

**Memorandum of Understanding  
Town of Cary and Wake County Board of Education**

This Memorandum of Understanding (“MOU”) is dated and made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022 and outlines the conditions by which The Town of Cary (“Town”), a municipal 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 Board has identified a need for establishment of a WCPSS public high school in the Town of Morrisville and a potential high school site has been identified which is intended to aid in addressing area capacity needs as are evident in current crowding at Panther Creek High School and Green Hope High School in the Town of Cary. The subject site is not large enough to accommodate the full complement of standard outdoor program spaces for a high school and the Partners wish to work together to identify or establish a joint use baseball field with related amenities and surface parking that will support the new high school program and be mutually beneficial to Town.

1. Conditioned on the future construction of a new comprehensive public high school that is anticipated to be located on property currently owned by Wake Technical Community College (“WTCC”), the Partners agree to commence a six-month process with the goal to develop and adopt a Joint Use Agreement (“JUA”) or JUA amendment for Mills Park or Thomas Brooks Park.
2. Partners understand and agree that the Board’s development of a standard high school program baseball field and related program elements at Mills Park School/Park on Town property may impact licensed areas and shared use that is subject to the existing Joint Use Agreement (JUA) between the Partners.
3. Partners agree to work together to determine responsibility for sharing costs. It is anticipated that WCPSS will be primarily responsible for capital cost of the construction of the baseball field and related standard program elements, and that Town will be primarily responsible for capital costs of above-program elements and ongoing maintenance costs.
4. Partners agree to explore opportunities for Town provision of above-program elements related to the baseball field such as lighting, seating, bathrooms, water fountains, or storage facilities, etc. that will support and enhance shared use and maintenance of the standard program elements by the Town and community.
5. Partners agree to work together to develop a schedule for future use of the baseball field that will accommodate the needs of the Partners. It is understood that Town may need to modify its standard programming to accommodate the future high school’s standard program needs during the school year.
6. An illustrative map of the future high school site and Town Parks locations is attached as Exhibit A.

The goal of this 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 development, construction, and/or use of a baseball fields drives and surface parking at Mills Park or Thomas Brooks Park.

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

During the Term, the Partners will work towards the following:

1. Detailed land and development analyses;
2. Detailed discussions regarding how the Partners would finance, construct, develop and/or schedule Town property for the future high school's baseball programming;
3. Detailed discussions regarding the shared use of the baseball field, drives and surface parking, and preparation of a Joint Use Agreement (or update of the existing Joint Use Agreement for the Mills Park) governing the same;
4. Detailed discussions regarding programs that could be shared between the Partners and preparation of a written agreement governing the same; and
5. Any other discussions or documents necessary to move closer to accomplishing the goal of this MOU.

This Memorandum of Understanding contains the expressed intent of the Partners and their sole and entire understanding. The Partners understand that actual development of these amenities will be several years in the future. 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.

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Sean R. Stegall  
Town Manager  
Town of Cary

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Cathy Q. Moore  
Superintendent  
Wake County Public School System

**Exhibit A:  
Illustrative Map of the Future High School and Town Parks Locations**

