

CITY OF HIGH POINT

AGENDA ITEM



Title: Amendment to MOU with HPU

From: Randy McCaslin, Deputy City Manager

Meeting Date: March 20, 2017

Public Hearing: N/A

**Advertising Date /
Advertised By:** N/A

Attachments: Amended MOU
Map

PURPOSE:

The City Council approved a MOU agreement with High Point University on October 22, 2013. HPU and the City Administration, including the Director of Parks and Recreation, wishes to amend the current MOU.

BACKGROUND:

On October 22, 2013, the City entered into an agreement with HPU to allow HPU to encroach on several right of ways that border the campus, for several campus improvement projects. HPU now wishes to build their signature wall along the south ROW of the northern section of East Farris Avenue since they now own the vast majority of the property that faces this section of East Farris Avenue. They also wish to “adopt” the park/greenway area to use as a laboratory experience for their students and the general public. HPU has agreed to maintain this section of the park/greenway which has been estimated at an annual cost of at least \$25,000.00. This MOU will not affect public access to the Greenway or the park.

BUDGET IMPACT:

At least \$25,000 savings per year.

RECOMMENDATION / ACTION REQUESTED:

This amended MOU was discussed at the Prosperity and Livability Committee meeting on March 1, 2017. The Committee unanimously recommends approval of this amended MOU agreement to the City Council.

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

**AMENDMENT TO MEMORANDUM
OF UNDERSTANDING**

This **AMENDMENT TO MEMORANDUM OF UNDERSTANDING** ("Amendment") is made and entered into this _____ day of March, 2017, by and between High Point University, a North Carolina non-profit corporation ("HPU") and the City of High Point, a North Carolina municipal corporation ("City"). HPU and City referred to individually as "Party" or collectively "the Parties."

RECITALS:

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") on or about October 22, 2013; and

WHEREAS, the Parties wish to amend the terms of the MOU; and

NOW THEREFORE, for good and valuable consideration received and acknowledged by the parties hereto, the terms of the MOU are amended as follows:

(1) All references to "West College Drive" or "College Drive" shall be defined as "Panther Drive" and referred to as such throughout. College Drive (now Panther Drive) shall no longer be included under the defined term "City Property."

(2) The RECITALS of the MOU are hereby amended with the addition of the following language:

WHEREAS, HPU agrees to maintain and perpetuate the enjoyment for all of High Point's citizens in the Greenway from N. Centennial Avenue through Panther Drive to N. University Parkway which represents $\pm 2,200$ linear feet or $\pm 286,000$ sf at an estimated cost savings to the City of \$25,000 annually.

WHEREAS, HPU agrees to maintain the Greenway Land beginning between the north and south branches of East Farris Avenue from N. Centennial Avenue through Panther Drive and culminating at N. University Parkway ("the Park") in a manner that meets City standards but consistent with High Point University grounds. Specifically, HPU, at its own expense, will:

- **Maintain lawn cover, trim bushes, hedges and trees as needed;**
- **Removal of debris and associated yard waste (leaves, dead limbs, etc.) off premises;**
- **maintain asphalt walk in good repair, patching as needed and replacing if required;**
- **Supply trash receptacles and routine trash removal from the Park including pet waste stations;**
- **Maintain and replace Park benches;**

- Selecting and placing of additional plant material in the Park to make a healthy, functional, and attractive Park for citizens. Provide a plant schedule listed by the common name and scientific name and have added plant material supervised by the University's Curator of Grounds;
- Provide and install additional lights and security cameras at University's cost;
- Securing of Greenway Land between the branches of East Farris Avenue with fencing consistent with the terms of this MOU and enforcing of City's sunrise to sunset policy pursuant to High Point City Code 7.1.2 (A).
- Provide for Park maintenance management activities in concert with the City's Parks and Recreation Department;

WHEREAS, the City recognizes part of this Amendment involves management of City grounds by HPU and acknowledge this as HPU "Adopting a Park" and will allow signage attesting to the same in the Park and signage relating to wayfinding, directions, and etc. as determined mutually between City and HPU.

(3) Paragraph 1) of the MOU with the heading Encroachment Agreement, is hereby amended with the addition of the following language:

f) All maintenance, plantings, debris removal, securing, repair and replacement work, and all other responsibilities set forth in the Recitals above, incorporated herein by reference.

g) Fencing on the Greenway Land between the south side of Farris Avenue and the High Point Greenway Trail and across the south branch of East Farris Avenue at its intersection with Panther Drive.

(4) All other provisions of the MOU not modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed under seal as of the day and year first written above.

HIGH POINT UNIVERSITY

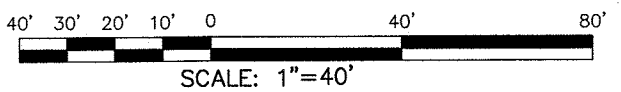
By: _____
Deborah S. Butt, VP for Financial Affairs

CITY OF HIGH POINT

By: _____
Randy McCaslin, Deputy City Manager



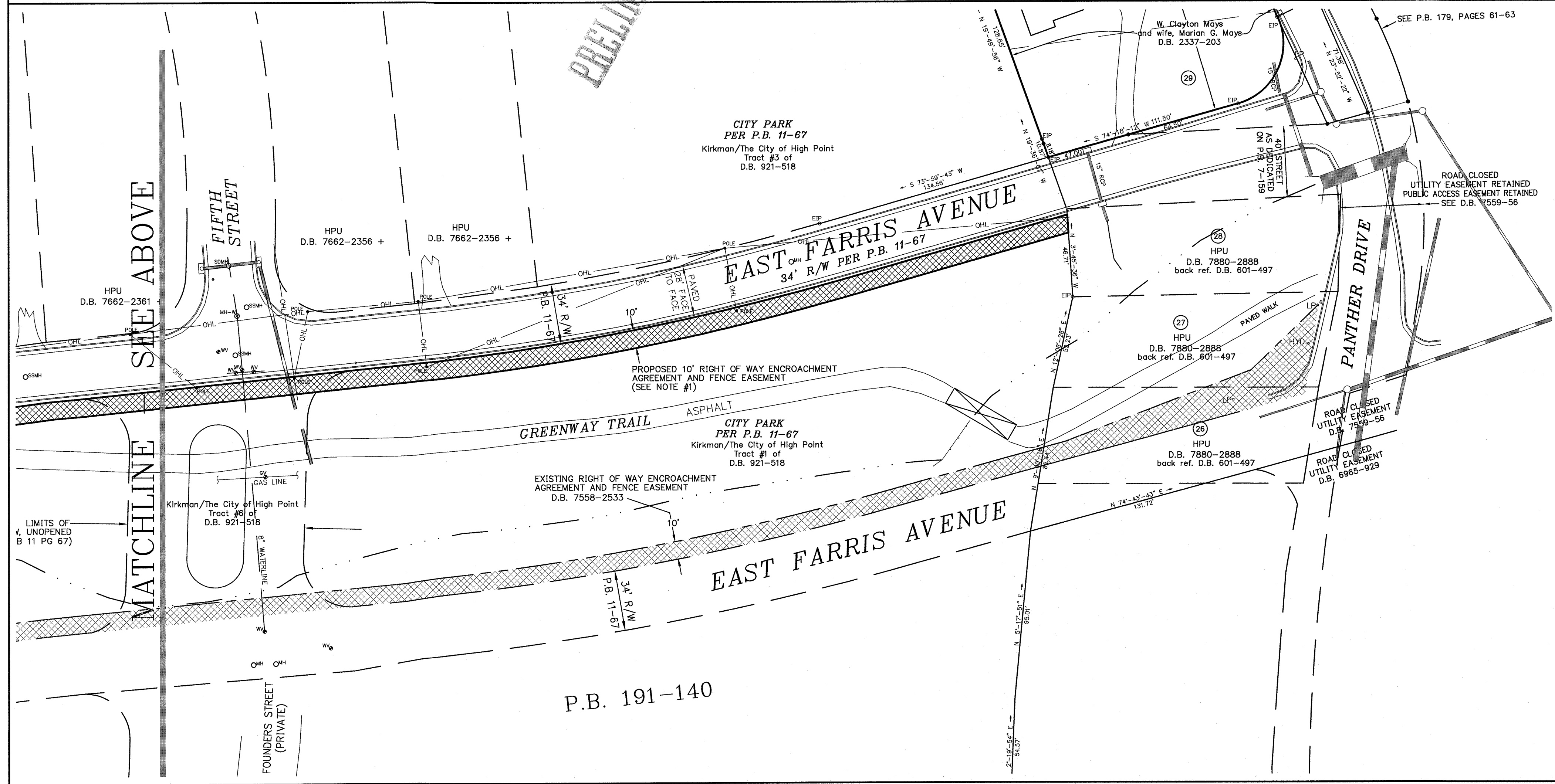
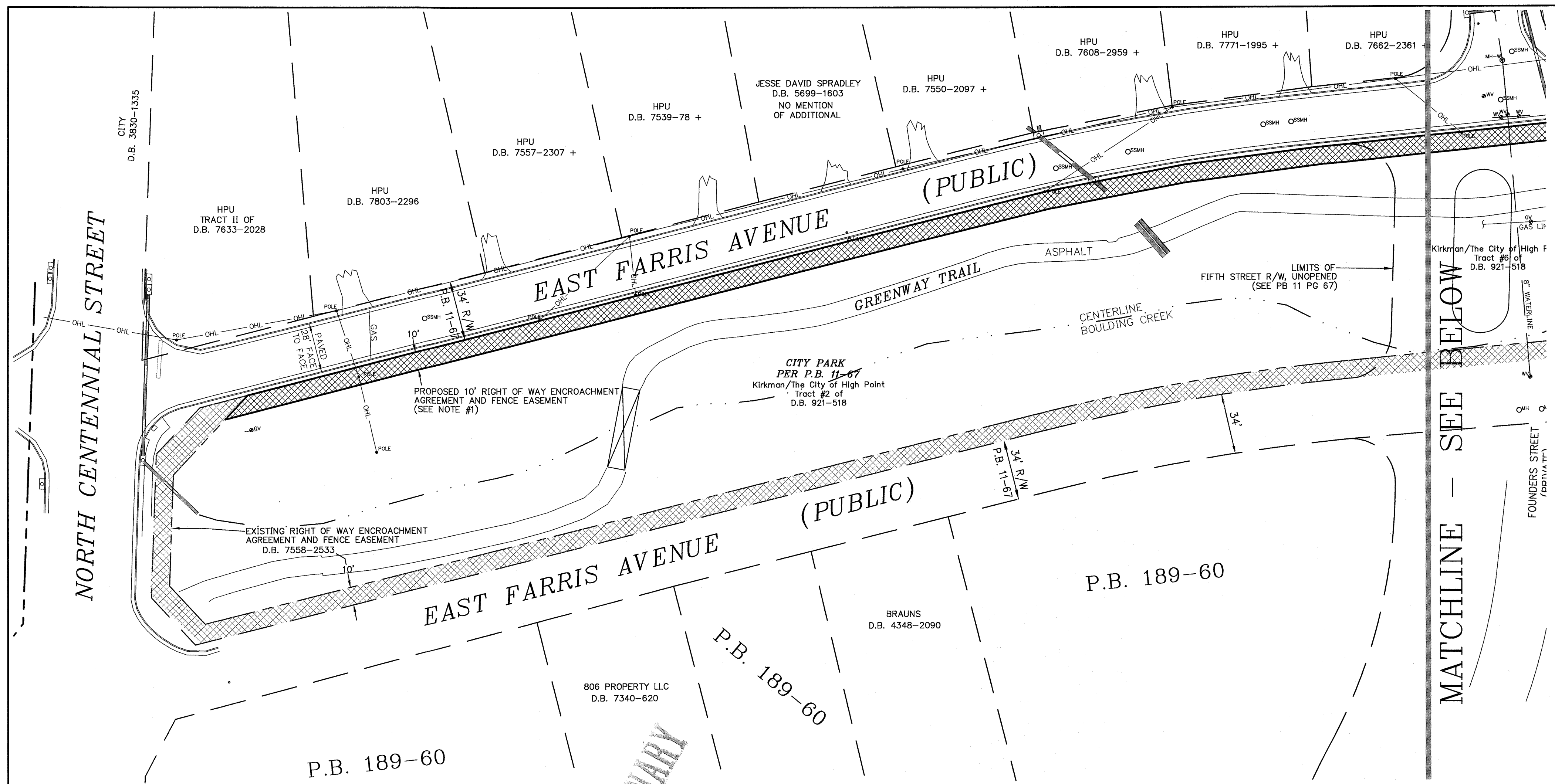
ENCROACHMENT AGREEMENT EXHIBIT
FOR
CITY OF HIGH POINT AND HIGH POINT UNIVERSITY
FOR
FENCE ENCROACHMENTS
WITHIN
E. FARRISS AVENUE, FIFTH ST., AND PARK AREAS
CITY OF HIGH POINT
GUILFORD COUNTY — NORTH CAROLINA



Approved by the Technical Review Committee for 2 years, subject to the approval of a separate land-disturbing permit and/or erosion control plan, and may be extended in accordance with the provisions of Section 9-6-8(e) of the High Point Development Ordinance.

Director of Planning and Development _____ Date _____

- NOTES:
- CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE AREAS DESIGNATED AS ENCROACHMENT AREAS OR WITHIN ANY OTHER PUBLIC RIGHT OF WAY AREA ARE SUBJECT TO REVIEW AND APPROVAL OF CONSTRUCTION DOCUMENTS BY THE CITY OF HIGH POINT TO DETERMINE THEIR CONFORMANCE WITH THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE INCLUDING, BUT NOT LIMITED TO, ISSUANCE OF ALL REQUIRED PERMITS. NO CONSTRUCTION ACTIVITIES WILL BE INITIATED BY HIGH POINT UNIVERSITY UNTIL WHICH TIME ALL APPLICABLE PERMITS AND APPROVALS HAVE BEEN ISSUED BY APPROPRIATE CITY DEPARTMENTS.
 - FENCE IMPROVEMENTS SHALL BE EITHER HIGH POINT UNIVERSITY'S "SIGNATURE" STYLE, WROUGHT IRON, OR A COMBINATION OF THE TWO.
 - ENCROACHMENTS SHOWN ON THIS PLAN MUST BE APPROVED BY THE HIGH POINT CITY COUNCIL. TRC IS NOT GRANTING THE APPROVAL OF THE ENCROACHMENTS WITH THE ENDORSEMENT OF THIS PLAN.
 - CALL 1-800-632-4949 BEFORE DIGGING. GAS LINES ARE LOCATED WITHIN SUBJECT PROPERTY.



LEGEND			
○ EIP	EXISTING IRON PIN FOUND	● PP	POWER POLE
● NIP	NEW IRON PIN SET	○ LP	LIGHT POLE
— C —	CENTERLINE	— UP —	UTILITY POLE
— R/W —	RIGHT-OF-WAY	○ MH	MANHOLE
— SF —	SQUARE FEET	○ SSMH	SANITARY SEWER MANHOLE
— D.B. —	DEED BOOK	○ CO	SEWER LINE CLEAN OUT
— U.E. —	UTILITY EASEMENT	○ HYD	FIRE HYDRANT
— N/F —	NOW OR FORMERLY	○ WV	WATER VALVE
— EX. —	EXISTING	□ WM	WATER METER
— CONC. —	CONCRETE	○ GV	GAS VALVE
— RCP —	REINFORCED CONCRETE PIPE		
— YI —	YARD INLET		
— CLF —	CHAIN LINK FENCE		
— OHL —	OVERHEAD UTILITY LINES		
— AD —	ADJOINERS		
— R/W —	RIGHT-OF-WAY		
— EASEMENT —	EASEMENT		
— — — — —	PROPERTY LINE NOT SURVEYED		

JAMESTOWN ENGINEERING GROUP, INC.
117 EAST MAIN STREET
P.O. BOX 365
JAMESTOWN, N.C. 27282
Telephone (336) 886-5523

DATE JAN. 10, 2017 SCALE 1"=40'
JOB No. 2016-096
SURVEY BY J.T. PLATTED BY J.B.S.

C-0626

JEE inc.



BEFORE YOU DIG!
CALL 1-800-632-4949
N.C. ONE-CALL CENTER
IT'S THE LAW!