
REDEVELOPMENT



COMMISSION

MEMO

To: Redevelopment Commission Members
From: Tom Wisemiller, Economic Development Project Coordinator
Date: March 30th, 2017
SUBJECT: Redevelopment Commission Meeting

The Redevelopment Commission is scheduled to meet for a regular business meeting on Tuesday, April 4th, 2017 at the Greenville City Hall.

The main business item will be consideration of a new lease for 729 Dickinson Avenue. Staff had anticipated that RDC would consider this request in May or June, but the GO-Science/A Time for Science merger is proceeding faster than expected. In addition, the organization is partnering with the Pitt County Arts Council on a project that would utilize the garage bay portion of the building and that project is also rapidly moving forward.

Staff vetted the lease document with the RDC lease committee, GO-Science/A Time for Science board members, and attorneys for both parties. The lease language intends to address all concerns raised during discussions with these stakeholders.

We look forward to seeing you at the meeting. If you have any questions or need additional information, please call me at 329-4514.

Redevelopment Commission Meeting
Tuesday, April 4th, 2017 ~ 5:30 PM

City Council Chambers ~ 200 West 5th Street

Agenda

- I. Welcome
- II. Roll Call
- III. Approval of Minutes – March 7th, 2017
- IV. Consideration of New Lease for 729 Dickinson Ave
- V. Small Business Plan Competition Committee
- VI. Public Comment Period
- VII. Report from Secretary
- VIII. Comments from Commission Members
- IX. Adjournment

DRAFT OF MINUTES PROPOSED FOR ADOPTION
Redevelopment Commission
Meeting Minutes
Tuesday, March 7, 2017
Greenville, North Carolina

Present:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Angela Marshall | <input type="checkbox"/> Tracie Gardner | <input checked="" type="checkbox"/> Sharif Hatoum |
| <input checked="" type="checkbox"/> Jeremy King | <input checked="" type="checkbox"/> Patricia Dunn | |
| <input checked="" type="checkbox"/> Judy Wagner | <input checked="" type="checkbox"/> Richard Patterson | |

Absent:

- | | | |
|--|--|--|
| <input type="checkbox"/> Angela Marshall | <input checked="" type="checkbox"/> Tracie Gardner | <input type="checkbox"/> Sharif Hatoum |
| <input type="checkbox"/> Jeremy King | <input type="checkbox"/> Patricia Dunn | |
| <input type="checkbox"/> Judy Wagner | <input type="checkbox"/> Richard Patterson | |

Staff:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Merrill Flood | <input type="checkbox"/> Christian Lockamy |
| <input type="checkbox"/> McClean Godley (City Council Liaison) | <input checked="" type="checkbox"/> Betty Moseley |
| <input type="checkbox"/> Roger Johnson | <input type="checkbox"/> David Holec |
| <input checked="" type="checkbox"/> Tom Wisemiller | <input checked="" type="checkbox"/> Ben Griffith |
-

I. Welcome

II. Roll Call

III. Approval of Minutes – February 7, 2017

Motion was made by Mr. Patterson and seconded by Ms. Dunn to approve the meeting minutes for February 7, 2017 as presented. Motion carried unanimously.

IV. NCDOT Request for Temporary Construction Easement

Mr. Wisemiller stated that NCDOT is requesting a temporary construction easement for 0.017-acre frontage of 729 Dickinson Avenue. The easement is needed to complete TIP U-5606 roadway improvements. NCDOT is offering \$3,950 for the easement. Staff will coordinate with Go Science/A Time for Science concerning project impacts. Construction is expected to begin in 2018, right after the Tenth Street Connector project is finished. Road improvements to Dickinson Avenue from Reade Circle to Memorial Drive (approximately 2-miles) will include repair to the existing drainage, replacement of materials under pavement, repave the roadway, and realign the intersections. This project will also include some enhanced streetscape improvements from Reade Circle to Fourteenth Street. The City is planning to allot \$1-\$1.5 million. They are currently in the

design phase, which will include sidewalks, brick crosswalks, decorative streetscapes, landscape, and possibly a pocket park. City Council approved several right-of-way and temporary construction easement requests in February.

Staff recommends that the Redevelopment Commission grant a temporary construction easement to the North Carolina Department of Transportation upon property located at the southeast intersection of Dickinson Avenue and Ficklen Street, described in deeds recorded in Book 2818, Page 757 in the office of the Register of Deeds of Pitt County, a 0.017 acre easement, subject to approval of City Council.

GO Science/A Time for Science can still access their building from the Pitt Street side. Dickinson Avenue will be closed during this project.

Mr. King asked if \$3,950 was adequate compensation for the duration of the project.

Mr. Wisemiller replied yes.

Mr. King stated that Dickinson Avenue was not a City road, but a State road. This use to be a plank road in the 1800's that people used to travel to Raleigh.

Motion was made by Ms. Dunn and seconded by Ms. Marshall to grant a temporary construction easement to the North Carolina Department of Transportation upon property located at the southeast intersection of Dickinson Avenue and Ficklen Street, described in deeds recorded in Book 2818, Page 757 in the office of the Register of Deeds of Pitt County, a 0.017 acre easement, subject to approval of City Council. Motion carried unanimously.

Mr. King stated that he will sign the easement today.

V. Update on GO Science Lease

Mr. Wisemiller reported that the subcommittee met with Go Science/A Time for Science on February 20 regarding the lease. There should be one to two more meetings to follow. Lease conditions discussed so far include:

- Benchmarks
- Fundraising
- Daily attendance
- Program participation (including West Greenville)
- Annual report including audited financial statements
- Shared parking agreement
- Grant contingency

Staff will present the final lease to RDC for approval.

Mr. Hatoum stated that there is a plumbing issue in that building. It needs to be addressed in the lease. A Time for Science will come back with benchmarks that they feel are achievable.

Mr. Wisemiller stated that the benchmarks are in place to gauge if they are ready for ownership or self-sufficiency. They are still working out what the name of the organization will be and the structure of the organization.

Mr. King asked if they discussed the use of the bay area; are they ready to expand into it.

Mr. Wisemiller replied that the bay area had been cleared out. The new lease will address the whole building and not have provisions for the City to store vehicles in the bay area. Discussions regarding the use included an artisan's resident. That can be handled through a sublease; which will be approved by RDC.

Mr. Wisemiller stated that there will be an open house this weekend at the GO Science building.

Mr. King stated that he was receiving positive reports from neighboring businesses.

Mr. Hatoum replied that he felt very optimistic with the improvements.

Mr. King asked if the compensation from the easement was going into the RDC budget.

Mr. Wisemiller replied that he was not sure; he thinks it will go into General Fund.

VI. Public Comment Period

No comments were received.

VII. Report from Secretary

Mr. Wisemiller reported that there were no transactions this period.

VIII. Comments from Commission Members

Mr. Hatoum asked when the plumbing issues could be addressed.

Mr. Wisemiller replied that there were internal discussions regarding responsibility and past investments.

Ms. Dunn asked about the status of the theatre and when it would open.

Mr. King replied that they have to be open by March 2018.

Mr. King stated that he will leave the negotiation for the plumbing to the subcommittee.

IX. Adjournment

Motion was made by Mr. Patterson and seconded by Ms. Marshal to adjourn the Redevelopment Commission meeting at 5:56 PM. Motion carried unanimously.

Respectfully submitted,

Signature on file

Thomas G. Wisemiller,
The Economic Development Project Coordinator
City of Greenville Community Development Department

**STATE OF NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT made and entered into this ___ day of April, 2017, by and between the Redevelopment Commission of Greenville, a North Carolina corporation, (hereinafter "Lessor"), and Bray Hollow Foundation, Inc. d/b/a A Time For Science., a North Carolina nonprofit corporation, (hereinafter "Lessee").

In consideration of the mutual covenants and promises herein contained, the Lessor does hereby let and lease unto the Lessee approximately 0.65 acres, Pitt County tax parcel 20038, as further described on Attachment A, together with all buildings and improvements now situated or hereafter to be located upon said property, , subject to the terms and conditions hereof (the "Property"):

To Have and to Hold said Property upon these conditions and with those privileges herein set forth for the term stated and pursuant to the covenants herein contained, said covenants and conditions as follows:

1. **TERM.** The term of this Lease Agreement shall commence at 12:01 a.m. on the ___ day of April, 2017, and, unless sooner terminated or extended as herein provided, shall exist and continue until 12:01 a.m. on the ___ day of April, 2019. Lessee, at its option, may terminate this Lease Agreement at any time by the provision of written notice to the Lessor at least thirty (30) days prior to the effective date of termination. At the option of Lessor, the term of this Lease Agreement may be extended for up to two additional one-year terms provided that the Lessee make a written request to the Lessor at least ninety (90) days prior to the expiration of the current lease term. If the Lessor determines to exercise the option to extend the term of the Lease Agreement, the Lessor shall provide written notice to the Lessee at least forty-five (45) days prior to the expiration of the current lease term. In the event of an extension, all of the terms and conditions of this Lease Agreement shall continue in full force and effect.

2. **RENT.** Lessee agrees to pay rent in annual installments of One no/100ths dollars (\$1.00), with payment being due on the first day of the lease agreement and upon each one year anniversary date thereafter.

3. **ANNUAL REPORT AND PROGRAM BENCHMARKS.** Lessee shall make an annual progress report to the Lessor at a meeting of the Redevelopment Commission by no later than May 10th of each calendar year of the current term of the lease commencing in 2018. The report will detail Lessee's progress in achieving program benchmarks. Lessor will evaluate Lessee's progress toward these benchmarks to determine if/when it is appropriate to transfer ownership of the Property to Lessee, or if Lessor determines that progress is unsatisfactory, whether to decline a request for a lease extension. Lessee and Lessor have mutually agreed on the following program benchmarks and data:

- **Fundraising:** Lessee will raise \$60,000 in funds from donors and grants programs by May 1st, 2018 and \$150,000 in funds from donors and grants programs by May 1st, 2019.
- **On-site attendance:** monthly average attendance at the facility will surpass 300

non-affiliated visitors per month by May 1st, 2018 and 500 non-affiliated visitors per month by May 1st, 2019.

- **Program participation:** monthly average participation of youth and students in programs both at the 729 Dickinson Avenue facility and off-site will surpass 300 non-affiliated participants per month by May 1st, 2018 and 500 non-affiliated participants per month by May 1st, 2019; Lessee will also present a summary of outreach activities to West Greenville residents.
- **Audited Financial Statements:** Lessee will include audited financial statements of operations for the previous 12-months in its annual report to the Redevelopment Commission.

4. SHARED PARKING AGREEMENT: Notwithstanding any other provision of this Lease Agreement, the parties agree that this Lease Agreement is subject to the terms and conditions of Attachment C.

5. IMPROVEMENTS BY LESSEE. Lessee shall have the right to make improvements to the Property as Lessee shall determine without Lessor's approval so long as such alterations: (i) do not materially reduce the value of the Property, and (ii) are in compliance with all applicable laws and regulations. Any improvements of whatsoever nature, placed or installed in or upon the Property by Lessee shall be and become a part of the realty and shall be the sole and absolute property of the Lessor. No improvements so made by Lessee shall give right to any lien against the Property on account thereof, it being understood that the liability therefore shall be the sole responsibility of the Lessee. Upon the termination of this Lease Agreement for whatever reason, Lessee at its expense shall return the premises to Lessor in as good condition as existed upon occupancy by Lessee, ordinary wear and tear excepted, subject to any alterations or improvements installed by Lessee, casualty and condemnation.

6. AD VALOREM TAXES. All ad valorem taxes imposed by any city or county or other taxing authority upon the Property and the improvements or equipment placed thereon shall, during the term of this Lease Agreement, be the responsibility of and shall be paid for by the Lessor. Lessee shall be responsible for and pay all ad valorem taxes imposed upon any personal property located at the Property.

7. INSTALLATION AND REMOVAL OF FIXTURES. Lessee may install such fixtures and equipment including, but not limited to signs permitted by City Code, data and telephone lines and other fixtures as may be necessary for its purposes on the Property. Lessee shall also be authorized to install fixtures on the Property to include landscaping planters, outdoor furniture, public art as well as scientific equipment. Installation of any fixtures that require subterranean foundations must be pre-approved by Lessor. Any fixtures or equipment placed or installed upon the Property by Lessee shall remain its property and Lessee shall have the right, upon expiration or termination of this Lease Agreement either to remove any or all such equipment and fixtures, or to leave the same to be surrendered with the Property, as part thereof. In the event Lessee removes any or all of its equipment and fixtures, Lessee agrees to repair any damages to the Property resulting from Lessee's removal of the same.

8. REPAIRS. Lessee, at Lessee's sole cost and expense, shall at all times during the term, maintain, service, repair, and if necessary, replace and keep in good condition as when delivered to it and repair the Property and all improvements, the building and appurtenances situated thereon

in as good order and condition as when delivered to it, ordinary wear and tear excepted and/or as otherwise set forth in this Section. Lessee shall also, at its own expense, keep the Property free and clear of trash and debris and in a clean and sanitary condition. Notwithstanding anything herein to the contrary, Lessor shall be solely responsible for any and all maintenance, repairs, and replacements of the roof, parking facilities, and exterior walls.. In addition, the Lessor agrees to provide to Lessee an allowance of an amount not to exceed \$5,000 to be applied to the expense of plumbing repairs completed on the Property during calendar year 2017 and paid for by Lessee.

9. INSURANCE. Lessor may, at its option, maintain and keep in effect, at its expense, fire and extended coverage insurance on the Property and improvements thereon. Any insurance upon fixtures or contents placed upon the Property by Lessee shall be the sole responsibility of and shall be paid for by the Lessee. Lessee shall at all times during the term of this Lease Agreement maintain and keep in effect, at its expense, insurance on the leased Property against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the Lessor named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The Lessee shall provide the Lessor with a certificate of insurance evidencing said coverage.

10. UTILITIES. During the term of this Lease Agreement, the Lessee shall provide and pay for all utilities, including but not limited to all charges for lights, heat, water, sewer and telephone or other communication service used in connection with the Property.

11. INDEMNITY. The Lessor shall not be liable to the Lessee, to the employees or visitors thereof, or to any other person for any damage to person or property caused by any negligent act or omission of the Lessee, its agents, employees, or invitees, and the Lessee agrees to indemnify and hold the Lessor harmless from all claims for any such damage. The Lessee agrees to indemnify and hold harmless the Lessor and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the use or occupation of the demised premises during the term of this Lease Agreement, except any claims or demands related to the use of the parking facilities by the general public during the times when Lessor has the use of said parking facilities as provided in Attachment C.

12. USE OF PROPERTY. During the term of this Lease Agreement, Lessee shall use the Property as a STEAM (Science, Technology, Engineering, Arts, and Math) museum and education facility. Any use of the Property for purposes other than those customarily associated with a STEAM museum and education facility shall be prohibited without the prior written consent of Lessor.

13. DAMAGE OR DESTRUCTION BY FIRE. In the event that the building on the leased Property shall be damaged by fire or other casualty during the term of this Lease Agreement, the Lessee shall give immediate notice thereof in writing to the Lessor. The Lessor and Lessee shall have thirty (30) days after the receipt of such notice to determine whether to terminate the lease and either party may terminate the lease during said period by the provision of written notice to the other party at least ten (10) days prior to the effective date of termination. There shall be no payment of rent until the Property are rendered fit for occupancy and any rent paid shall be rebated

for the period such unfitness continues.

14. ASSIGNMENT AND SUBLETTING. The Lessee shall make no assignment of this Lease Agreement or sublease of the Property or any portion thereof except with the written consent of the Lessor, provided, that any such assignment or subletting consented to by the Lessor shall not relieve Lessee of the obligations for monthly rent herein provided unless said obligations are discharged by Lessor in writing.

15. DEFAULT. Should the Lessee neglect to make any payment of rent when due or neglect to do or perform any covenant hereof binding on Lessee and any such default continues for a period of ten (10) days after written notice by the Lessor calling attention to such default, the Lessor may declare this Lease Agreement terminated and take possession of the said Property without prejudice to any other legal remedy on account of such default. In addition, any amounts owed by Lessee to Lessor under and by virtue of any provisions of the lease shall bear interest at the rate of 8% per annum from the date of default or nonpayment until paid. Should the Lessor neglect to do or perform any covenant hereof binding on Lessor and any such default continues for a period of ten (10) days after written notice by the Lessee calling attention to such default, the Lessee may declare this Lease Agreement terminated and vacate the said Property without prejudice to any other legal remedy on account of such default.

16. QUIET ENJOYMENT. Upon payment of the rental herein provided and upon performance of all the covenants, terms and conditions hereof applicable to the Lessee, the Lessee shall peaceably and quietly hold and enjoy the Property for the term hereof without hindrance or interruption by the Lessor or any other person or persons rightfully claiming by, through or under the Lessor, subject nevertheless to the terms and conditions of this lease.

17. COMPLIANCE WITH LAWS. Lessee shall observe all federal, state, and local laws and regulations as they pertain to Lessee's use and occupation of the Property. Lessee shall indemnify and hold harmless the Lessor from and against any liability arising from such laws or regulations caused by Lessee's use or occupation of the Property, including any fees or charges resulting from false alarm fees or charges billed by the Greenville Police Department False Alarm Reduction Unit, but not including liability related to the use of the parking facilities by the general public during the times the Lessor has the use of the parking facilities as provided in Attachment C.

18. ACCESS BY OWNER. The Lessor or representatives thereof shall have the right to enter the Property, with notice to the Lessee and when accompanied by an employee of the Lessee, at any and all reasonable times for the purpose of inspecting the same or for the purpose of ensuring that all repairs required of the Lessee under the terms hereof are made.

19. WAIVER. No waiver of the rights of the Lessor hereunder shall be implied from the acceptance of rental payments subsequent to a default by the Lessee, nor shall any waiver of such rights be deemed applicable to a like subsequent default.

20. NOTICES. Any notice or other communication required or permitted hereunder shall be delivered in person or sent by United States certified mail, postage prepaid, to the party to whom directed addressed as follows:

TO LESSOR:

Chairman
Redevelopment Commission of Greenville
P.O. Box 7207
Greenville, NC 27835

TO LESSEE:

21. LESSOR'S COVENANTS. Lessor covenants and agrees that it is seized and possessed of the demised Property, and has the right without limitation or claim by any third party to enter into this Lease Agreement or any extension thereof, and will defend and save Lessee harmless against the claims of all other persons in and to the demised Property..

22. BINDING EFFECT. This Lease Agreement shall be binding upon and inure to the benefits of all parties, their legal representatives, successors and assigns.

23. CHOICE OF LAW. This Lease Agreement shall be construed in accordance with the laws of the State of North Carolina. The parties further designate the Superior Court of Pitt County, North Carolina, as the forum for the resolution of any dispute arising under the terms of this Lease or otherwise between the parties hereto.

24. AMENDMENT. This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the Lessor and Lessee.

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

26. MEMORANDUM OF LEASE. This Lease Agreement shall not be recorded. Contemporaneously with the execution of this Lease Agreement, the parties will execute a memorandum of lease in recordable form and the Lessee may record such memorandum in the office of the Register of Deeds for Pitt County, North Carolina at the Lessee's expense.

27. LESSOR'S REPRESENTATIONS AND WARRANTIES. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessor represents and warrants to Lessee the following: (i) Lessor has no knowledge of any hazardous materials, toxic substances, or environmental pollutants present within, upon or beneath the Property; (ii) Lessee's permitted use does not violate any restrictions or covenants for the Property, or any other leases or agreements Lessor has with any other person or entity; (iii) the zoning for the Property allows Lessee's permitted use.

28. FUTURE CONVEYANCE. It is the intent of the Lessor and Lessee that the Property will be conveyed to the Lessee upon terms and conditions agreed upon by the Lessor and Lessee, if:

- A. Lessee raises and/or receives over \$1,000,000 in private donations or grant funds that are dedicated to making capital and operational investments in the Property and its facilities for the purpose of operating the uses described in Section 12 – Use of the Property; and
- B. Lessee commits to maintain the Use of the Property described in Section 12 for a minimum of five-years from the date of property conveyance; and
- C. Lessor determines that conveyance of the Property is in the best interest of the general public and would further Redevelopment Commission goals.

The Lessor and Lessee understand and agree that conveyance of the Property will occur only if the City Council of the City of Greenville approves the conveyance and the applicable North Carolina General Statute provisions relating to such a conveyance are complied with.

Signatures are on the following page.

IN WITNESS WHEREOF, the parties hereto have executed identical originals of this instrument, each party retaining one thereof, the day and year first above written.

Lessor:

REDEVELOPMENT COMMISSION OF
GREENVILLE

BY: _____

(SEAL)

Jeremy King, Chairman

Lessee:

BRAY HOLLOW FOUNDATION, INC.

By:

(SEAL)

Printed

name:

Its:

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Jeremy King, Chairman for the Redevelopment Commission of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the _____ day of _____, 2017.

Notary Public

My Commission expires: _____.

STATE OF _____
COUNTY OF _____

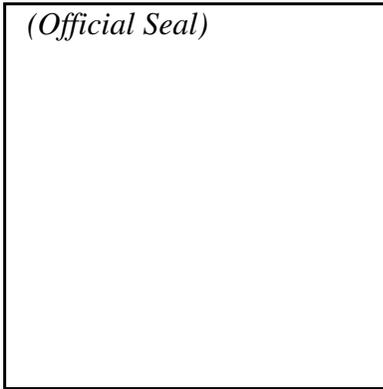
I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: _____.

Date: _____

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____

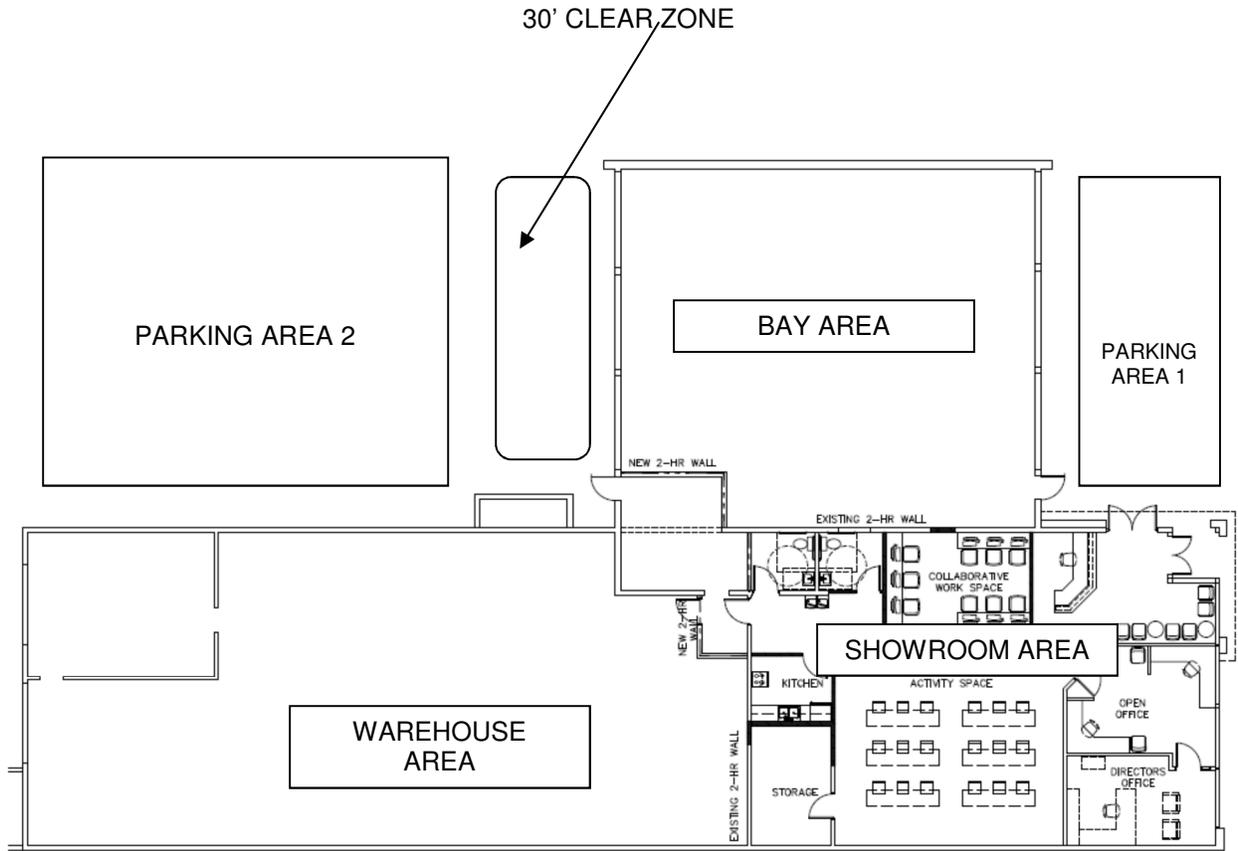


Notary seal or stamp must appear within this box.

Attachment "A"

Lying and being situated in the City of Greenville, Pitt County, North Carolina and being a part of the old W.Z. Morton Warehouse Property, being bounded on the North by Dickinson Avenue and on the West by Ficklen Street, and BEGINNING at a point in the Southeast intersection of Dickinson Avenue and Ficklen Street, and running thence with the Southern property line of Dickinson Avenue, North 59-31 East 100 feet to a corner; thence South 29-29 East 285.14 feet, to a corner; then South 60-40 West 100 feet to a point in the Eastern property line of Ficklen Street, a corner; thence with the Eastern property line of Ficklen Street, North 29-29 West 282.7 feet to the point of the BEGINNING as shown on a map made by Joe M. Dresbach, R.S., dated August 9, 1967 and recorded in Map Book 16 at Page 37 of the Pitt County Registry, to which map reference is hereby made for a more accurate and perfect description.

Attachment "B"



PHASE I PROPOSED FLOOR PLAN

SCALE: 3/32" = 1'-0"

Attachment "C"

SHARED USE OF PARKING FACILITIES

The Lessor and Lessee agree to the terms and conditions below for the shared use of Parking Area 1 and Parking Area 2 as shown on Attachment B (the "Facility"):

1. **USE OF FACILITY.** Lessor will make all of the parking spaces in the Facility available to the general public between 5:15 p.m. and 2:15 a.m., every day of the week, except when Lessee requires some or all of the parking spaces for its own uses between 5:15 p.m. and 2:15 a.m. Between 2:16 a.m. and 5:14 p.m., the general public will not be permitted to park in the Facility, which will be reserved exclusively for staff of Lessee and the visitors and guests at the building located upon the Property. When Lessee requires use of the Facility between 5:15 p.m. and 2:15 a.m., Lessee may use signage, cones, ropes, etc. to reserve any or all of the parking spaces for its use.
2. **MAINTENANCE.** Lessor shall be responsible for maintaining the Facility, to include, if and/or as needed, cleaning, striping, seal coating, asphalt repair, parking signage, lighting, and landscaping.
3. **UTILITIES.** Lessor shall be responsible for any utilities maintenance and repairs associated with the Facility to include electrical, water, and sewage.
4. **ENFORCEMENT.** Lessee may have vehicles towed, at the owner's expense, if the same are improperly parked or abandoned.