

A RESOLUTION ACCEPTING OWNERSHIP OF THE CARR COURT
HEAD START BUILDING FROM CHAPEL HILL-CARRBORO CITY SCHOOLS
AND AUTHORIZING STAFF TO BEGIN THE PROCESS PER GENERAL STAUTE 160-
272 TO LEASE THE PROPERTY TO COMMUNITY SCHOOLS FOR PEOPLE UNDER
SIX FOR NO MORE THAN 10 YEARS

Resolution No. 84/2008-09

WHEREAS, the Community School for People Under Six is being displaced by the Chapel Hill-Carrboro City Schools in order to construct Elementary School Number Eleven (11) on the North Side Multi-Purpose site; and

WHEREAS, the Community School For People Under six has been located at the current site since the 1970's and will now be displaced; and

WHEREAS, on August 30, 1996 the Town of Carrboro entered into a mutual agreement with the Chapel Hill-Carrboro City School System to allow the school system to place a modular classroom building on a Town-owned property to provide a home for a Head Start program that would serve early child care needs in the community and is no longer needed for that purpose by the school system; and

WHEREAS, the Town of Carrboro had a park area located in the Carr Court Community that was experiencing a lot of social problems related to illegal activities that required a lot of Town presence and provided a need for a community police office in the community; and

WHEREAS, it was mutually agreed that a partnership between the two parties would benefit the neighbors and the Head Start Program; and

WHEREAS, because the Head Start Program no longer needs the facility to house the Head Start Program, the Community School for People Under Six is in need of a location, and the Town of Carrboro might want to maintain a positive presence in the community by having a place to meet when needed or provide programs for the community, it is felt that the Town would like to allow another children's program to use the Carr Court site; and

WHEREAS, the Chapel Hill-Carrboro City Schools has given ownership of the building to the Town of Carrboro and upon acceptance by the Town will provide an opportunity for the Town to assist the Community School for People Under Six to be housed in this community to continue to provide a much needed day care service to the community .

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE
TOWN OF CARRBORO:

Section 1. The Board of Aldermen approves the attached agreement accepting the donation of the Head Start classroom building from the Chapel Hill-Carrboro City Schools.

Section 2. The Town Manager is authorized to begin the 10 day public notification process describing the property to be leased to Community Schools for People Under Six, stating the annual lease payments, and announcing the Board's intention to authorize the lease at its next regular meeting. This is in accordance with General Statue 160A-272.

PURCHASE AND SALE AGREEMENT

AN AGREEMENT made as of this ____ day of March 2009, by and between the Town of Carrboro, a North Carolina Municipality, 301 W. Main Street, Carrboro, North Carolina 27510 (the "Town"), and the Chapel Hill-Carrboro City School District, Lincoln Center, Merritt Mill Road, Chapel Hill, North Carolina 27516 (the "School District").

WHEREAS, the Town owns certain real property on Brewer Lane in Carrboro known as "Carr Court;"

WHEREAS, the School District owns certain modular a building now situated at Carr Court now or formerly used for the School District's Head Start program;

WHEREAS, the Head Start program will be vacating the space, and the modular unit is no longer necessary for the School District's operations;

WHEREAS, the Community School for People Under 6 ("CSPU6") has been, or soon will be, displaced from its current place of operation in order to allow the School District to construct a new elementary school and, therefore, seek new accommodations for the operation of its daycare/preschool programs;

WHEREAS, the Town and the School District recognize that the CSPU6 programs fill a definite need within the Chapel Hill-Carrboro community, including providing early education to children who will eventually become School District students; and

WHEREAS, the Town and School District are authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 115C-518 and N.C.G.S. 160A-274.

NOW, THEREFORE, it is agreed by and between the Town and the School District, based on the mutual promises herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

1. The School District shall convey to the Town good title to the modular classroom building now owned by the School District and situated at the Town's Carr Court property;

2. The Town shall pay to the School District One Dollar (\$1.00) in consideration for the modular classroom building. The Town shall also allow the School District to continue to utilize classroom and conference room space without charge for professional development activities when the building is not being used for CSPU6 or Town activities, provided the School District must notify the Town in advance of its intention to use the facility;

3. The modular classroom building will be leased by the Town to CSPU6 as a location for CSPU6's daycare/preschool programs, and/or will be used by the Town for other municipal purposes for the benefit of the community.

WHEREFORE, the parties hereto, by their undersigned authorized representatives, place their signatures as of the date first indicated above.

CHAPEL HILL-CARRBORO CITY SCHOOLS

By: _____

Attest: _____

TOWN OF CARRBORO

By: _____
Steve Stewart, Town Manager

Attest: _____

Chapel Hill-Carrboro City of Education

By: _____
Dr. Neil Pedersen, Superintendent and Secretary
Of the Board of Education

Approved as to Form: _____
School Board Attorney

Approved as to Form: _____
Town Attorney

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

Date: _____

Finance Director, Town of Carrboro