

City of High Point

*Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260*



Meeting Agenda

Wednesday, September 7, 2022

11:00 AM

**The Catalyst Club at Truist Point
301 N Elm St., High Point, NC 27262**

Special Called Meeting

Jay W. Wagner, Mayor

Monica L. Peters (Ward 3), Mayor Pro Tem

*Britt W. Moore (At Large), Tyrone Johnson (At Large), Cyril Jefferson (Ward 1),
Christopher Williams (Ward 2), S. Wesley Hudson (Ward 4), Victor Jones (Ward 5),
and Michael Holmes (Ward 6)*

CALL TO ORDER, ROLL CALL

PRESENTATION OF ITEM

[2022-392](#)

Discussion-Economic Development
Staff will be discussing Economic Development

[2022-396](#)

Agreement - Memorandum of Understanding - High Point Downtown
Stadium Foundation, Inc. & North Carolina Pro Soccer, LLC
City Council is requested to approve the MOU's with High Point Downtown
Stadium Foundation, Inc. and North Carolina Pro Soccer, LLC.

Attachments: [Agreement - Memorandum of Understanding - High Point Downtown Stadium F](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Memorandums of Understanding with High Point Downtown Stadium Foundation, Inc and Memorandum of Understanding with North Carolina Pro Soccer, LLC

From: Greg Ferguson, Deputy City Manager

Meeting Date: September 7, 2022

Public Hearing: NA

**Advertising Date /
Advertised By:** NA

Attachments: Memorandum of Understandings

PURPOSE:

To make certain improvements to Truist Point Stadium in order to fulfill the vision to have a multi-use stadium in High Point to accommodate more sports offerings downtown. These improvements are covered by the Memorandums of Understanding (MOUs) with two organizations.

BACKGROUND:

The City completed the initial construction on the Stadium in 2019 as a keystone Catalyst Project. The goal was to create a vibrant downtown district and increase the commercial tax base. The Project included a stadium that could host multiple sports and be an economic driver for redevelopment in the district.

Bringing a professional soccer team to Truist Point will further the quality-of-life goals as expressed in the City Vision. Downtown High Point will continue to develop as a destination for city residents and visitors.

BUDGET IMPACT:

To be developed as project is designed.

RECOMMENDATION /ACTION REQUESTED:

City Council is requested to approve the MOUs with High Point Downtown Stadium Foundation, Inc. and North Carolina Pro Soccer, LLC.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 1st day of September 2022, by and between the CITY OF HIGH POINT, a North Carolina municipal corporation ("City") and HIGH POINT DOWNTOWN STADIUM FOUNDATION, INC., a North Carolina not-for-profit corporation ("HPDSF") (City and HPDSF hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS, in order to promote the prosperity and livability of the City and to promote economic development therein, the success of which is now both evident and increasing, the City designed and built a modern multi-sport and multi-event stadium in downtown High Point, known currently as Truist Point ("Facility"),

WHEREAS, the City and HPDSF are Parties to that certain Use and Operating Agreement dated January 31, 2018 ("Use Agreement"), pursuant to which HPDSF has the exclusive right to manage, operate, and promote the Facility, and pursuant to which HPDSF has the exclusive right to license use of the Facility to third parties; and

WHEREAS, the City desires to make certain alterations and improvements to Facility in order to accommodate a professional soccer team's proposed use of Facility, which alterations and improvements will have a material impact on HPDSF's management, operation, and promotion of Facility; and

WHEREAS, both City and HPDSF believe that use of Facility as the "home" venue for a professional soccer team will advance the economic development and quality of life goals for which the Facility was constructed in the first instance; and

WHEREAS, this MOU sets forth the terms and conditions under which City and HPDSF will work together to support professional soccer in High Point.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. HPDSF shall contract with a professional soccer team for use of the facility, on terms mutually acceptable to HPDSF and professional soccer team, subject to the terms and conditions of this MOU.
2. The Parties agree to the following alterations and improvements to Facility in order to accommodate use of Facility as the "home" venue of a professional soccer team. City shall be solely responsible for such alterations and improvements, including all costs associated therewith. City shall involve HPDSF materially and substantively at each step of the design, planning, and development/construction process for the following alterations and improvements. City shall also provide HPDSF with reasonable advance written notice of any work City plans in the Facility to accomplish these alterations, so that HPDSF can

manage and operate the Facility accordingly. City agrees to cooperate and coordinate with HPDSF to minimize disruptions to the operation of the Facility.

- a. Soccer Locker Room: Locker room renovation shall be consistent with the existing Facility aesthetic.
- b. Baseball Netting
 - i. The Parties shall use best efforts to work together to establish a process to raise and lower the baseball netting for soccer events, with the safety of baseball spectators being the paramount and guiding concern. The City shall engage an independent facilities expert to consult and review the process to raise and lower the baseball netting. If it is determined by the independent facilities expert that there is not a sufficiently safe process, then the soccer team shall request an exception to the soccer league's venue design standards for the netting to remain up from the beginning of dugout one, closest to home plate, to the beginning of dugout two, closest to home plate.
 - ii. The process to raise and lower the baseball netting for soccer events shall be to manually lower the netting for each soccer event, and manually raise/secure the netting following each soccer event, unless and until a safe mechanical or automated solution is discovered that is acceptable.
 - iii. All equipment and field protection necessary for this process shall be provided to HPDSF by the City, including without limitation, scissor lift, forklift, and protective field matting.
- c. Corner Structure
 - i. The Parties shall reconfigure the baseball right-field sideline and corner seating to allow for a safe range for soccer player and referee activity.
 - ii. The Parties shall use best efforts to work together to consider, design, and construct extra improvements to this area, for example, an additional box office, additional restrooms, and additional concessions.
- d. Field Logos
 - i. The Truist Point and High Point Rockers logos may be permanent or Velcro zip-in technology.
 - ii. Subject to the approval of Truist Bank, may be placed permanently in deep centerfield away from the soccer field of play, or alternatively in foul territory on each side of the baseball field using the Velcro zip-in technology.
 - iii. The High Point Rockers logo shall be placed behind home plate.
- e. Field
 - i. As selected by HPDSF, the field shall be FieldTurf Core Vertex 2-inch turf.
 - ii. The field shall be a two-tone turf, with a dark green grass area, and a lighter contrasting green where the infield dirt would be located including the

- basepaths. Turf patterns which are perpendicular to the soccer field sidelines may be considered.
- iii. The warning track shall be a permanent brown turf.
 - iv. The pitching mound, the areas surrounding home plate, and the bases shall be the same brown turf as the warning track. Further, these areas shall be removable Velcro turf that complies with all relevant safety standards for multi-sport player safety.
 - v. The home plate section must have the ability to remove batters' boxes when necessary, separately from remainder of dirt.
 - vi. If necessary, removeable bullpen mounds shall be provided, and the turf shall be the same brown turf as the warning track.
 - vii. Equipment necessary for maintaining turf shall be provided to HPDSF by City or City's vendors, including a machine for sanitizing, redistributing fill, and cleaning turf, and a P-Rex machine for removing all painted areas in a timely and efficient manner. Such equipment shall be owned by the City and shall be reasonably maintained, repaired or (as necessary) replaced by City or on City's behalf at City's expense.
 - viii. The Field Turf Genius system shall be installed to maximize the longevity of the turf and to monitor the usage.
3. The rights and obligations of the City and HPDSF as set forth in this MOU are intended to be binding and enforceable, however with the good faith, practical understanding that if, during the coming months of design, planning, and consultation with technical experts, alternatives which are better for the safe and efficient playing and presentation of both professional baseball and soccer games are discovered related to the alterations and improvements proposed for the Facility, the rights and obligations of the parties herein may be amended in accordance with such discoveries.
4. The parties hereto agree that the terms and conditions of Use Agreement are not modified by this MOU, and this MOU is not intended by the Parties to modify the terms and conditions of the Use Agreement.

IN WITNESS WHEREOF, this MOU is executed by the Parties on the day and the year first above written.

CITY:

ATTEST:

CITY OF HIGH POINT

Mary Brooks, Interim City Clerk

Jay W. Wagner, Mayor

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Bobby Fitzjohn, Financial Services Director

HIGH POINT DOWNTOWN STADIUM FOUNDATION, INC.:

By: Coy O. Williard, Jr.
Name: Coy O. Williard, Jr.
Title: President Chairman

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the **City of High Point** (“City”), a North Carolina municipal corporation, and **North Carolina Pro Soccer, LLC** (“NCPS”), a North Carolina limited liability company having its principal place of business in High Point, North Carolina.

WHEREAS, in order to promote the prosperity and livability of the City and to promote economic development therein, the success of which is now both evident and increasing; the City designed and built a modern multi-sport and multi-event stadium in downtown High Point (“Stadium”); and

WHEREAS, the Stadium, now named Truist Point, has, since 2019, been the home of the High Point Rockers minor league baseball team and been in use by numerous other groups for sports and entertainment events; and

WHEREAS, the Stadium has demonstrated that it plays a vital part in accomplishing the community goals set forth above, but it is also evident that there is room to grow and to expand the Stadium uses in order to fulfill the City’s original strategy of the Stadium as a multi-sport facility; and

WHEREAS, NCPS, a locally owned company, has had very successful discussions with one of the preeminent professional soccer leagues in North America (“League”), which League is willing, through NCPS, to place a professional soccer team in the City for the benefit of soccer fans and soccer families throughout the Piedmont Triad and central North Carolina as a whole; and

WHEREAS, the popularity of professional soccer, for both men and women, has been increasing steadily in the United States, and, for many years, has been the most popular sport in the world; and

WHEREAS, the City, the Piedmont Triad, and the state of North Carolina all have a long and deep history as active hotbeds of soccer for both men, women, and youth; and

WHEREAS, in order to become the home for high level professional soccer, and in order to meet professional standards of international and national governing bodies of professional soccer, including the Federation Internationale de Football Association (“FIFA”) and the U.S. Soccer Federation, the Stadium must undergo certain changes such that both professional soccer and professional baseball may

play in the Stadium simultaneously, during overlapping seasons, which was an original operational and design intent of the City; and

WHEREAS, NCPS has represented to the City that the League is willing to enter into an expansion agreement with NCPS to bring elite, high-level, professional soccer to the City and the Stadium if the City is willing to commit to making the Stadium changes listed below.

NOW, THEREFORE, the City and NCPS agree as follows:

1. NCPS and the League have agreed upon terms and will enter into final, binding, and definitive League expansion agreement(s) ("League Expansion Agreement"). No later than 60 days from the Effective Date, as defined below, NCPS shall provide the City with a signed verification from an authorized representative of NCPS confirming the completion and execution of the League Expansion Agreement and the current, complete League venue design standards and commercial guidelines.
2. Upon receipt of confirmation of the executed League Expansion Agreement and the current, complete League venue design standards and commercial guidelines, the City shall undertake to design and build the following changes and updates to the Stadium, with a targeted completion date of no later than March 1, 2024:
 - A. Installation of an artificial surface that meets FIFA Quality Pro standards and League standards, whether venue design standards or commercial guidelines, as applicable and reflected in the League Expansion Agreement, with any League approved exceptions, and has field dimensions of 75 yards by 120 yards.
 - B. Use of a system or method to temporarily withdraw baseball netting at soccer game time, so that all lines of sight to the soccer field are unimpeded, with any League approved exceptions due to spectator safety concerns.
 - C. Establishment of male and female (1) players' locker rooms and (2) officials' locker rooms.

D. Reconfiguration of the near sideline and baseball right-field corner seating to allow for a safe range for soccer player and referee activity.

E. Establishment of far sideline area for “field round-outs,” including players and officials pro-style benches and tables, hospitality tent, limited far sideline fan seating, and mobile LED field boards along the perimeter of the soccer field with digital ad capability.

3. The City has the financial capacity to facilitate the changes and updates listed above and will work closely with its third-party Stadium operator to bring them to fruition.
4. NCPS shall expeditiously negotiate to a conclusion with the City’s third-party Stadium operator for an event license at the Stadium for the professional soccer games.

As stated above, all of these actions will, for the first time, bring high-level professional soccer to the City for the benefit of soccer fans and soccer families throughout the Piedmont Triad and central North Carolina as a whole.

IN WITNESS THEREOF, the City and NCPS have executed this Memorandum of Understanding, effective as of the ____ day of September, 2022 (“Effective Date”).

Separate signature page to follow.

CITY OF HIGH POINT

ATTEST:

Mary Brooks, Interim City Clerk

Jay W. Wagner, Mayor

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Bobby Fitzjohn, Financial Services Director

NORTH CAROLINA PRO SOCCER, LLC



Megan Oglesby, Manager

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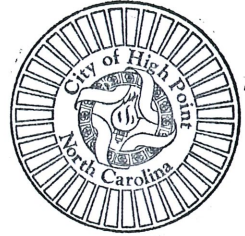
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CITY OF HIGH POINT



Mary S Brooks
Mary Brooks, Interim City Clerk

Jay W. Wagner
Jay W. Wagner, Mayor

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Bobby Fitzjohn
Bobby Fitzjohn, Financial Services Director

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By: Coy O. Williard, Jr.
Name: Coy O. Williard, Jr.
Title: President Chairman

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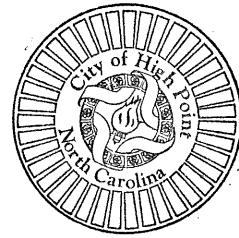
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CITY OF HIGH POINT



ATTEST:

Mary S. Brooks
Mary Brooks, Interim City Clerk

Jay W. Wagner
Jay W. Wagner, Mayor

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Bobby Fitzjohn
Bobby Fitzjohn, Financial Services Director

NORTH CAROLINA PRO SOCCER, LLC

Megan Oglesby
Megan Oglesby, Manager