

STATE OF NORTH CAROLINA

WAKE COUNTY

FIRST AMENDMENT TO LEVEL 4 JOINT USE AGREEMENT FOR THE BASEBALL FIELD, SOFTBALL FIELD, DESIGNATED PARKING AREAS AND PLAYGROUND AREA AT CEDAR FORK ELEMENTARY SCHOOL

The Wake County Board of Education, hereinafter referred to as “Board,” and the Town of Morrisville, hereinafter referred to as “Town” (collectively, the “Parties”) agree to the following amendments to the LEVEL 4 JOINT USE AGREEMENT FOR THE BASEBALL FIELD, SOFTBALL FIELD, DESIGNATED PARKING AREAS AND PLAYGROUND AREA AT CEDAR FORK ELEMENTARY SCHOOL made and entered into between the Parties on April 24, 2012 (the “Agreement”):

**WITNESSETH:**

WHEREAS, Town and Board entered into the Agreement referenced hereinabove to confirm the rights and responsibilities of the parties for the development, maintenance, joint use and programming of certain recreational improvements on the Cedar Fork Elementary School (“School” or “CFES”) campus; and

WHEREAS, Town and Board entered into a Joint Design, Development, Construction and Use Agreement For the Cedar Fork Elementary School Gymnasium/Community Center (“JDDCUA”) on June 23, 2003 to confirm the rights and responsibilities of the parties for the development, maintenance, joint use and programming of certain recreational improvements and parking areas on the School campus; and

WHEREAS, Town and Board have a mutual interest in providing adequate programming facilities for Board and Town joint use for community parks and recreation; and

WHEREAS, Town and Board have successfully operated the Board facilities as agreed upon and approved by all Parties in the original Agreement; and

WHEREAS, as part of its Capital Improvement Plan, Board has funded and is undertaking a new school project for development of a high school in Morrisville where site constraints will necessitate site redesign of a portion of the School campus to support off-site location of certain standard high school outdoor program facilities; and,

WHEREAS, as a result of the Board project, some of Town’s licensed areas as described in Section 4 of the Agreement will be directly impacted by construction and will be unavailable during the project which will affect Town activity programming and scheduling; and

WHEREAS, pursuant to the Memorandum of Understanding of Town and Board entered on April 21, 2022, Town and Board have worked together to consider the schedule for impacted use of field spaces under the Agreement, the future mutually beneficial use opportunities that

will accommodate the school and community, and the need to modify Town's existing programming to accommodate the planned changes; and

WHEREAS, Board anticipates that the project design activities will proceed on or about September of 2023, that project construction activities will proceed on or about March of 2026, and that project substantial completion will occur in time to support the new high school opening for the 2028-2029 school year, during which construction period shared use under the Agreement of certain licensed areas will be tolled; and

WHEREAS, Board has timely notified Town of the planned new construction and renovations on Board property that are necessary to meet educational program needs; and

WHEREAS, Board has collaborated with Town and consulted in the planning and design of a preliminary fit plan to identify the potential educational program improvements and licensed areas impacted by the site redesign of a portion of the School campus to help inform future programming of the facilities for Board and Town joint use for community parks and recreation; and

WHEREAS, upon undertaking operations pursuant to the Agreement, the Parties have collaboratively identified certain aspects of the Agreement for which modifications are needed to provide clarity as to the parties' respective rights and responsibilities under the Agreement from and after Board's final completion of the redesign project to support the new high school; and

WHEREAS, Section 2 of the Agreement provided for an initial twenty-five (25) year term from the date of execution, which Town and Board desire to extend to continue its successful relationship; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, cooperation between the Town and Board is necessary; and

WHEREAS, this Agreement is entered into pursuant to North Carolina General Statutes, Article 20, Part 1 of Chapter 160A.

NOW, THEREFORE, in consideration of the mutual goals and promises contained herein, and the mutual benefits to result therefrom, the Parties agree to amend the Agreement in the following manner:

1. Amendment of Section 2. To continue their successful joint use relationship, Town and Board agree to extend the initial term of the Agreement and hereby establish a twenty-five (25) year term beginning on the Effective Date of this First Amendment to the Agreement as described in Section 15 hereinbelow. At the end of the extended term of this Agreement, the Town shall have the exclusive option to extend the Town's use for an additional twenty-five (25) year period so long as the property is not needed for Board purposes and the facility is operated as a school.
2. Amendment of Section 4. Enhancements, Modifications, Renovation, or New Construction on Board Property by Board and Town: The Parties agree that Section 4 of the Agreement

– Enhancements, Modifications, Renovation, or New Construction on Board Property by Board and Town – shall be amended by addition of the following as a second paragraph following the existing provisions:

“Town and Board agree that access to the CFES building, including the Town Community Center and Gymnasium, and the related parking areas is critical to the operations of the school and park. Reasonable good faith efforts will be made by Town and Board to maintain access to these facilities throughout implementation of any enhancements, modifications, renovations, or new construction on the CFES campus. Access to the Town Community Center will be maintained throughout any Board construction activities and adequate parking will remain available somewhere on the CFES campus to support community center use with a safe pedestrian path from the parking area to the Town Community Center entrance maintained. In the event Town maintenance, repairs, modifications, renovations or construction precludes access to the high school program areas for scheduled practices or game use, Town will work with the high school to relocate any practices or games to an alternate Town facility if possible.”

3. Amendment of Section 4. Town Licensed Areas (TLAs): The Parties agree that Section 4 of the Agreement – Town Licensed Areas (TLAs) – shall be stricken and replaced in its entirety with the following language:

“4. Town Licensed Area(s) (TLA).

The Board hereby gives and grants to the Town permission to use certain areas at CFES (designated as Town Licensed Areas on Exhibit B) pursuant to the terms of this Agreement:

- A. Staff and Visitor Parking Area and Access
- B. Bus Loop Parking and Drive Access
- C. Baseball Field with Irrigation and Lights
- D. Softball Field with Irrigation and Lights
- E. Playground and Playground Equipment
- F. Tennis Courts with Lights
- G. Restrooms/Storage Building

4. Amendment of Section 7.B.3.: The Parties agree that Section 7.B.3. of the Agreement shall be stricken and replaced in its entirety with the following language:

“3. Town will be allowed to schedule the use of the baseball/softball fields, softball field, tennis courts and designated playground located at CFES during those times that such areas are not needed for Board activities.”

5. Amendment of Section 9.A.: The Parties agree that Section 9.A.. of the Agreement shall be stricken and replaced in its entirety with the following language:

“A. Town shall be responsible for all upkeep, maintenance and repairs of the following Joint Use Areas:

- 1. Softball/Baseball Fields

2. Softball Field
  3. Tennis Courts
  4. Designated Playground and Playground Equipment
  5. Other related Improvements located within TLA (i.e., lighting, irrigation systems, seating, etc.) as otherwise agreed upon by the Parties in writing.
  6. Stormwater Management/Bio-Retention Areas and Stormwater Control Measures (SCM) devices located within TLAs.
6. Amendment of Section 9.B.: The Parties agree that Section 9.B. of the Agreement shall be stricken and replaced in its entirety with the following language:

“9.B. Board and Town shall share responsibility for the maintenance and repair of the CFES parking and drive access areas as pursuant to the Standards prescribed in the Maintenance Charts and in the Landscape Maintenance Standards (Exhibit C).

1. Visitor and Staff Parking Areas and Drive Access
2. Interior Bus loop Parking
3. Perimeter Bus Loop Parking and Drive Access; and
4. Supplemental Tennis Courts/Softball Field Parking

7. Amendment of Section 17: The Parties agree that Section 16 of the Agreement shall be stricken and replaced in its entirety with the following language:

“16. Notices.

All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by facsimile; electronic transmission, certified mail, return receipt requested, postage prepaid, or by a national overnight delivery service, and addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

Board:           The Wake County Board of Education  
Wake County Public School System  
5625 Dillard Drive  
Cary, North Carolina 27518  
Attention: Senior Director of Real Estate Service

Town:            Town Manager  
Town of Morrisville  
100 Town Hall Drive  
Morrisville, North Carolina 27560

Such notices shall be deemed received on receipt on confirmation of receipt of transmission if sent by facsimile or electronic transmission (or alternatively, in the case of electronic transmission, upon receipt by sender of a responsive e-mail from one or more recipient of the electronically transmitted notice), or upon actual receipt or refusal of delivery if sent via certified mail or overnight delivery service.”

8. Amendment to Section 21. The Parties agree that Section 21 of the Agreement is no longer necessary or appropriate, and that it is hereby stricken in its entirety.
9. Amendment to Section 22. The Parties agree that Section 22 of the Agreement shall be stricken and replaced in its entirety with the following language:

**“22. Entire Agreement.**

The Town agrees that this document and its Exhibits constitute the entire agreement between the Parties and may only be modified by a written mutual agreement signed by the Parties. To the extent that there is any conflict between the terms of this Agreement and prior understanding or agreement between the Parties, as well as any applicable Interlocal Agreement, the terms of this Agreement, including its Exhibits, shall control. This Agreement fully incorporates the following Exhibits:

- Exhibit A - Site Plan
- Exhibit A.1 - Preliminary Fit Plan of Educational Program Improvements
- Exhibit B - Aerial Photo of Town Licensed Areas
- Exhibit C - Maintenance Charts
- Exhibit D - WCPSS – Landscape Maintenance Standards”

10. Amendment of Section 22 Exhibit A.: The Parties agree that in furtherance of the Amendment to Section 22 as described hereinabove, Exhibit A which provides the Site Master Plan as described in Section 22 is hereby stricken and replaced in its entirety with Exhibit A which is attached hereto and incorporated by reference.
11. Addition of Section 22 Exhibit A.1.: The Parties agree that in furtherance of the Amendment to Section 22 as described hereinabove, Exhibit A.1 which provides the Preliminary Fit Plan of Educational Program Improvements as described in Section 22 is hereby added to the Agreement in its entirety with Exhibit A.1 which is attached hereto and incorporated by reference.
12. Amendment of Section 22 Exhibit B: The Parties agree that in furtherance of the Amendment to Section 22 as described hereinabove, Exhibit B which provided an Aerial Photo of Town Licensed Areas as described in Section 22 is hereby stricken and replaced in its entirety with Exhibit B which is attached hereto and incorporated by reference.
13. Amendment of Section 22 Exhibit C: The Parties agree that in furtherance of the Amendment to Section 22 as described hereinabove, Exhibit C which provides the Maintenance Charts as described in Section 22 is hereby amended by:
  - a. Replacement of the Maintenance Chart for Softball/Baseball Fields in its entirety with the Maintenance Chart for Baseball/Softball Fields which is attached hereto, labeled Exhibit C and is incorporated herein by reference; and
  - b. By the addition of the Maintenance Chart for Tennis Courts which is attached hereto, labeled Exhibit C and is incorporated herein by reference; and
  - c. By the addition of the Maintenance Chart for Interior Bus Loop Parking which is attached hereto, labeled Exhibit C and is incorporated herein by reference; and

- d. By the addition of the Maintenance Chart for Perimeter Bus Loop Parking and Drive Access which is attached hereto, labeled Exhibit C and is incorporated herein by reference; and  
By the addition of the Maintenance Chart for Supplemental Tennis Courts/Softball Field Parking which is attached hereto, labeled Exhibit C and is incorporated herein by reference.

14. Amendment to Section 23. The Parties agree that Section 23 of the Agreement shall be stricken and replaced in its entirety with the following language:

“23. Agreement in Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.”

15. Addition of Section 24. The Parties agree that a new Section 24 shall be added to the Agreement by insertion in its entirety of the following language:

“24. Effective Date.

The Effective Date of this First Amendment to the Agreement shall be the date of last execution by Town and Board.”

16. In all other respects, except as specifically amended hereinabove, the Agreement remains unchanged and all of its terms remain in full force and effect and as a binding agreement between the Parties.

**IN WITNESS WHEREOF**, Town and Board have each approved this First Amendment and have caused it to be signed and attested by its duly authorized officers for the purposes therein expressed.

**WAKE COUNTY BOARD OF EDUCATION**

\_\_\_\_\_  
Lindsay Mahaffey, Board Chair (SEAL)

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Catty Q. Moore, Superintendent/Secretary (SEAL)

NORTH CAROLINA

WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that Catty Q. Moore personally appeared before me this day, and being duly sworn by me, acknowledged that she is Superintendent/Secretary of the Wake County Board of Education, and that by authority duly given and as the act of the Board the forgoing instrument was signed by its Chair, sealed with its corporate seal and attested by her as its Superintendent/Secretary.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act (G.S. 155C-441(a)).

\_\_\_\_\_  
WCPSS Finance Officer

**TOWN OF MORRISVILLE**

\_\_\_\_\_  
T J Cawley, Mayor (SEAL)

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Town Clerk (SEAL)

NORTH CAROLINA

WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid hereby certified that \_\_\_\_\_ personally appeared before me this day and being duly sworn by me acknowledged that he/she is \_\_\_\_\_ Town Clerk of the Town of Morrisville, and that by authority duly given and as the act of the Town, the forgoing instrument was signed by its Mayor, sealed with its corporate seal and attested by him/her as its \_\_\_\_\_ Town Clerk.

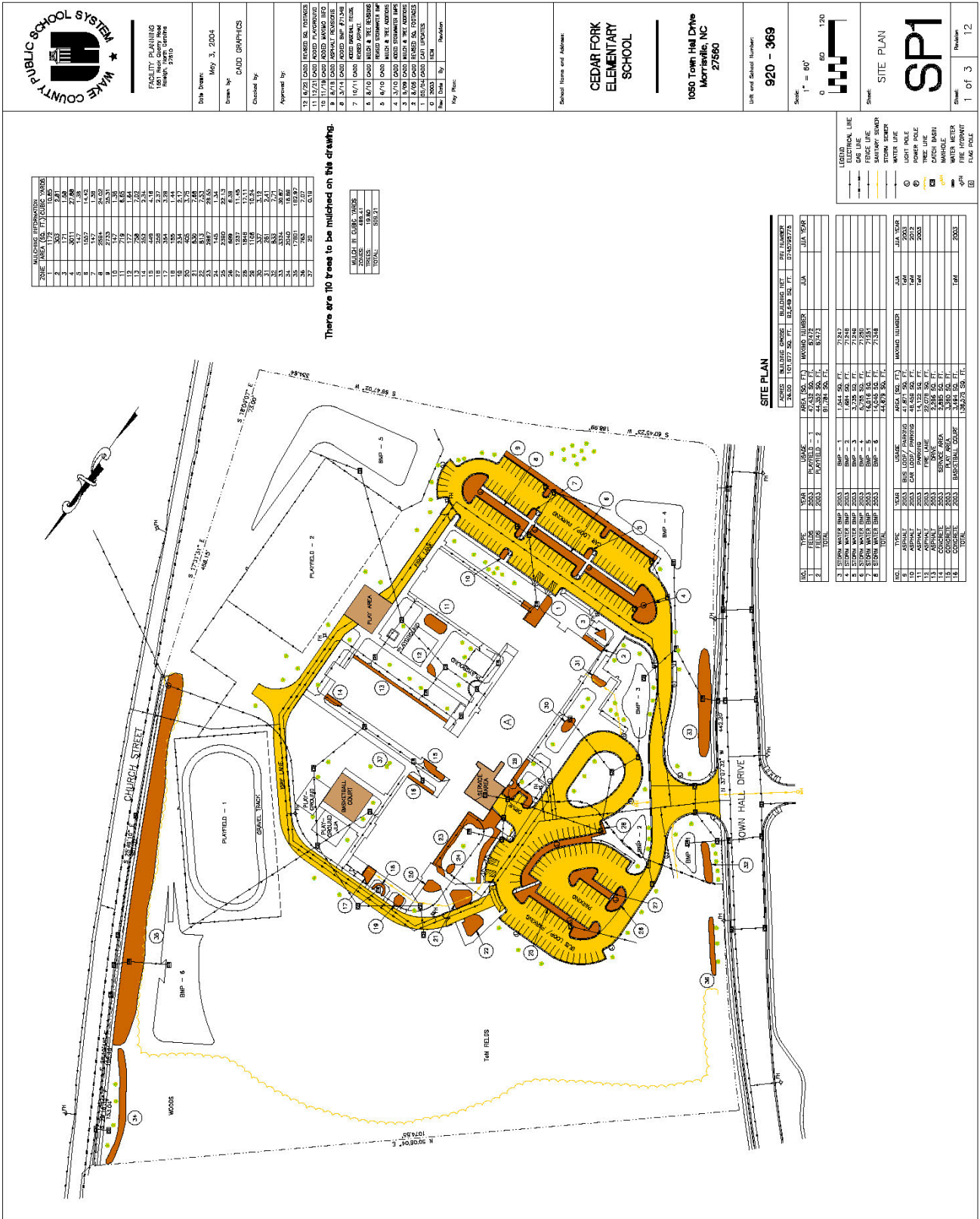
Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
(SEAL)

This instrument has been pre-audited in the manner required by the \_\_\_\_\_ (G.S. \_\_\_\_\_).

\_\_\_\_\_  
Town Finance Officer

# Exhibit A - Site Plan



ZONE	AREA (SQ. FT.)	PERCENT	YARDS
1	1,178	0.45	10.45
2	1,178	0.45	10.45
3	1,178	0.45	10.45
4	1,178	0.45	10.45
5	1,178	0.45	10.45
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97	1,178	0.45	10.45
98	1,178	0.45	10.45
99	1,178	0.45	10.45
100	1,178	0.45	10.45

There are 10 trees to be matched on the drawing.

MATERIAL	QUANTITY	UNIT	PRICE	TOTAL
10" ASPHALT	100	SQ. YD.	1.00	100.00
6" ASPHALT	100	SQ. YD.	0.50	50.00
CONCRETE	100	CY	100.00	10000.00
TOTAL				10150.00

### SITE PLAN

NO.	TYPE	YEAR	USAGE	AREA (SQ. FT.)	MAINTENANCE NUMBER	JULY	JULY YEAR
1	FIELD	2003	PLAYFIELD - 1	17,432	50	7/24/03	2003
2	FIELD	2003	PLAYFIELD - 2	17,432	50	7/24/03	2003
3	STATION	2003	WATER	1,544	50	7/24/03	2003
4	STATION	2003	WATER	1,544	50	7/24/03	2003
5	STATION	2003	WATER	1,544	50	7/24/03	2003
6	STATION	2003	WATER	1,544	50	7/24/03	2003
7	STATION	2003	WATER	1,544	50	7/24/03	2003
8	STATION	2003	WATER	1,544	50	7/24/03	2003
9	STATION	2003	WATER	1,544	50	7/24/03	2003
10	STATION	2003	WATER	1,544	50	7/24/03	2003
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16	STATION	2003	WATER	1,544	50	7/24/03	2003
17	STATION	2003	WATER	1,544	50	7/24/03	2003
18	STATION	2003	WATER	1,544	50	7/24/03	2003
19	STATION	2003	WATER	1,544	50	7/24/03	2003
20	STATION	2003	WATER	1,544	50	7/24/03	2003
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52	STATION	2003	WATER	1,544	50	7/24/03	2003
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69	STATION	2003	WATER	1,544	50	7/24/03	2003
70	STATION	2003	WATER	1,544	50	7/24/03	2003
71	STATION	2003	WATER	1,544	50	7/24/03	2003
72	STATION	2003	WATER	1,544	50	7/24/03	2003
73	STATION	2003	WATER	1,544	50	7/24/03	2003
74	STATION	2003	WATER	1,544	50	7/24/03	2003
75	STATION	2003	WATER	1,544	50	7/24/03	2003
76	STATION	2003	WATER	1,544	50	7/24/03	2003
77	STATION	2003	WATER	1,544	50	7/24/03	2003
78	STATION	2003	WATER	1,544	50	7/24/03	2003
79	STATION	2003	WATER	1,544	50	7/24/03	2003
80	STATION	2003	WATER	1,544	50	7/24/03	2003
81	STATION	2003	WATER	1,544	50	7/24/03	2003
82	STATION	2003	WATER	1,544	50	7/24/03	2003
83	STATION	2003	WATER	1,544	50	7/24/03	2003
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91	STATION	2003	WATER	1,544	50	7/24/03	2003
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93	STATION	2003	WATER	1,544	50	7/24/03	2003
94	STATION	2003	WATER	1,544	50	7/24/03	2003
95	STATION	2003	WATER	1,544	50	7/24/03	2003
96	STATION	2003	WATER	1,544	50	7/24/03	2003
97	STATION	2003	WATER	1,544	50	7/24/03	2003
98	STATION	2003	WATER	1,544	50	7/24/03	2003
99	STATION	2003	WATER	1,544	50	7/24/03	2003
100	STATION	2003	WATER	1,544	50	7/24/03	2003



**FACILITY PLANNING**  
180 North Cherry Road  
Raleigh, NC 27615

Date Drawn: May 3, 2004  
Drawn by: CAID GRAPHICS  
Checked by:  
Approved by:

No.	Date</
-----	--------

Exhibit A.1.:  
Preliminary Fit Plan of Program Improvements



Exhibit B:  
Aerial Photo of Town Licensed Areas

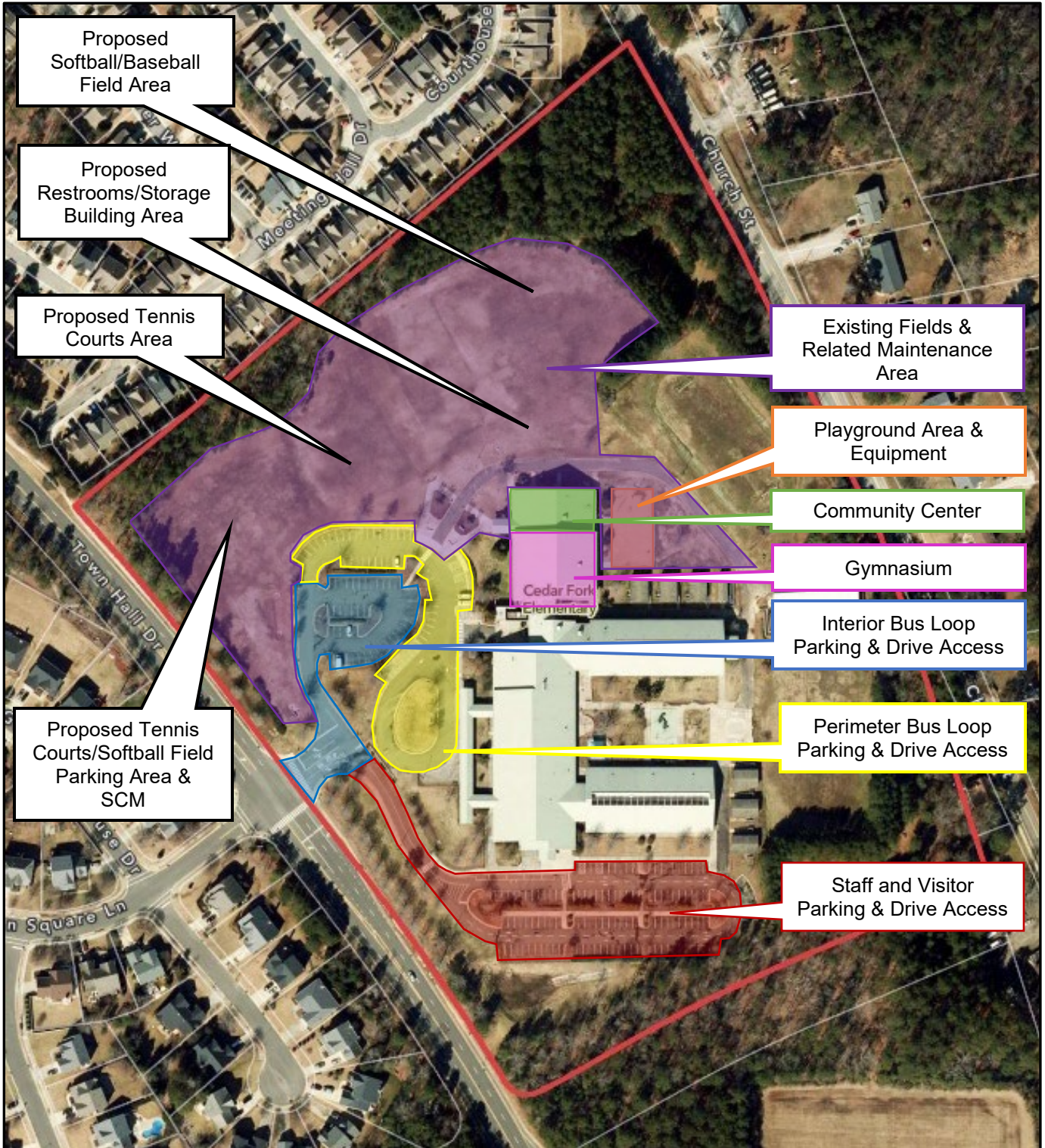


Exhibit C:  
Section 22 Exhibit C: Replacement Maintenance Chart for Softball/Baseball Fields

<b>Softball/Baseball Fields</b>			
<b>Maintenance and Repair Item</b>	<b>Responsible Party for Funding</b>	<b>Responsible Party For Performing Task</b>	<b>Maintenance Classification</b>
Aerate	T	T	ROUTINE
Backstops –fabric repair	T	T	ROUTINE
Backstops –fabric repair/ replacement	T	T	MAJOR
Batting Cage	T	T	ROUTINE/MAJOR
Bleachers	T	T	ROUTINE/MAJOR
Dugouts	T	T	ROUTINE
Fertilize (Per Maintenance Standards)	T	T	ROUTINE
Fence repair	T	T	ROUTINE/MAJOR
Field Access Fence Locks	T/B	Each party will be responsible for its lock(s)	ROUTINE
Herbicide – Pre-emergent	T	T	ROUTINE
Herbicide – Spot	T	T	ROUTINE
Infield dragging	T	T	ROUTINE
Infield material addition & distribution	T	T	ROUTINE
Infield renovation/rework/disk infield	T	T	MAJOR
Irrigation - Clean, repair, replace heads and valves	T	T	ROUTINE
Irrigation winterization (annually)	T	T	ROUTINE
Irrigation - irrigation controller	T	T	MAJOR
Irrigation - pump and assembly	T	T	MAJOR
Lighting (poles, fixtures, bulbs)	T	T	ROUTINE/MAJOR
Utility supply lines (sewer, water, electric)	T	T	ROUTINE/MAJOR
Utility Bills (sewer, water, electric)	T	T	ROUTINE
Line fields	T	T	ROUTINE
Insecticide, including fire ant treatment - WCPSS specification (Top Choice)	T	T	ROUTINE/MAJOR
Maintenance/Storage Building	T	T	ROUTINE/MAJOR
Landscaping - mowing w/edging, trimming, blowing	T	T	ROUTINE
Landscaping - trim trees, shrubs, etc.	T	T	ROUTINE
Score Board	T	T	ROUTINE/MAJOR
Score box	T	T	ROUTINE/MAJOR
Seed, over-seed - 1X/year Bermuda, 1X/yr Winter Rye	T	T	ROUTINE
Storm Water Retention (SCM)	T	T	ROUTINE/MAJOR
Test Soil (annually)	T	T	ROUTINE
Trash collection and removal	T/B	Each party will be responsible for collection and removal	ROUTINE

		of trash generated from their events	
Other routine maintenance items not mentioned above	T/B	TBD	ROUTINE
Other major maintenance items not mentioned above	T/B	TBD (See Note #3 below)	MAJOR

NOTE:

S = WCPSS T = Town U = User Group

1. Primary Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the standard levels.
2. Secondary Responsible Party is financially responsible for additional maintenance requested or required to supplement primary party's maintenance levels.
3. Charts provide a general reference for maintenance requirements and are not intended as an inclusive list of responsibilities. Annual joint site inspections will be conducted by WCPSS and T to review site conditions. Urgent repairs, safety repairs, or life safety repairs shall be called in as identified.
4. This arrangement is intended to apply to the existing Softball/Baseball Fields currently in use as of the date of this Agreement, and is also intended to apply to the new Softball/Baseball field improvement planned by the Parties as of the date of final completion of the renovations on the CFES campus as will be confirmed by the Board in writing, and as further described in the First Amendment of the Joint Use Agreement between Board and Town for designated areas on the Cedar Fork Elementary School campus. Future development may result in amendment of this arrangement.

**Section 22 Exhibit C: Supplemental Maintenance Chart for Tennis Courts**

<b>Hard Court / Tennis Courts</b>			
<b>Maintenance Item</b>	<b>Responsible Party for Funding</b>	<b>Responsible Party For Performing Task to WCPSS/Town Standards on Board/Town Property respectively</b>	<b>Maintenance Classification</b>
Surface repair	T	T	ROUTINE
Resurface Courts	B-50%/T-50%	T (See Note #3 below)	MAJOR
Fence repair/replacement	T	T (See Note #3 below)	ROUTINE/MAJOR
Gates	T	T	ROUTINE
Seating	T	T	ROUTINE
Landscape	T	T	ROUTINE
Lighting (poles, fixtures, bulbs)	T	T	Routine/Major
Utility supply lines (electric)	T	T	Routine/Major
Utility bills (electric)	T	T	Routine/Major
Nets repair/replacement	T	T	ROUTINE
Netting Supports repair/replacement	T	T (See Note #3 below)	ROUTINE/MAJOR
Paint Lines and Markings	T	T	ROUTINE/MAJOR
Sweep/Blow (once per week)	T	T	ROUTINE
Trash collection and removal	B/T	Each party will be responsible for collection and removal of trash generated from their events	ROUTINE
Other routine maintenance items not mentioned above	B/T	TBD	ROUTINE
Other major maintenance items not mentioned above	T/B	TBD (See Note #3 below)	MAJOR

NOTE: B = Board      T = Town      TBD = To be determined

1. Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies necessary to provide the service to maintain the approved standards.
2. Charts provide a general reference for maintenance requirements and are not intended as an inclusive list of responsibilities. Additional maintenance issues shall be discussed and scheduled during the site's scheduling meetings conducted three times a school calendar year
3. Parties agree to provide advance notice of and schedules for any major maintenance.
4. This arrangement is for the planned tennis courts improvements area as of the date of final completion of the renovations on the CFES campus as will be confirmed by the Board in writing, and as further described in the First Amendment of the Joint Use Agreement between Board and Town for designated areas on the Cedar Fork Elementary School campus. Future development may result in amendment of this arrangement.

Section 22 Exhibit C:  
Replacement and Supplemental Maintenance Charts for Parking and Drive Accesses

<b>Interior Bus Loop Parking</b>					
<b>Maintenance and Repair Item:</b>	<b>Responsible Party for Funding:</b>			<b>Responsible Party for Performance of Task:</b>	<b>Maintenance Classification:</b>
Landscape - Edging - Mulch - Trim shrubs, trees, etc.	S	100%		S-per WCPSS Standards	ROUTINE
Lighting and poles	T	100%		T-Solely Responsible	ROUTINE
Repair cracks and pot holes	T	100%		T-Solely Responsible	ROUTINE
Re-Surfacing Asphalt	T	100%		T-Solely Responsible	MAJOR
Re-Striping Parking and Directional Markings	T	100%		T-Solely Responsible	MAJOR
Other routine and major maintenance items not mentioned above	T	100%		T- Solely Responsible	ROUTINE / MAJOR

<b>Perimeter Bus Loop Parking and Drive Access</b>						
<b>Maintenance and Repair Item:</b>	<b>Responsible Party for Funding:</b>				<b>Responsible Party For Performance of Task:</b>	<b>Maintenance Classification:</b>
Lighting and poles	T	100%			See note #4	ROUTINE
Landscape - Edging - Mulch - Trim shrubs, trees, etc.	S	100%			S – per WCPSS Standards	ROUTINE
Trash removal	T		S		USER (100%)	ROUTINE
Re-striping	T	50%	S	50%	S – per WCPSS Standards	ROUTINE
Repair pot holes	T	50%	S	50%	S – per WCPSS Standards	ROUTINE
Resurface Asphalt	T	50%	S	50%	S – per WCPSS Standards	MAJOR
Other routine and major maintenance items not mentioned above to be negotiated	T		S		See note #4	ROUTINE / MAJOR

NOTE:

1. S = School                      T = Town
2. Charts provide a general reference for maintenance requirements and not intended as an inclusive list of responsibilities. Additional maintenance issues shall be discussed and scheduled during the site's scheduling meetings conducted three times a school calendar year.
3. Annual maintenance fee apportioned by the square footage of the Town Licensed Areas minus square footage of the Board's approved program space (multipurpose room) and based upon figures included in the "Strategies To Optimize the Planning, Design, Construction, Repair and Maintenance of School and County Facilities" dated June 2001, escalated annually based upon the CPI index or other agreed upon inflation index..
4. Property to be maintained at or above WCPSS minimum standards.

<b>Supplemental Tennis Courts/Softball Field Parking</b>						
<b>Maintenance and Repair Item:</b>	<b>Responsible Party for Funding:</b>				<b>Responsible Party For Performance of Task:</b>	<b>Maintenance Classification:</b>
Lighting and poles	T	100%			T-Solely Responsible	ROUTINE
Landscape - Edging - Mulch - Trim shrubs, trees, etc.	S	100%			S – per WCPSS Standards	ROUTINE
Trash removal	T		S		100% for their use/events	ROUTINE
Re-striping	T	50%	S	50%	S – per WCPSS Standards	ROUTINE
Repair pot holes	T	50%	S	50%	S – per WCPSS Standards	ROUTINE
Resurface Asphalt	T	50%	S	50%	S – per WCPSS Standards	MAJOR
Other routine and major maintenance items not mentioned above to be negotiated	T		S		See note #4	ROUTINE / MAJOR

NOTE:

1. S = School      T = Town
2. Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies necessary to provide the service to maintain the approved standards.
3. Charts provide a general reference for maintenance requirements and not intended as an inclusive list of responsibilities. Additional maintenance issues shall be discussed and scheduled during the site's scheduling meetings conducted three times a school calendar year.
4. Parties agree to provide advance notice of and schedules for any major maintenance
5. This arrangement is for the planned parking area improvements to support the tennis courts and softball field improvements of the date of final completion of the renovations on the CFES campus as will be confirmed by the Board in writing, and as further described in the First Amendment of the Joint Use Agreement between Board and Town for designated areas on the Cedar Fork Elementary School campus. Future development may result in amendment of this arrangement.
6. Property to be maintained at or above WCPSS minimum standards.