

Memorandum of Understanding
Town of Morrisville. Wake Technical Community College and Wake County Board of Education

This Memorandum of Understanding (“MOU”) is dated and made effective this ____ day of April 2022 and outlines the conditions by which The Town of Morrisville (“Town”), a municipal corporation, Wake Technical Community College (“WTCC”), a non-profit corporation, and the Wake County Board of Education (“Board”), a body corporate with control and oversight over the Wake County Public School System (“WCPSS”) (collectively referred to as “The Partners”) will work together during the period of April 20, 2022 through October 31, 2022 (“The Term”).

The Town, WTCC and Board have a mutual interest in the establishment of a WCPSS public high school in the Town of Morrisville and a potential high school site has been identified. The subject site is currently owned by WTCC.

WTCC also owns property in the corporate limits of Morrisville which it purchased for a campus known as WTCC RTP campus, but no longer has an immediate need for all the property. The Town has an interest in securing additional park land and WCPSS has an interest in securing property for a new high school site. Together, the Partners have a mutual interest in creation of park and adjacent school facilities on approximately 51 acres of the land owned by WTCC but not needed for immediate use.

In order to provide parkland for use by the Town and community, WTCC desires to lease approximately 17.5 acres of land to the Town for a nominal rent for development of a Park. A preliminary concept map of the Park is attached as Exhibit A.

The Partners agree to commence a six-month process to explore and collaborate on the specifics of Park location, design, and mutual use, as follows:

1. WTCC, Town and Board will work together to designate the boundaries of the proposed Park Property from the 97-acre tract WTCC currently owns, as described in Deed Book 14577, Page 1085 and as shown on Book of Maps 2015, Page 1088, Wake County Registry (LOGR Part 1, Wake Technical Community College RTP Campus).
2. WTCC and Town will work together to establish a mutually agreeable long-term lease, lease term and nominal rent for the Park Property.
3. The Partners will work together to formalize a framework for development of the Park Property. It is contemplated that the Town will prepare initial draft plans for the future design and construction of the Park Property and would be primarily responsible for associated construction and maintenance costs.
4. Town will work with WCPSS to evaluate options to provide for an additional access point to the park site from the school site and to consider shared use of school parking and will also work with WTCC to evaluate options to provide access and parking from the WTCC site for park patrons.
5. WCPSS will collaborate with Town and Wake County for explore funding opportunities to assist with design and infrastructure costs for the Park Property from the County’s School/Park support funds.

6. The Town currently owns a 2.5-acre tract, previously purchased from WTCC, to be used for construction of a fire station (Deed Book 18510, Page 154; Book of Maps 2021, Page 730, Wake County Registry). WCPSS has an interest in incorporating this property into the potential school site to meet the program requirements of a high school. The Partners agree to evaluate the potential designation of a site of comparable size on the northeastern portion of the School Property for the potential swap and construction of a Fire Station.

By executing this MOU, each Partner is expressing its intention to work with the other partner in realizing this vision and to conduct financial and organizational analysis for the described work. The Partners will collaborate with each other on this effort and will keep each other informed as to material progress and decisions made that affect the effort. During the term, the Partners agree to meet or speak on a regular basis and to evaluate progress regularly.

The ultimate goal of the MOU is to agree upon a financial and organizational framework, as approved by the governing board of each organization by the end of the term, and to incorporate those financial and organization terms into written and binding agreements governing the design, construction, leasing and use of the Park Property.

Notwithstanding the foregoing, participation in this MOU is non-binding. Neither Partner is obligated to enter into a long-term contact with the other. Either Partner may discontinue participation in the MOU for any reason at any time, and each party shall bear the cost of its own activities under this MOU.

This Memorandum of Understanding contains the expressed intent of the Partners and their sole and entire understanding. The Partners agree that any statements, representations, discussions, or documentation, whether made prior to or contemporaneously with the execution of the Memorandum of Understanding, have been merged into it and fairly and comprehensively memorializes the intent of the Partners.

The parties have executed this Memorandum of Understanding, as of the day and year first above written.

Martha Paige
Town Manager
Town of Morrisville

Cathy Q. Moore
Superintendent
Wake County Public School System

Scott Ralls
President
Wake Technical Community College

Exhibit A: Preliminary Concept Plan of the School and Park

