

CITY OF HIGH POINT

AGENDA ITEM

**Title: Interlocal Agreements with the NC Wildlife Commission****From:** Lee Tillery, Director of Parks and Recreation**Meeting Date:** Monday, November 2, 2015**Public Hearing:** N/A**Advertising Date:** N/A**Advertised By:** N/A**Attachments:** Memorandums of Agreement

PURPOSE:

The establishment of two interlocal agreements between the NC Wildlife Commission (NCWC) and the City High Point (COHP) concerning the construction, upkeep and routine maintenance of fishing piers located at both the Arnold J. Koonce, Jr. City Lake and the Oak Hollow Lake.

BACKGROUND:

The NCWC and representatives from the City of High Point Parks and Recreation have discussed the concept of a fishing pier at both lakes. The material, labor and construction of both piers is managed and funded by the NCWC. The COHP will be responsible for routine maintenance, management of fish feeders and providing public access for fishing opportunities. Both piers become the property of the COHP after construction is completed. The Parks and Recreation Commission unanimously approved both agreements at their meeting on Monday, October 12, 2015.

BUDGET IMPACT:

No Budget Impact aside from routine maintenance. NC Wildlife Commission will incur costs for construction of both piers.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval of both agreements and requests that City Council authorize the appropriate city official be authorized to execute all necessary documents.

MEMORANDUM OF AGREEMENT
BETWEEN
NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
AND THE
THE CITY OF HIGH POINT

THIS AGREEMENT, made and entered into this _____ day of

_____, by and between the **North Carolina Wildlife Resources Commission**, hereinafter called the **Commission**, and the **City of High Point**, hereinafter called the **City**;

WITNESSETH:

Whereas, the **Commission** is authorized to create and improve public fishing access in inland waters for the benefit of the sportsmen of North Carolina; and

Whereas, it is desirable for the **Commission** to improve public fishing access at Oak Hollow Marina owned and controlled by the **City**; and

Whereas, it is desirable for the **City** to increase the recreational opportunities for the public by cooperating with the **Commission** to improve angler access at Oak Hollow Marina;

Now, therefore, in consideration of the mutual advantages likely to result from this agreement and the respective obligations assumed herein,

THE COMMISSION AGREES:

1. To design and construct a universally accessible fishing pier and approach walkway at a mutually agreed upon site at Oak Hollow Marina;
2. To provide construction drawings of the fishing pier and approach walkway at Oak Hollow Marina for review, revision and approval of the **City** prior to construction;
3. To provide construction materials (*e.g.*, lumber, hardware, floats, chain, gravel, concrete, etc.) for the fishing pier and approach walkway at Oak Hollow Marina;
4. To provide personnel for the construction, transportation and installation of the fishing pier and approach walkway at Oak Hollow Marina;
5. To provide and install two fish reefs near the fishing pier that will be identified with fish attractor buoys;
6. To provide and install a kiosk and signage identifying Oak Hollow Marina as Public Fishing Area and displaying state fishing regulations and associated public service information; and

7. To include the Oak Hollow Marina Public Fishing Area in the routine patrols of **Commission** Wildlife Enforcement Officers.

THE CITY AGREES:

1. To cooperate with the **Commission** in the development and management of the Oak Hollow Marina Public Fishing Area, permitting access to **Commission** personnel engaged in planning, construction or post-construction work, and stocking activities;
2. To permit the **Commission** to install a standardized wooden kiosk and associated signage identifying Oak Hollow Marina Public Fishing Area and displaying state fishing regulations and associated public service information;
3. To purchase fish food and fill the existing fish feeders as necessary to continually dispense food from April through September;
4. To ensure that proper recognition is given to the **Commission** in all press releases, brochures and, advertisements developed by the **City** concerning visitation and usage of Oak Hollow Marina Public Fishing Area;
5. To permit fishing by the general public at the Oak Hollow Marina Public Fishing Area, without discrimination and consistent with the Commission's regulations; and
6. To provide the Commission information concerning usage and statement of charges, if any, for Oak Hollow Marina Public Fishing Area upon request.

IT IS MUTUALLY AGREED:

1. That Oak Hollow Marina Public Fishing Area is the formal name of the access area;
2. That the **Commission** will serve as the manager of the construction project, applying for, complying with, and receiving all permits necessary for the fishing pier and approach walkway at Oak Hollow Marina;
3. That the **City** will provide public access to Oak Hollow Marina Public Fishing Area to comply with regulations of the U.S. Fish and Wildlife Service in accordance with provisions of the Dingell-Johnson Sport Fish Restoration Act (SFR) that provided grant funds for this project;
4. That the fishing pier and approach walkway becomes property of the **City** after construction is completed, as long as all conditions in this MOA and SFR provisions are met;
5. That the **City** may charge a minimal user fee to help defray routine maintenance costs of Oak Hollow Marina Public Fishing Area;
6. That the **City** is responsible for routine maintenance and minor repairs to the fishing pier and approach walkway and will maintain the grounds surrounding the site, providing appropriate

outdoor trash receptacles, keeping the grass mowed at regular intervals year round, and litter removed regularly;

7. That the **Commission** is responsible for future necessary repairs to major infrastructure items for the fishing pier and approach walkway;
8. That the **City** is responsible for routine maintenance and minor repairs to the fish feeders, including purchasing and installing new timers and batteries;
9. That the **Commission** is responsible for replacing the fish feeders in the event of catastrophic mechanical failures that cannot be repaired;
10. That the **Commission** will replace the fish feeders with fish reefs should either party determine that the fish feeder program be discontinued;
11. That fishing regulations and licenses, as required by state law, shall be jointly publicized and enforced by the **Commission**;
12. That nothing in this Agreement shall obligate either party to any conditions not specially stated herein or in the attached construction drawings;
13. That this Agreement shall become effective as soon as it is signed and dated by both parties and shall continue in effect for 20 years from the date of signing. Upon reaching the termination date, the Agreement will automatically be renewed for an additional 5 years unless either party requests cancellation in writing 90 days prior to the termination date; and
14. That either party may terminate its involvement in this Agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. If the termination request is made by the **City**, then the **City** agrees to refund the **Commission** a pro-rated portion of the funds based on the 20 year life expectancy of the fishing pier and approach walkway.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Approved and agreed to:

City of High Point

N.C. Wildlife Resources Commission

By: [Name of signatory]
[Title of signatory]

By: M. Kyle Briggs
Chief, Land & Water Access

Date

Date

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WITNESSETH:

Whereas, the **Commission** is authorized to create and improve public fishing access in inland waters for the benefit of the sportsmen of North Carolina; and

Whereas, it is desirable for the **Commission** to improve public fishing access at High Point City Lake owned and controlled by the **City**; and

Whereas, it is desirable for the **City** to increase the recreational opportunities for the public by cooperating with the **Commission** to improve angler access at High Point City Lake;

Now, therefore, in consideration of the mutual advantages likely to result from this agreement and the respective obligations assumed herein,

THE COMMISSION AGREES:

1. To design and construct a universally accessible fishing pier and approach walkway at a mutually agreed upon site at High Point City Lake Park;
2. To provide construction drawings of the fishing pier and approach walkway at High Point City Lake Park for review, revision and approval of the **City** prior to construction;
3. To provide construction materials (*e.g.*, lumber, hardware, floats, chain, gravel, concrete, etc.) for the fishing pier and approach walkway at High Point City Lake Park;
4. To provide personnel for the construction, transportation and installation of the fishing pier and approach walkway at High Point City Lake Park;
5. To provide and install two fish reefs near the fishing pier that will be identified with fish attractor buoys;
6. To provide and install a kiosk and signage identifying High Point City Lake Park as a Public Fishing Area and displaying state fishing regulations and associated public service information; and

7. To include the High Point City Lake Park Public Fishing Area in the routine patrols of **Commission** Wildlife Enforcement Officers.

THE CITY AGREES:

1. To cooperate with the **Commission** in the development and management of the High Point City Lake Park Public Fishing Area, permitting access to **Commission** personnel engaged in planning, construction or post-construction work, and stocking activities;
2. To permit the **Commission** to install a standardized wooden kiosk and associated signage identifying High Point City Lake Park Public Fishing Area and displaying state fishing regulations and associated public service information;
3. To purchase fish food and fill the existing fish feeders as necessary to continually dispense food from April through September;
4. To ensure that proper recognition is given to the **Commission** in all press releases, brochures and, advertisements developed by the **City** concerning visitation and usage of High Point City Lake Park Public Fishing Area;
5. To permit fishing by the general public at the High Point City Lake Park Public Fishing Area, without discrimination and consistent with the Commission's regulations; and
6. To provide the **Commission** information concerning usage and statement of charges, if any, for High Point City Lake Park Public Fishing Area upon request.

IT IS MUTUALLY AGREED:

1. That High Point City Lake Park Public Fishing Area is the formal name of the access area;
2. That the **Commission** will serve as the manager of the construction project, applying for, complying with, and receiving all permits necessary for the fishing pier and approach walkway at High Point City Lake Park;
3. That the **City** will provide public access to High Point City Lake Park Public Fishing Area to comply with regulations of the U.S. Fish and Wildlife Service in accordance with provisions of the Dingell-Johnson Sport Fish Restoration Act (SFR) that provided grant funds for this project;
4. That the fishing pier and approach walkway becomes property of the **City** after construction is completed, as long as all conditions in this MOA and SFR provisions are met;
5. That the **City** may charge a minimal user fee to help defray routine maintenance costs of High Point City Lake Park Public Fishing Area;

6. That the **City** is responsible for routine maintenance and minor repairs to the fishing pier and approach walkway and will maintain the grounds surrounding the site, providing appropriate outdoor trash receptacles, keeping the grass mowed at regular intervals year round, and litter removed regularly;
7. That the **Commission** is responsible for future necessary repairs to major infrastructure items for the fishing pier and approach walkway;
8. That the **City** is responsible for routine maintenance and minor repairs to the fish feeders, including purchasing and installing new timers and batteries;
9. That the **Commission** is responsible for replacing the fish feeders in the event of catastrophic mechanical failures that cannot be repaired;
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