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A PROFESSIONAL CORPORATION

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November 27, 2002

FROM THE DESK OF  
**GEOFFREY E. GLEDHILL**  
E-MAIL: [geoffrygledhill@cgandh.com](mailto:geoffrygledhill@cgandh.com)

Mr. Craig Benedict  
Orange County Planning Director  
Orange County Planning Department  
Post Office Box 8181  
Hillsborough, North Carolina 27278

**RE: Schools Adequate Public Facilities**

Dear Craig:

Enclosed is a revised addendum to the MOU among Carrboro, Chapel Hill, Orange County and the Chapel Hill-Carrboro Board of Education. This revised addendum adds additional language to the MOU requested by Carrboro in its approval of the MOU. When I first developed the addendum to the MOU I did not realize that the request by Carrboro for Town comment on the Board of Commissioners changes to projected student membership, growth rate methodology used to determine this rate and the student generation rate had not been incorporated into the MOU. I had understood that this requested change had already been incorporated into a revised MOU. I discovered that it had not when I was crafting amendments to the MOU among Orange County, Hillsborough and the Orange County Board of Education.

Enclosed too is an addendum to the MOU among Hillsborough, Orange County and the Orange County Board of Education to accommodate the fact that the Orange County School District middle school level is presently at 115% of building capacity. I have also enclosed a draft form of an Orange County ordinance which also accommodates this circumstance. This ordinance will create two overlay districts. One of these districts will be the portion of the Chapel Hill-Carrboro School District which is within Orange County's planning jurisdiction (outside of the Joint Planning Area). The other will be the portion of Orange County's planning jurisdiction that is within the Orange County School District. Changes to the Hillsborough Zoning Ordinance

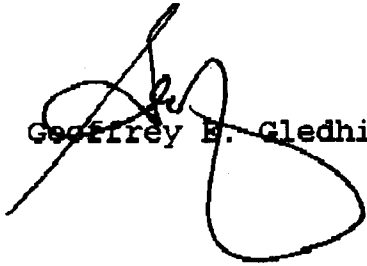
Mr. Craig Benedict  
Page 2  
November 27, 2002

and Hillsborough Subdivision Regulations will also be necessary. I will craft the pro forma for these changes next week.

I have included two options for handling the fact that school membership within the middle school level of the Orange County School District now exceeds 107% of building capacity. The first option establishes an interim level of service of 115%. The second option suspends altogether, for an interim period, consideration of the percent school membership in the middle school level exceeds building capacity. Either option should allow the SAPFO to begin in February of 2003. The first option provides an interim level of service for the middle school level. The second option would allow school membership in the middle school level to be at any percentage of building capacity during the interim period.

Very truly yours,

COLEMAN, GLEDHILL & HARGRAVE, P.C.



Geoffrey E. Gledhill

GEG/lsg  
Enclosures

- xc: Barry Jacobs
- Margaret Brown
- Moses Carey, Jr.
- Alice Gordon
- Steve Halkiotis
- John M. Link, Jr.
- Rod Visser

- Michael B. Brough, Esquire
- Ralph D. Karpinos, Esquire
- John G. McCormick, Esquire
- D. Michael Parker, Esquire

**ADDENDUM TO  
SCHOOLS ADEQUATE PUBLIC FACILITIES  
MEMORANDUM OF UNDERSTANDING**

This Addendum to the Schools Adequate Public Facilities Memorandum of Understanding is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the Town of Carrboro, the Town of Chapel Hill, the Chapel Hill-Carrboro City Board of Education and Orange County.

WHEREAS, the Town of Carrboro, in a resolution approving the MOU, sought assurance that its recommendation would be received and considered by the Board of Commissioners prior to the Orange County Board of Commissioners changing the projected student membership growth rate, the methodology used to determine this rate or the student generation rate; and

WHEREAS, the Town of Carrboro, in a resolution approving the Schools Adequate Public Facilities Memorandum of Understanding among the Town of Carrboro, the Town of Chapel Hill, the Chapel Hill-Carrboro City Board of Education and Orange County (hereinafter the MOU), sought further clarification concerning the commitment it is making to the Schools Adequate Public Facilities Program as expressed by the following language contained in the resolution of the Carrboro Board of Aldermen approving the MOU:

Carrboro intends to remain committed to the MOU only as long as the County continues to execute the CIP as agreed in the MOU. If the Carrboro Board of Aldermen find the County is no longer in compliance with the CIP as outlined in the MOU, Carrboro will no longer consider itself bound by this MOU and may consider repealing the Ordinance referenced in Section 2 [of the MOU]; and

WHEREAS, Chapel Hill, the Chapel Hill-Carrboro City Board of Education and Orange County concur with the stated Carrboro concerns being made part of the MOU;

NOW, THEREFORE, the parties to this Addendum to the MOU and to the MOU hereby agree that Section 1.d. is amended to read as follows:

Section 1.d. After the adoption of the ordinances referenced in Section 2, the Orange County Board of Commissioners may change the projected student membership growth rate, the methodology used to determine this rate, or the student generation rate if the Board concludes that such a change is necessary to predict growth more accurately. Before making any such change, the Board shall receive and consider the recommendation of a staff committee consisting of the planning directors of the Town(s) and the County and a representative of the School District appointed by the Superintendent. The committee shall provide, in a timely manner, a copy of its recommendation to the governing boards of the other parties to this memorandum at the time it provides such recommendation to the Board of Commissioners and the Board of Commissioners shall provide an opportunity for those governing Boards to comment on the

(6)

recommendation. In making its recommendation, the committee shall consider the following, and in making its determination, the Board of Commissioners shall consider the following:

- (i) The accuracy of the methodology and projected growth rate then in use in projecting school membership for the current school year;
- (ii) The accuracy of the student generation rate then in use in predicting the number of students at each level actually generated by each new housing type;
- (iii) Approval of and issuance of CAPS for residential developments that, individually or collectively, are of sufficient magnitude to alter the previously agreed upon school membership growth projections; or
- (iv) Other trends and factors tending to alter the previously agreed upon projected growth rates.

If any such change is made in the projected growth rate, the methodology for determining this rate, or the student generation rate, the Orange County Board of Commissioners shall inform the other parties to this Memorandum prior to February 1<sup>st</sup> in any year in which such change is intended to become effective what change was made and why it was necessary.

and that Section 9 of the MOU is amended to read as follows:

**Section 9.** The parties acknowledge that this Memorandum of Understanding is not intended to and does not create legally binding obligations on any of the parties to act in accordance with its provisions. Rather, it constitutes a good faith statement of the intent of the parties to cooperate in a manner designed to meet the mutual objective of all the parties that the children who reside within the School District are able to attend school levels that satisfy the level of service standards set forth herein.

The Town of Carrboro intends to remain committed to the MOU only as long as Orange County continues to execute the CIP as agreed in the MOU. If the Carrboro Board of Aldermen find Orange County is no longer in compliance with the CIP as outlined in the MOU, the Town of Carrboro will no longer consider itself bound by this MOU and may consider repealing the Ordinance referenced in Section 2 of this MOU.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

7

TOWN OF CARRBORO

SEAL

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

TOWN OF CHAPEL HILL

SEAL

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Town Clerk

ORANGE COUNTY

SEAL

By: \_\_\_\_\_  
Chair, Board of Commissioners

Attest:

\_\_\_\_\_  
Clerk to the Board of Commissioners

THE CHAPEL HILL-CARRBORO  
CITY BOARD OF EDUCATION

SEAL

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary