast moves forward with financing of the Phase Two Market Rate Housing and discussions to nail down the flagship of the Phase One Hotel, it will be imperative that they have in hand an amended development contract that reflects realistic, COVID-19 adjusted times frames for project completion. Staff will prepare the agenda item related to the contract amendment for the August 13, 2020 City Council agenda. Staff will also continue to be in close communication with the Seacoast to ensure that both Phase One and Phase Two stay on schedule and in compliance with the amended contract. Please let me know if you have any questions. Thanks.

#### **Michael Cowin**

From:	Rick Banning <rick@seacoastcommunities.com></rick@seacoastcommunities.com>
Sent:	Tuesday, June 30, 2020 10:31 PM
То:	Jim Blount; Michael Cowin
Subject:	Imperial Project
Attachments:	Imperial Contract Amendment-1_redline_v3.docx; Imperial Contract
	Amendment_clean.docx

Michael,

This is a follow up email per our conversation last week updating you on the Imperial Development Project. We appreciate the city's cooperation in extending the diligence period and our team is moving forward with the project, assuming the attached amended agreement will be approved at the August council meeting. Due to Covid 19 crisis, we have accelerated the multi-family phase with plans in the works to obtain HUD market rate financing. Our preliminary meetings with HUD have been very positive and we are now preparing for our first formal meeting expected within the next 60 days. As conventional financing is limited in today's environment the HUD lending program stands to be a strong and viable funding source. Many developers are now considering the HUD option and thus we are moving forward asap to get funding earmarked for this project. We expect to have financing in place and break ground within eighteen months with completion expected mid-2023.

Regarding the hotel phase, we are still moving forward and taking a parallel approach with the multi-family component. The hospitality industry has been hardest hit with the Covid 19 crisis but anticipate the market will start picking back up in the next 6-10 months with a full recovery within 2 years. With that said, we are planning the development cycle of the hotel to start this fall in securing a franchise flag with plans secure financing within 8-12 months. We expect to break ground on the hotel at the same time as the multi-family. By paralleling these projects, we will be able to gain economies of scale and reduce our overall construction cost which is critical to the financial feasibility of this initiative.

Regarding the Imperial office building, it was unfortunate that arson has left the building in disrepair. The building is deemed no longer viable to restore and should be demolished. In anticipation of the demolition, we are modifying our building and site design to more effectively utilize that area. The final results will ultimately allow for better connectivity and a more attractive project design.

Again - Given the current economic conditions and timing, we feel it is critical to proceed with these changes assuming the city and council concur and will approve accordingly at the August council meeting.

We remain committed and optimistic about Greenville and look forward to our continued relationship.

Thank you, Rick Banning Jim Blount Seacoast Communities, LLC City of Greenville Summary of Proposed Amendment to Imperial Development Agreement June 9, 2020

- Date of Original Approved Agreement (i.e. Effective Date): February 20, 2020
- Proposed Amendments to the Original Approved Agreement:

	Term	Original Agreement	Amended Agreement
1.	Closing on Phase 1 Property (Hotel)	One Year From Date of Agreement (2/20/21)	Twenty-Four Months From Date of Agreement (2/20/22)
2.	Closing on Phase 2 Property (Market Rate Housing)	No Earlier Than the Point At Which Phase One is 80% Complete	Twenty-Four Months From Date of the Agreement (2/20/22)
3.	Buyer Due Diligence Period	One Hundred Twenty Days From Date of Agreement (6/19/20)	Two Hundred Forty Days From Date of Agreement (10/20/20)
4.	Retail Square Footage as Part of Phase 2 Project (Market Rate Housing)	Minimum of 1,200 Square Feet	No Minimum
5.	Imperial Historic Building	<ul> <li>Developer Shall Retain, Stabilize, and Improve Appearance of the Building</li> <li>Developer Shall Restore and Place Into Service Based on Ability to Secure Public Funding</li> </ul>	<ul> <li>Amended as Follows per Request of the Developer:</li> <li>No Requirement to Retain, Stabilize, and Improve Appearance of Building (i.e Requirement Deleted)</li> <li>No Requirement to Restore and Place Into Service Based on Ability to Secure Public Funding (i.e. Requirement Deleted</li> <li>(see note below)</li> </ul>

Note: The Developer has Requested the Building be Removed by the City Prior to Conveyance of the Phase Two Property, Which per the Amended Agreement is to Occur On or Before 2/20/22 (See #2 Above)

THIS AMENDMENT TO AGREEMENT, made and entered into this \_\_\_\_\_day of June, 2020, by and between SEACOAST COMMUNITIES, LLC, a Delaware limited liability company, Party of the First Part and hereinafter sometimes referred to as the "Buyer", and the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter sometimes referred to as the "Seller".

#### WITNESSETH:

WHEREAS, the parties hereto entered into an Agreement dated February 20, 2020, relating to the sale and purchase and development of property known and designated as Phase One property (1) described as 2.06 acres and Phase Two property (2) described as 3.68 acres, which are more particularly described in Exhibit A of the Agreement and which are located in the City of Greenville, North Carolina, said Agreement being hereinafter referred to as the AGREEMENT; and

WHEREAS, the COVID-19 pandemic has created a significant healthcare emergency across the United States of America, including the State of North Carolina, and the City of Greenville; and

WHEREAS, the Governor declared a state of emergency on behalf of the State of North Carolina on March 10, 2020 and the said state of emergency thereafter placed significant restrictions on public gatherings, public activities, employers, and local commerce; and

WHEREAS, the healthcare crisis created by the COVID-19 pandemic and the economic restrictions as so included in the state of emergency have adversely impacted the Buyer's ability to meet the timeline requirements included in the AGREEMENT; and

WHEREAS, purchase terms as included in Exhibit D of the AGREEMENT require the Buyer to retain, stabilize, and improve the appearance of the Imperial Historic Office Building to be consistent with the historic character of the building; and

WHEREAS, purchase terms as included in Exhibit D of the AGREEMENT require the Buyer to restore the Office Building and place it into service for an office or other commercial use contingent on the Buyer's ability to secure public funding to assist with the building's renovation: and

WHEREAS, on May 14, 2020 the Office Building was set on fire in an act of arson whereby the building was totally engulfed by fire with the interior of the building, all windows and doors, and the entire roof structure being destroyed; and

WHEREAS, an independent, post fire visual condition assessment of the Office Building found that due to the fire, the rehabilitation and reconstruction of the building will present a difficult and possibly infeasible challenge, and that the structure was damaged beyond repair, with only the exterior walls of the structure remaining intact, and that unless the City of Greenville has a significant reason for trying to preserve the facility, demolition of the structure would be the most practical approach to avoid the significant costs and many complications associated with restoration of a structure damaged to this extent; and

WHEREAS, the Buyer has requested, based on the current state of the Office Building as a result of the fire and the Buyer's position that the future development of the Office Building would be cost prohibitive to pursue, that the AGREEMENT be amended to remove the purchase terms related to the Office Building as included in Exhibit D of the AGREEMENT; and

WHEREAS, the parties desire to amend the AGREEMENT relating to the required timing of performance of the development phases as included in the AGREEMENT and the development of the Historic Office Building as included in the AGREEMENT.

NOW, THEREFORE, the parties hereto agree to amend the AGREEMENT as follows:

1) The AGREEMENT is amended by rewriting section 3, paragraph one, so that it shall read as follows:

<u>Closing</u>. Closing of the sale and purchase of Phase One of the Property 3. pursuant to this Agreement ("Closing") shall take place in Greenville, North Carolina at the offices of Buyer's attorney or the Escrow Agent during normal business hours. The Closing shall take place on a regular business day on or before the date that is twentyfour (24) months following the Effective Date of this Agreement. Additional contractual obligations and commitments which are accepted and agreed to by the Buyer as of the closing are specified in Exhibit C of this document. Closing of the sale and purchase of Phase Two of the Property pursuant to this Agreement ("Closing") shall take place at the offices of Buyer's attorney or the Escrow Agent during normal business hours. The Closing on the Phase Two property shall occur no later than twenty-four (24) months following the Effective Date of this Agreement. The Closing shall take place on a regular business day. Additional contractual obligations and commitments which are accepted and agreed to by the Buyer as of the Phase Two closing are specified in Exhibit D of this document. Prior to closing Seller is responsible for all public investments specified in EXHIBIT E of this Agreement.

2) The AGREEMENT is amended by rewriting section 5a so that it shall read as follows:

a. <u>Study Period</u>. Buyer's obligation to purchase the Property is contingent upon Buyer's completion of Buyer's review of the Property to Buyer's satisfaction on or before the date which is two hundred and forty (240) days following the Effective Date (the "Study Period"). Such review and investigation shall be conducted at Buyer's sole cost and expense. Buyer may terminate this Agreement at any time prior to 5:00 p.m. on the last day of the Study Period by written notice to Seller. If this Agreement is so terminated by Buyer prior to the end of the Study Period, the Deposit shall immediately be refunded to Buyer, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity, to each

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other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

3) This AGREEMENT is amended by rewriting section 5b, paragraph one, so that it shall read as follows:

Development Approvals Contingency. Buyer shall have an initial period b. of twenty-four (24) months following the Effective Date, as may be extended (the "Approvals Period"), to acquire all approvals for Phase One, and a period of twenty-four (24) months following the effective date, as may be extended (the "Approvals Period"), to acquire all approvals for Phase Two, including grading, foundation and building permits, that Buyer deems necessary or desirable for the development of the Property as set forth on the Master Plan (each hereinafter an "Approval," and collectively the "Approvals"). If Buyer determines one or more Approvals related to the development of the Property under the Master Plan are required or desired, but have not yet been obtained during the initial Approvals Period, then so long as Buyer diligently commences to obtain such Approval(s) and thereafter prosecutes such Approval(s) in a commercially reasonable manner, the last day of the Approvals Period may be extended by two (2) ninety (90) day extensions of the Approvals Period. To exercise each extension option, prior to the expiration of the Approvals Period (as it may be extended), Buyer shall (i) notify Seller and the Title Company of such exercise, and (ii) increase the Deposit by an additional Ten Thousand Dollars (\$10,000.00) deposit credited for each Extension Option exercised. Upon exercising any of the extensions provided above, Buyer shall deliver to Seller upon Seller's reasonable request, periodic updates regarding Buyer's acquisition of the remaining requested Approvals. Seller's obligation to grant any further extensions above is conditioned upon a showing that Buyer has pursued the Approvals in a commercially reasonable manner.

4) The AGREEMENT is amended by rewriting Exhibit C, bullet point one, so that it shall read as follows:

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• Buyer shall apply for a building permit for the project no later than twenty-four (24) months of the approval date of the Agreement by City Council. In the event a building permit for the project is not applied for within the twenty-month period, the City, in its sole discretion, may refund any payments made by Buyer less the amount of the deposit and the ownership of the property will revert to the City.

5) The AGREEMENT is amended by rewriting Exhibit D, bullet point one, so that it shall read as follows:

• Buyer shall apply for a building permit for the project no later than twenty-four (24) months of the approval date of the Agreement by City Council. In the event a building permit for the project is not applied for within this period, the City in its sole discretion may refund any payments made by Buyer less the amount of the deposit and the ownership of the property will revert to the City.

6) The AGREEMENT is amended by rewriting Exhibit D, bullet point six, so that it shall read as follows:

• Buyer shall not be required to include square feet of retail, office, and/or other commercial space as a component of the market rate housing development(s).

7) The AGREEMENT is amended by rewriting Exhibit D, Section "Imperial Historic Building", bullet point one, so that it shall read as follows:

• As part of the conveyance of the Phase Two property, the City shall convey to the Developer Pitt County tax parcel 34561, otherwise known as the Imperial Historic Building site.

8) The AGREEMENT is amended by rewriting Exhibit D, Section "Imperial Historic Building", so that the following bullet points are deleted:

- The Developer shall retain, stabilize and improve the appearance of the building to be consistent with the historic character of the building.
- The Developer shall restore the building and place it into service for an office or other commercial use contingent on the Developer's ability to secure public funding to assist with the building's renovation. Public funding may include, but not be limited to, federal and state historic tax credits. City of Greenville facade improvement grant(s), and potential local property tax incentives that may result from the Developer applying for, and the building receiving, the designation of a local historic landmark.

9) The AGREEMENT is amended by rewriting Exhibit E, bullet point 2, so that it shall read as follows:

- Subject to a public hearing and the majority vote of the City Council, after consideration of all comments at the public hearing, the City shall award an annual Capital Investment Grant (the "Grant") to the developer of the hotel (the "Hotel Developer") equal to seventy five percent (75%) of the annual City property taxes paid by the Hotel Developer on the hotel property for a period of twelve fiscal years, contingent upon the following requirements:
  - Phase One shall be complete with the issuance of a Certificate of Occupancy and issuance of a Statement of Acceptance and Completion to the Hotel Developer by the City.
  - Phase One shall be developed in compliance with the additional Phase One purchase terms applicable to the hotel development as set forth in Exhibit C of this Agreement.
  - The Hotel Developer's investment in the hotel shall be greater than or equal to fourteen million dollars (\$14,000,000).
  - The Hotel Developer shall submit application for building permit for the project within twenty-four (24) months of the approval date of the Agreement by City Council.

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10) The AGREEMENT is amended by rewriting Exhibit E, bullet point 3, so that the following bullet point is deleted:

- Subject to a public hearing and the majority vote of the City Council, after consideration of all comments at the public hearing, the City shall award an annual Capital Investment Grant (the "Grant") to the developer of the historic office building (the "Office Developer") equal to seventy five percent (75%) of the annual City property taxes paid by the Office Developer on the historic office building for a period of ten (10) fiscal years, contingent upon the following requirements:
  - The Office Developer shall rehabilitate and restore the building and place it into service for an office or other commercial use.
  - o The building shall not be used for a residential purpose.
  - The building shall be developed in compliance with the additional Phase Two purchase terms applicable to the building as set forth in Exhibit C of this agreement.

At any time during the grant period the building does not operate for an office or other commercial use then the Capital Investment Grant shall be terminated.

The Office Developer must submit proof of payment of annual City property taxes before remittance of the annual grant to the Developer. Each annual grant shall be paid by the City to the Office Developer within thirty (30) days following the provision of such proof of payment.

11) All remaining terms and conditions of the AGREEMENT not amended by this Amendment to Agreement shall remain in full force and effect.

IN WITNESS WHEROF, the parties hereto have executed this Amendment to Agreement in duplicate originals, one of which is retained by each of the parties, as of the day and year first written above.

#### CITY OF GREENVILLE

BY: \_\_\_\_\_(SEAL)

P.J. Connelly, Mayor

(SEAL)

ATTEST:

BY: \_\_\_\_\_

Valerie Shiuwegar, City Clerk

#### SEACOAST COMMUNITIES, LLC

BY: \_\_\_\_\_(SEAL)

Richard Banning, Manager

## Hazen Technical Memorandum

June 4, 2020To: Kevin Mulligan, Greenville, NC Public Utilities DirectorFrom: Christopher T. Phillips, P.E., Vice President

#### Re: Post Fire Visual Condition Assessment of Imperial Tobacco Office Building, Greenville, NC

#### Introduction

On Wednesday, May 27, 2020, Hazen personnel visited Greenville, North Carolina. The purpose of this visit was to conduct a limited visual assessment of an aged building near the downtown area of Greenville. The building was the former Office Building for Imperial Tobacco. The building was totally engulfed by fire on Thursday, May 14, 2020. The interior of the building, all windows and doors, and the entire roof structure were destroyed by the fire. The remaining structure consisted of the exterior masonry superstructure and below grade masonry walls within the basement of the building.

#### **Construction of The Imperial Tobacco Office Building**



Figure 1 – Exterior View of Damaged Structure

The Imperial Tobacco Building (Figure 1) was over 75 years old based on the type of construction and known history of the facility. No construction drawings of the structure or any subsequent records of modifications or inspections were provided. The structure currently is located on property owned by the City of Greenville. The structure is approximately 38 feet square in plan and approximately 50 feet tall. The building was constructed of walls consisting of load bearing clay masonry (brick) approximately three wythes thick. No reinforcement was present in the walls of the superstructure. The brick walls extend below grade to form a partial basement over at least half the footprint of the building. In addition to the basement, the building consisted of a first floor, a partial second floor, and a

roof. All components of the interior structure above grade consisted of wood construction, including stud walls, wood joists and plywood floors as the first floor, second floor, and roof superstructure elements. Interior walls below grade in the basement consisted of both brick walls and wood stud walls. Foundations were not exposed, but the basement floor consisted of a concrete slab. The wood floor joists and roof joists were supported by the exterior and interior brick walls and stud walls. The joists were partially embedded into blockouts in the brick walls. Large window and door openings were framed with wood including wood lintels over the openings. Smaller windows were wood framed with steel plate lintels over the openings.



#### **Observed Condition of Damaged Building**



Figure 2 – Debris Covered Interior

The entire interior of the building was totally destroyed by the fire. All wood components including floor joists, floor surfaces, interior stud walls, roof joists, and roof surfaces have been totally consumed and destroyed. The only remaining intact components of the building are the exterior brick walls of the structure. Isolated floor joists observed from below in the basement area have survived, but the floor plywood panels spanning between the joists were very soft and unlikely salvageable. The extent of the first floor that possibly survived the fire cannot be determined as the entire floor area is covered with debris (Figure 2). No portion of the second floor or the roof has survived. Only the embedments in the exterior walls that supported the floor joists

and roof joists remain. Some roof flashing draping from the walls that functioned as a parapet over the roof surface also remains, but is significantly damaged and cannot be reused.





While the basic shell of the masonry superstructure remains intact, significant smoke damage as well as structural damage has occurred. Extensive spalling and cracking of brick was observed, especially at openings and in areas where major component damage has occurred. As many of the wider doors and windows were spanned with wood lintels, the fire damage to these lintels led to brick and mortar damage as well (Figure 3). Likewise, extensive damage has occurred adjacent to door frames that were destroyed (Figure 4). While brick masonry

can be resistant to fire damage and is considered a non-combustible material, the cracking and

spalling observed can occur due to the damage induced on combustible components within the structure. Damage can also occur when masonry is subjected to high heat and moisture within masonry vaporizes and induces cracking and spalling. This type of damage was also observed. Mortar can also experience damage from these same type issues, and extensive mortar spalling and dislodging was observed. In the current condition, the structure is not safe for entry and should remain isolated and locked. A chain link fence remains around the perimeter of the area, and the access gate should remain locked.

## Hazen

#### Ability to Preserve Existing Building

The extent of damage to the Imperial Tobacco Building and the age of the structure will complicate the possibility of preserving the remaining superstructure and restoring the building. As the structure was designed and constructed many years prior to the current more restrictive code requirements, the building does not meet current code provisions. Design and construction practices at the time of the building construction did not prioritize lateral support of structures for resistance to wind and seismic loads in

comparison to current practice. The current code requires more strict consideration of these structural systems and requires that modifications to existing structures include these provisions when structures are upgraded or rehabilitated. The components that assist the building superstructure in resisting lateral loads from wind and seismic events, mainly the floor and roof systems, have been destroyed. Therefore, to preserve the remaining components of the building, the building code would require that the entire structural system be brought into compliance with the current code provisions.



The existing superstructure is unreinforced brick masonry and does not comply with these requirements. The likely approach to retain the brick walls of the structure would involve design and construction of an independent system within the shell of the structure, likely a structural steel or concrete frame, to support the building in accordance with the current building code requirements. The new frame would support the new roof and all floors and would attach to the remaining brick superstructure. The remaining brick would remain only as a veneer to the building. However, even as a veneer the brick walls would require strengthening and repair to allow the walls to transfer the lateral loads to the new frame. All other necessary systems within the building such as electrical, HVAC, plumbing, mechanical, etc. would also be affected by the attempt to preserve the walls of the structure. The presence of hazardous materials could further complicate this approach. The concept described would likely cost more than totally removing the building and constructing a new building with current code compliance.

#### **Conclusions and Considerations**

Based on the damage suffered by the Imperial Tobacco Office Building as a result of fire and the unknown conditions due to the age of the structure as well as the lack of information on the construction of the building, the City of Greenville faces a decision regarding whether to attempt to preserve the remains of the building and repair and reconstruct the building, or demolishing the damaged facility in its entirety. Unless some significant reason exists to attempt to preserve the structure, the building should be demolished. However, if the City of Greenville chooses to evaluate further the potential of preserving and reconstructing the remaining building, the following items should be considered:



- If a renovation is considered, the means of renovating should be evaluated by an architectural firm with specific expertise in renovation of older superstructures of this type. A firm of this type expertise should be retained by the City of Greenville prior to proceeding with possible rehabilitation of the building.
- Extensive materials testing of the remaining brick and masonry will be needed to confirm the condition of the remaining components and determine if the materials are adequate for preservation.
- Extensive testing by a hazardous materials specialist will be needed to determine the extent of asbestos, lead, or any other potentially hazardous materials remaining in the structure, requiring specialized demolition and abatement.
- Temporary means of stabilizing the remaining superstructure elements will be required prior to removing the debris within the structure and proceeding with cleaning, materials testing, and repair of the remaining elements. This stabilization process will be extensive, difficult, and costly, as the bracing will have to occur from the exterior of the structure prior to allowing interior removal of the debris and repair of the damaged areas. The bracing will have to remain in place until the brick is repaired and the permanent means of supporting the structure is completed.
- A comprehensive structural evaluation will be required after stabilizing the structure, removal of all debris from within the structure, and cleaning of the remaining structure.
- All wood members attached to or embedded within brick masonry must be totally removed and replaced with masonry or possibly concrete. These members include the wood strips placed in joints at intermittent locations along the vertical height of the walls, all wood lintels above

doors and windows, etc. Some means of stabilizing the openings and damaged areas must be constructed to ensure the stability of the walls prior to removal of the wood members (See Figure 5).

• All electrical, HVAC, plumbing, and mechanical components remaining in the structure must be totally removed prior to the renovation. These renovations include the roof drains partially embedded within the brick wall. The roof drain piping must be removed, and the voids repaired.



• All damaged areas of masonry must be repaired and replaced as needed prior to proceeding with renovation of building.

## Hazen

• As stated previously, preservation of the brick exterior walls will likely require the installation of a braced structural steel or concrete frame within the structure to support the vertical and lateral loads in accordance with the provisions of the current building code. This installation will require construction of foundations to support the columns of the frame. The foundations must be installed at or below the basement level of the structure. Without knowledge of the foundation of the existing structure, extensive demolition and analysis will be required to determine the means for supporting the frame. A geotechnical investigation will also be required. If the original drawings or any other documentation exists regarding the construction of the building, this information would be an asset in determining the feasibility and best approach for installing the frame.

As summarized herein, rehabilitation and reconstruction of the Imperial Tobacco Office Building will present a difficult and possibly infeasible challenge. The structure was damaged beyond repair, with only the exterior walls of the structure remaining intact. These walls have suffered significant damage and will require major rehabilitation and restoration for continued use. This level of damage combined with the age of the facility and the lack of information on the construction of the building greatly complicates the ability to adequately evaluate and determine the best approach for preservation. The restrictions of the current building code further complicate the restoration approach as the restored building will have to comply with these current code provisions. Unless the City of Greenville has a significant reason for trying to preserve the facility, demolition of the structure would be the most practical approach to avoid the significant costs and many complications associated with restoration of a structure damaged to this extent and of this era of construction. Please advise if additional input is needed.





To: Ann Wall, City Manager

From: Gary Fenton, Director of Recreation and Park

Date: July 1, 2020

**Re:** NTC – Recreation & Parks Operational Update

Recreation and Parks operations have been limited by COVID-19 since March 16<sup>th</sup>, when all indoor recreation facilities closed to the general public. Most indoor facilities still remain closed, but staff have been working diligently to re-organize various programming opportunities for the community. What follows is a brief overview and update on various departmental operations.

#### Summer Camps:

A very popular service, our all day summer camps, has been re-organized due to safety measures needed to help curb the spread of COVID-19. These camps, for ages 5-12, are being offered at South Greenville Recreation Center, H. Boyd Lee Park and Greenfield Terrace. They begin at 8:00am and end at 3:00pm, Monday through Friday. Traditionally these camps include various field trips, but due to safety measures, the only off-site facility participants will visit is the Community Pool. Other safety measures include temperature checks for employees and participants, employee face coverings when social distancing can't be met, and educating campers daily on social distancing and good hygiene. Camps began the week of June 22<sup>nd</sup> and operate through July 31<sup>st</sup>.

Other summer camps include two ½ day camps for individuals with disabilities located at the Drew Steele Center. Sessions are limited to 15 participants.

#### **Community Pool:**

The Community Pool is open and operating during the following hours:

Monday, Wednesday, Friday	1:30pm - 5:00pm
Tuesday, Thursday	1:30pm - 7:00pm
Saturday	11am - 4:30pm
Sunday	1pm - 4:30pm

Several safety measures have been implemented, and attendance is capped at 50 (about ½ the normal capacity). Swimming schedules come in two hour blocks, with swimming permitted for 90 minutes. After that, pool staff clean and sanitize the entire facility, and another two hour block begins after sanitizing is completed.

#### Aquatics & Fitness Center:

The Aquatics staff are managing the Aquatics & Fitness Center's indoor pool, which is open by appointment only. Initially opening June 1<sup>st</sup>, the pool accommodates 9 swimmers at a time and appointments are available seven days a week. As with the Community Pool, several safety measures are in place. Swimmers can sign up for a 50 minute time block. So far, about 100 "pool only" memberships have been sold and staff anticipate an increase during July. All other components of the fitness center remain closed, but staff are prepared to open the facility whenever permitted to do so.

#### Jaycee Park Center:

The Jaycee Park Center has been opened since June 15<sup>th</sup> for arts & crafts with Pottery Club Members able to sign up to work on their projects in a two hour block. All participants wear masks during their visits. The facility currently averages 8-10 visitors per week, and that will grow as a few other arts-related services begin later this month.

#### **Carpool Cinema:**

One other impactful item is the Carpool Cinema "drive-up" Movie in the Park program. This event, which requires attendees to remain in or by their vehicles, provides an outdoor movie experience for the community while also keeping everyone safe. The remaining schedule for the Carpool Cinema summer series is listed below:

July 10 – *SHAZAM*! (PG -13) at Jaycee Park July 17 – *Playing with Fire* (PG) at Boyd Lee Park July 24 – *Sonic the Hedgehog* (PG) at Greenfield Terrace July 31 – *Aladdin* (PG) at Jaycee Park August 7 – *Moana* (PG) at Boyd Lee Park



Recreation and Parks staff will see many changes as we work through the summer and prepare for what our fall services may look like. A programming committee has been established to conduct research and address challenges we may face in the fall. As changes to our operations take place, we will continue to provide updates whenever possible.

Please let me know if there are any questions.





To: Ann Wall, City Manager
From: Gary Fenton, Director of Recreation and Parks F
Date: July 1, 2020
Re: NTC – Sports Connection; Proposal Received

The City has been approached by a local non-profit agency with a proposal to lease, improve and operate the Sports Connection, located at 1701 East 14<sup>th</sup> Street, here in Greenville. The Sports Connection currently includes a gymnasium with a carpeted floor that is rented for use by the public. The facility also has baseball batting cages where the public can buy tokens for batting practice.

The local non-profit has proposed a lease that would provide them sole use of the facility to operate youth mentoring and instructional programming centered around basketball, life skills, and faith. The non-profit's goal would be to help and inspire children of Greenville and Eastern North Carolina to become better people through basketball. As part of the lease, the non-profit is proposing an up-fit to the property with the addition of a second basketball court and additional basketball goals.

Since the proposal involves a city-owned facility, it is necessary to issue a *Request for Proposals* (RFP), in order to consider whether accepting such an offer, from this non-profit or another, might make sense. This is similar to what was done in 2013-14 when the City was researching the possibility of a non-profit leasing, renovating and operating the City's old teen center, located behind the Sports Connection in the Perkins Complex. That process resulted in the facility being leased to and operated by the *Magnolia Arts Center*, an organization working "to educate, entertain, and enrich our community by producing quality theater and performing arts programs that are diverse and inclusive."

The Sports Connection is an aging facility in need of significant capital work – indoors and out – including batting cage and machine replacements, ADA modifications, restroom renovations, painting, parking lot improvements, and HVAC work. Approximately \$398,000 in facility improvement projects (FIP) have been identified. Currently the annual cost of operating the Sports Connection is approximately \$69,000 with annual revenues of approximately \$44,000.

Staff plans to submit the RFP to the public in early July. The RFP will be available to the general public for consideration for approximately two weeks. At the end of the submission period, all valid proposals will be evaluated and a recommendation prepared for Council. Please let me know if there are any questions.





To: Ann Wall, City Manager
From: Gary Fenton, Director of Recreation and Parks F
Date: July 1, 2020
Re: NTC – Replacement of Community Pool and Eppes Recreation Center Capital Projects

The City of Greenville's 2020-21 Adopted Budget includes recurring appropriations to fund the replacement of the community pool and improvements to the Eppes Recreation Center. The following provides an overview of the projects and a projected timeline moving forward:

#### Replacement of Community Pool:

The scope of the project includes the replacement and relocation of the community pool currently located in at Guy Smith Stadium. The proposed pool amenities include a competition lap pool, a separate zerodepth entry pool with multi-feature play structure, shade structures, changing rooms and a concessions area. Staff has identified two sites within West Greenville as potential locations for the new pool. The locations are as follows:

- Eppes Recreation Center on the north side of the property where the tennis courts are located (priority site #1)
- City lot located at Albemarle Avenue and Carolina Avenue (priority site #2)

Three maps detailing the current location and the two proposed locations are attached with this memo.

Over the next several months staff will be performing a significant amount of planning work related to the project with the goal of awarding project design in September. The following is a timeline of the planned activities:

#### July 2020:

During the month of July, staff will present information related to the pool project to the community using various platforms. From these information sessions, staff hopes to receive feedback from the community relative to the proposed pool amenities and location. The following is a list of proposed activities:

• Staff will be present at the community pool from 2:00 pm to 4:00 pm on Wednesday, July 15<sup>th</sup> and Saturday, July 18<sup>th</sup>. At that time staff will have a display of the proposed locations and a list of proposed pool amenities for patrons of the pool to view. Staff will also ask input from pool patrons during those times.

- Staff will conduct several Zoom meetings where a presentation on the community pool will be provided. The public will also have an opportunity to offer feedback. Dates and times are to be determined. Staff will communicate this information to Council and the community well in advance of the Zoom meetings.
- A recorded copy of the Zoom meeting will be placed on the City's website for public display. Staff will also provide information related to the project on social media and seek input.
- Staff will coordinate various meetings with members/groups of the West Greenville community to provide yet another opportunity for residents to offer input.

During the month of July staff will also be performing a site feasibility study on both proposed locations. Together with the feedback from the information sessions, the feasibility study will provide the basis for staff's recommendation as to the location of the new pool.

#### <u>August 2020:</u>

At Council's August workshop, staff will present an overview of the feedback received from the July information sessions as well as the results of the site feasibility studies. Based on this information, staff will make a recommendation as to the location of the new pool. With guidance of Council, staff's goal would be to issue a Request for Qualifications (RFQ) for the design of the pool later that month.

#### September & October 2020:

During the month of September staff would receive bids for design through the RFQ process and evaluate the bids for award. Staff's goal is to bring forward to Council at its regularly scheduled October meeting an award for design of the pool. Upon approval by Council, staff would move forward to negotiate a contract with the approved design firm. With design approved in October, it is staff's hope that the City will be in position to issue the contract for construction in spring/summer of 2021.

As with any project of this magnitude there are a lot of moving pieces. However, staff's priority is to keep this project on task and to be in a positon to move it to construction by the spring of 2021.

#### Eppes Community Center Enhancements:

The scope of the project is to add a teen lounge to the center and relocate the front entrance. The following is a short description of each component:

#### Teen Lounge:

The teen lounge will provide youth a secure place to play video/board games and socialize with friends. The setup of the center will be similar to that of the South Greenville Recreation Center.

#### Relocation of Front Entrance:

The relocation of the front entrance is intended to ensure security of the facility. Currently there are several entrances to the center with no one true front entrance. With the relocation of the entrance, all

visitors and staff will pass through security checkpoints, much like that in place at the South Greenville Recreation Center

Staff's intention is to move this project along at the same pace as the pool replacement project. Therefore, staff will be following the same schedule as that described in the previous section related to the replacement of the community pool. Discussions related to the Eppes Center enhancements will be a component of the information sessions held in July. Staff will also be meeting with representatives of the Eppes Alumni Association to gather their input relative to the proposed enhancements.

At Council's August workshop, staff will present an overview of the feedback received from the July information sessions. With guidance of Council, staff's goal would be to also issue a Request for Qualifications (RFQ) for design in August. Staff would then look to bring forward to Council at its regularly scheduled September meeting an award for design. Upon approval by Council, staff would move forward to negotiate a contract with the approved design firm. The intentions of staff would be to have a contract for design signed by October of 2020.

In summary, both the relocation of the community pool and the Eppes enhancements represent two signature projects for the Recreation and Parks Department over the next sixteen months. Both projects will add significant value to the West Greenville community. Staff will remain focused to keep the projects moving and to engage the community each step of the way. Please let me know if you have any questions. Thanks











To: Ann Wall, City Manager
From: Gary Fenton, Director of Recreation and Parks F
Date: July 1, 2020
Re: NTC – Town Creek Bridge Renovations

Renovations to the Town Creek Bridge at the eastern edge of Town Common are well underway. The metal forms for the concrete decking are currently being installed, and the bridge's LED lights on the outside of the structure are now operational.

The lights will be illuminated starting this evening and continuing through July 7<sup>th</sup>, from 8:00 to 11:00 PM nightly. In celebration of Independence Day, the lights will be red, white and blue for the duration.

The illumination equipment installed will allow for hundreds of colors and color combinations. Staff will be displaying the bridge with various lighting schemes over the next several months so as to determine which lighting schemes work together and to get ideas as to color variations to use throughout the year to highlight special events happening across the City and community.



Additional lighting for "on-the-bridge events" will be installed inside the bridge after the concrete decking is in place, and shortly thereafter the bridge will be again open to pedestrian traffic.

Please let me know if there are any questions.





To: Ann Wall, City Manager
From: Gary Fenton, Director of Recreation and Parks
Date: July 1, 2020
Re: NTC – Beach Volleyball Project Update

Recreation and Parks was recently able to open the new beach volleyball facility at H. Boyd Lee Park. The four court facility is currently open for general public use with a maximum capacity of 25, due to current gathering limitations. At this time there is no ribbon cutting dedication set, but as gathering limitations allow, staff are considering planning a small event.

The courts will be managed by the Athletics Division staff. The original plan to implement programs at the facility has been delayed due to COVID-19 impacts, but plans are still in place for leagues and clinics to begin in spring 2021.

The facility will also provide an opportunity for Greenville to host various regional beach volleyball tournaments. The four court set-up will allow for a tournament participation of up to twenty (20) teams per age group, which will bring an economic impact to the community and allow "local players to stay local," instead of always traveling two hours or more to compete. We anticipate tournaments will also begin in 2021.



For now, the courts are open first come, first served. However, staff has developed a fee structure which will provide an opportunity for court rentals, as state restrictions allow, for birthday parties, team practices or general use. Reservations will also be managed by Athletics Staff and the procedure will be the same as it is for rentals of tennis courts, ballfields and other athletic sites.

Staff will provide updates to Council and the public when programming plans have been finalized and future tournaments are booked.

Please let me know if there are any questions.





To: Ann Wall, City Manager
From: Gary Fenton, Director of Recreation and Parks #
Date: July 1, 2020
Re: NTC – Sycamore Hill Gateway Plaza Update

Sycamore Hill Gateway Plaza construction is wrapping up at Town Common. Like the church that for more than a century stood at the corner of First and Greene, the Gateway project will stand for decades as a tribute to that church and the riverside community that bordered it.

A temporary certificate of occupancy has been issued and a majority of the final touches will be complete over the next couple of weeks.

Staff will begin planning for a small gathering in late July / early August to mark the completion of this project. Any gathering(s)



planned will be established to stay within the permitted attendance guidelines at that time. Staff will communicate the dates and times of any planned events to Council well in advance so that they may plan their calendars accordingly.

Please let me know if there are any questions.



To: Ann Wall, City Manager
From: Gary Fenton, Director of Recreation and Parks F
Date: July 1, 2020
Re: NTC – Adventure Park and Primitive Trail Update

In December, 2019, the City purchased new parkland with a lake on the north banks of the Tar River, for the development of an "adventure park." The site is accessible from the river but also from the north off Old Pactolus Rd, and is about a mile from the eastern end of River Park North. Since the property has been purchased, staff have been working with surveyors and engineers to develop construction plans for Phase 1 improvements.

#### Phase 1 Improvements -

Phase 1 includes a primitive trail extension at River Park North, a primitive trail around the lake at the new parkland (which will eventually connect to the River Park North trail), a parking lot, and a lakeside canoe/kayak launching area with a sandy beach.

Construction of the primitive trail extension at River Park North will begin this month, July 2020. Construction of the Phase 1 improvements at the adventure park will begin this September, once required permits have been obtained.

#### **Phase 2 Improvements**

Staff is applying for a NC Recreational Trails Program Grant to fund Phase 2 improvements. This phase will include a floating dock with a canoe/kayak launch and boat slips as well as three camping platforms. Construction on this phase is planned to begin in January/February of 2021.

#### **Phase 3 Improvements**

Will include sections of boardwalk and bridges to enable eventually joining the primitive trail segments together. The finished product will result in a primitive trail network that will connect River Park North to the adventure park and add almost 4 miles of waterside trail. The sections of boardwalk and bridges will be signature pieces that will serve our current citizens and help draw visitors to our park system and the City. Staff will begin design of Phase 3 this fall.

A map showing all phases is attached for reference.

#### **Adventure Park Naming**

Staff has begun to solicit community input on potential names for the adventure park. A couple of weeks ago a social media post provided information about the park and proposed future amenities and also asked

viewers to provide feedback as to a proposed name for the park. The following is a list of the over 30 responses received:

Emerald Riverfront Park	8
Emerald City Park	1
Mike Hamer Park	4
Hurit Park	3
Unity Park	2
Emerald City Nature Park	2
Tranquil Sands Waterfront Park	1
Green Place Park	1
North of the River Recreation	2
Tuscarora Park	4
Good Life Park	1
Midway Creek North	2
Pirate Bay	6
VilleOlpac Riverfront	2
Green Life Park	2

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Staff will reach out to additional community partners to gather input and will formulate a list of names that can be publicized for further consideration. In accordance with the naming policy, the name will appear on the City's website for 30 days prior to a public hearing by the Recreation and Parks Commission, who will then forward a naming recommendation to City Council for its consideration.

Please let me know if there are any questions.







#### PITT COUNTY OFFICE OF THE COUNTY MANAGER 1717 W. 5TH STREET GREENVILLE NORTH CAROLINA 27834-1696

GREENVILLE, NORTH CAROLINA 27834-1696 TELEPHONE: (252) 902-2950 FAX: (252) 830-6311 D. Scott Elliott County Manager scott.elliott@pittcountync.gov

June 25, 2020

Ms. Ann Wall, Manager City of Greenville PO Box 7207 Greenville, NC 27835

Dear Ann:

Pitt County Solid Waste & Recycling (SW&R) along with Eastern Carolina Vocational Center (ECVC) will begin to implement a new model for Pitt County's recycling program. This program will be coined with the new slogan "For Pitt's Sake, Recycle Right". From a budgetary standpoint, the County has incorporated the price increase for recycling requested by ECVC. As a result, the tipping fee paid to ECVC will increase from \$34.50 to \$100.00 per ton for all recyclables received from Pitt County and all its municipalities. The new pricing will become effective July 1, 2020.

There are two main reasons responsible for the increase in ECVC's tipping fee. One is contamination and the other is the marketability of recyclable materials. Contamination within the recyclables has increased from 7% in 2009 to 30% in 2019. Contamination costs the County a second tipping fee for disposal of these materials in the regional landfill. These items include but are not limited to items such as diapers, electronics, clothing and food waste. The second issue is the volatile markets for materials collected. Over the past few years commodity markets have shifted due to a number of reasons. China has banned many materials and markets have become saturated causing a reduction in the price of materials.

Due to the reasons stated, Pitt County SW&R will be rolling out its new "For Pitt's Sake, Recycle Right" campaign to educate the public on the new changes to the recycling program. Below are some of the steps that will be taken to rollout this plan:

- 1. Pitt County SW&R will mail out new informational post cards to each residential address. The post card will provide information regarding the limited recyclable items to be collected. This will include three categories: <u>Plastics</u>, <u>Metals</u> and <u>Paper</u> (See attached mailer to be sent out).
- 2. Pitt County SW&R with the help from the NC Division of Environmental Assistance and Customer Service (DEACS) will meet with the municipalities and train staff on the use of Oops Tags in curbside collection.
- 3. Pitt County SW&R will provide information for the municipalities to utilize to update websites and other information to the public. All websites, promotional and educational information needs to be consistent with the new recyclable items to be collected.
- 4. Media ads such as billboards, radio and television ads may used in the new campaign.

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