

**NORTH CAROLINA  
WAKE COUNTY**

**LEVEL 4 JOINT USE AGREEMENT  
FOR THE BASEBALLFIELD, MULTIPURPOSE FIELD, GRAVEL WALKING TRACK,  
HARD COURT PLAYAREA, 3-5 PLAYGROUND, DESIGNATED PARKING AREA  
AND DRIVE ACCESS AT BAUCOM ELEMENTARY SCHOOL**

This Agreement for the joint use of the baseball field, multipurpose field, gravel walking track, hard court play area, 3-5 playground, designated parking areas and drive access at Baucom Elementary School (hereinafter referred to as "Agreement") made and entered into the 1<sup>st</sup> day of **July 2007**, by and among the **TOWN OF APEX**, a municipal corporation of the State of North Carolina (hereinafter referred to as "Town") and the **WAKE COUNTY BOARD OF EDUCATION** (hereinafter referred to as "Board").

**WITNESSETH**

**THAT WHEREAS**, the parties recognize that joint action and cooperation between Board and Town shall ensure that the best facilities and services are provided to the citizens of Wake County with the least expenditure of public funds; and

**WHEREAS**, Board and Town are mutually interested in quality education and recreation programs for Wake County students and citizens; and

**WHEREAS**, Board and Town are authorized to enter into agreements with each other to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing quality programs and facilities; and

**WHEREAS**, Town desires to enter into an agreement for the use of Board property; and,

**WHEREAS**, Board owns certain real property at 400 Hunter Street which is the campus for Baucom Elementary School, (hereinafter referred to as "BES " or "Board Property"); and

**WHEREAS**, Board and Town desire to jointly use the baseball field, multipurpose field, gravel walking track, hard court play area, 3-5 playground, designated parking areas and drive access at BES for the benefit of the school and community; and

**WHEREAS**, Board has determined that the areas to be jointly used are not necessary at all times after normal school hours for public school purposes during the term of this Agreement; and

**WHEREAS**, Town desires to maintain the baseball field, multipurpose field, gravel walking track, designated parking areas and drive access per the Maintenance Charts and Landscape Maintenance Standards located at Attachment A, in exchange for the ability to schedule use when such are not scheduled or needed by the school; and

**WHEREAS**, Board desires to permit Town to use and to schedule the use of baseball field, multipurpose field, gravel walking track, designated parking areas and drive access at BES, when such are not scheduled or being used by the Board; and

**WHEREAS**, community use of school property and facilities is encouraged by the Community Schools Act North Carolina General Statute (N.C.G.S.) 115C-203 *et seq.*; and

**WHEREAS**, Board and Town desire that members of the community shall have access to the baseball field, multipurpose field, gravel walking track, hard court play area, 3-5 playground, designated parking areas, and drive access at BES when not necessary for school purposes, and

**WHEREAS**, Board and Town are authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 115C, Article 13; N.C.G.S. 115C-518; N.C.G.S. 115C-524; and N.C.G.S. 160A-274:

**NOW, THEREFORE**, pursuant to N.C.G.S. 115C, Article 13; N.C.G.S. 115C-524(b); and N.C.G.S. 160A-274 and in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are hereinafter set forth, the Board and Town do hereby agree as follows:

1. **Property Description.**

A. V. Baucom Elementary School is located at 400 Hunter Street, Apex, North Carolina, and more specifically identified as PIN # 0742332465 and consisting of approximately 17.31 acres.

2. **Term.**

The term of this Agreement shall be for a period of twenty-five (25) years from the date of execution of the Agreement.

3. **Liability.**

Town agrees that Board is authorizing the use of its property pursuant to this Agreement, only to the extent permitted by N.C.G.S. 115C-524(b), and that the Board does not hereby incur any liability to the Town or any member of the public for permitting this use. No liability shall attach to the Board of Education, individually or collectively, for any injury suffered by reason of the Town's use or maintenance of Board property pursuant to this Agreement. To the extent permitted by law, the Town shall indemnify, protect, and hold harmless the Board, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the Town its agents, invitees, contractors, or employees.

4. **Enhancements, Modifications, Renovations, and New Construction on Board Property by Board and Town.**

The Board and Town shall consult, plan, and coordinate prior to making improvements to the Town Licensed Areas. The Board may make any enhancements, modifications, renovations, or new construction on Board Property for educational programming needs. The Board may make such enhancements, modifications, renovations, or new construction in its sole discretion without the approval from the Town; however, the Board shall notify the Town that it is making such improvements. The Town shall be responsible for any enhancements, modifications, renovations, or new construction for Town needs; however, the Town shall make no such improvements without the Board or Board designee's prior *written* approval. After the Board approves the plans and schedule for improvement proposed by the Town, the Town shall proceed with the improvements at its expense. The Town shall plan and coordinate such improvements with the Board to ensure that such improvements pursuant to this Agreement are completed with minimum impact on operations of Board property. The Town will be responsible for and shall repair at its sole expense any damage to drive accesses, parking areas, or other Board Property incurred from their construction.

5. **Town's Licensed Areas.**

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

- A. Baseball Field with lights
- B. Multipurpose Field
- C. Gravel Walking Track
- D. Hard Court Play Area
- E. 3-5 Playground
- F. Field Parking Areas and Drive Access (Currently 52 spaces)

6. **Ownership.**

All improvements made to or upon Board Property shall be the property of the Board.

7. **Appropriate Use.**

No use of BES shall be inconsistent with the proper care and preservation of public school property.

8. **Joint Use and Scheduling of Town Licensed Areas.**

The Board and Town agree that use of Town Licensed Areas as shown on Attachment B shall be in accordance with the following conditions and provisions:

A. **Administrative Control.**

- 1. The Superintendent of the Wake County Public School System or designee shall have administrative control of Board Property at all times.
- 2. Normal school hours are defined as daily student and teacher workdays from 7a.m.-6p.m. From time to time, specific school activities, events, or games may end before or extend beyond normal school hours.
- 3. Non-school hours are defined as daily after normal school hours, weekends, holidays, staff vacation days, and during school breaks including spring, summer and winter breaks.

B. **Scheduling and Use.**

- 1. Use of the Town Licensed Areas at BES after normal school hours and after school events shall be in accordance with the following conditions and provisions:
  - a. Field maintenance shall be in accordance with the Maintenance Charts and the Landscape Maintenance Standards located at Attachment A.
  - b. Board and Town designees shall:
    - (1) Coordinate and establish the times available for use at the campus level.
    - (2) Make determinations for field accessibility and use based on turf conditions and safety level.
  - c. Field conditions may limit use.
- 2. Town agrees that the Board shall have first priority for scheduling and use of Board property.
- 3. Town will be allowed to schedule the use of the baseball field, multipurpose field, designated parking areas and drive access at BES during those times that the baseball field, multipurpose field, designated parking areas and/or drive access are not needed for school system activities.
- 4. Board and Town agree to coordinate activities including after-school care programs to allow for field rotation and to maximize the opportunity for Board and Town programmed use.

5. Board and Town agree to meet a minimum of three times per year to coordinate use, establish maintenance schedules, develop and update the BES master calendar as well as evaluate the conditions of the Town Licensed Areas.
    - a. Board and Town shall work together to develop and maintain a master schedule.
    - b. Board and Town shall maintain an on-going, open communication between one another while acting in good faith to build a positive reciprocal relationship.
  6. Board and Town shall designate at least one person as their point-of-contact for communications. Town designee and/or other responsible members shall:
    - a. Participate in the site coordination meeting (at least three times each year.)
    - b. Communicate on a weekly basis to confirm or update the BES master calendar.
    - c. Be responsible for making participants aware of any cancellations or rescheduling of Town activities.
    - d. Be aware of special circumstances such as emergencies or severe weather conditions.
  7. Town agrees to utilize the WCPSS electronic scheduling system once it is made available.
  8. Town use of Board property shall be defined as the following:
    - a. Programs that the Town initiates, directs, schedules, coordinates, and /or funds;
    - b. Maintenance and/or housekeeping tasks performed by the Town pursuant to this Agreement;
    - c. Use of Board Property as an open park by “walk-on” persons or visitors;
    - d. Any other programs or activities that the Town initiates and/or perpetuates.
- C. Inclement Weather.  
The Board in its sole discretion will make decisions on when to close its school campuses, including BES, due to emergencies including inclement weather. The Town agrees to comply with the Board’s determinations and will not access Board Property on these days.
- D. Supervision and Security of Town Licensed Areas.
1. When Town is using Board Property for its activities, Town will provide appropriate supervision and adhere to all school rules and policies.
  2. Town will provide security as appropriate to provide a safe environment for the participants and protect school system property.
  3. In the event of damage attributed to the Town’s use or maintenance, the Town shall make restoration to school property.
  4. During school hours, all maintenance personnel shall make their presence known on site by signing in at the school office upon arrival.
- E. Fees/Charges.  
Board and Town agree that, except as expressly stated in this Agreement, there shall be no additional fees and/or charges associated with the Town or Board’s use of the Town Licensed Areas unless mutually agreed upon.
- F. Income from Town Programs.  
Board and Town agree that the income from Town programs and events operated on Town Licensed Areas that are subject to this Agreement shall go to the Town.
- G. Income from School/Board Programs.  
Town agrees that the income from Board programs and events, such as receipts from school ball games or fundraisers, shall go to the Board.
- H. Concession Operations
1. The Board or its operating agent has the right to operate concessions on Board property when used for Board purposes and the proceeds shall go to the Board.
  2. The Town or its operating agent has the right to operate concessions on Town Licensed Areas when used for Town purposes and the proceeds shall go to the Town.
  3. Proceeds from concessions shall be shared by the Board and the Town based upon a mutually agreed upon percentage when operated jointly or when Board and Town events are simultaneously scheduled.

9. **Housekeeping, Routine/Preventive Maintenance and Major Repair.**

A. General Guidelines

1. Board and Town designees shall discuss maintenance needs and schedules during the site calendar coordination meetings at least three times each year.
2. Upon this signed Agreement, Board and Town designees shall develop a Facility Inspection and Evaluation Checklist, based on the Maintenance Charts and Landscape Maintenance Standards, and establish procedures for emergency maintenance requests.
3. Board and Town shall use the Facility Inspection and Evaluation Checklist to monitor the conditions, identify damage, denote safety issues and repair concerns of the Town Licensed Areas.
4. The Board reserves the right to take any action at any time on BES that the Board in its sole discretion deems necessary related to the goals of this provision.
5. The Town shall be responsible for general cleanup activities, events, and programs to maintain acceptable appearance and required safety levels.
6. Town agrees to comply with the WCPSS recycling procedures and guidelines.
7. Board shall allow time to be scheduled during the school day for Town to have access to the facility to provide routine, preventive maintenance and repairs as prescribed in this Agreement. Maintenance work shall be coordinated between the Board and Town designees to ensure:
  - a. Minimum disruption of the school day.
  - b. Necessary maintenance resources are available.
  - c. Maintenance areas are secured for safety until completion.
8. During school hours, all maintenance personnel shall make their presence known on site by signing in at the school office upon arrival.

B. Baseball and Multipurpose Field Maintenance, Repair, and Renovations.

Town shall maintain per the Landscape Maintenance Standards (Attachment A.2) for athletic turfs. Town shall be solely responsible for routine and major maintenance including but not limited to fertilizing, aerating, seeding, over seeding, mowing, applying herbicide treatments, fence and goal repair or replacement, landscaping, lining of the fields and trash removal. Town shall be responsible for top-dressing of fields, and water drainage issues.

C. Field Lights Maintenance, Repair, and Replacement.

Town shall maintain per the Maintenance Charts and the Landscape Maintenance Standards (Attachment A). Town shall be responsible for routine and major maintenance including general inspections, ballast repair, breaker and bulb replacement as well as replacement of field light fixtures, metal/concrete poles repair or replacement, and electrical wiring.

D. Hard Court Play Area Maintenance, Repair, and Replacement

Board and Town shall maintain per the Maintenance Charts located at Attachment A and replace program materials as prescribed by Board.

E. 3-5 Playground Maintenance, Repair, and Replacement

Board and Town shall maintain per the Maintenance Charts located at Attachment A and replace program materials as prescribed by Board.

F. BES Field Parking Area and Drive Access Maintenance. Board and Town shall share (WCPSS - 70% / Town 30%) the costs for major repair/replacement of asphalt parking area. Town shall be responsible for routine maintenance per the Maintenance Charts and Landscape Maintenance Standards (Attachment A).

**10. Utilities.**

Town shall be responsible for usage, billing, and timely payment of all utilities (electric, water, sewage, etc.) necessary for the use, maintenance and operation of the baseball field and multipurpose field.

**11. Insurance/Liability.**

- A. Town shall maintain at all times during the term of this Agreement and during any and every extension thereof public liability insurance in the amount of \$1,000,000 / \$2,000,000, or the minimum amount required by North Carolina State Law, covering personal injury for each accident or occurrence growing out of the Town's use or maintenance of the said Licensed Areas and at least \$1,000,000 or the minimum amount required by North Carolina State Law to cover property damage growing out of each accident or occurrence. The Board shall be named as an additional insured on all insurance policies. The Town shall furnish the Board with evidence of such insurance and of its renewal as the premiums become due. The Town shall provide the Board with thirty days prior written notice of any reduction in coverage or cancellation of such insurance. Town agrees to obtain Fire and Hazard insurance in the amount equal to the replacement value of the insurable structure and areas.
- B. Board and Town are each responsible for insuring replacement value of their respective personal property.

**12. Use of Care.**

The Town acknowledges that any construction, maintenance, and/or use pursuant to this Agreement will take place on a school site at which children, school employees, and members of the public are present. The Town shall take reasonable care under the circumstances to protect and secure any construction and/or maintenance areas to minimize the possibility of injury to students, staff, and the public. The Town agrees to keep the Town Licensed Areas in a clean and safe condition at all times and to ensure that any equipment, materials, or supplies brought onto the Town Licensed Areas by the Town are properly and safely stored when not in use.

**13. Nondiscrimination.**

The Town shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, or national origin. Neither the Town or its employees shall discriminate against any person or organization on the basis of race, color, creed, sex, age, religion, or national origin by refusing to furnish such person or organization services for privileges offered to or enjoyed by residents of Wake County, nor shall the Town or its employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect negatively on any person because of race, color, creed, sex, age, religion, or national origin.

**14. Nonperformance.**

- A. In the event either party should fail to keep, perform or abide by any term, condition or covenant of this Agreement for a period of thirty (30) days after written notice of such failure by the non-breaching party, then in addition to any other remedies available at law or equity, the non-breaching party shall have the right to remedy such nonperformance. In such event, the breaching party shall reimburse the non-breaching party for any expenses incurred by the non-breaching party in effecting such remedy. Such reimbursements shall be due and payable within thirty days after receipt by the breaching party of written notice specifying the amount due. If the Board is the non-breaching party, it may suspend the Town's use and ability to schedule its property until the Town demonstrates to the Board's

satisfaction that the Town has corrected its breach and is fully performing its obligations under the terms, conditions, and covenants of this Agreement.

- B. The Board and Town reserve the right to request a review of action taken pursuant to this Paragraph by the Oversight Committee review appointed by the Superintendent of Wake County Public School System.

**15. Default/Termination.**

- A. In the event either party should fail to keep, perform or abide by the terms, conditions or covenants of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then the non-breaching party may elect to terminate this Agreement upon an additional thirty days written notice. If the Town is the breaching party and Board should exercise this right of termination, then and in that event, Town shall relinquish any interest in any of the improvements made to BES under this Agreement and no reimbursement shall be due. Town shall leave BES in a condition approved by the Board.
- B. The Board reserves the right to terminate this Agreement at any time that the Board in its sole discretion deems the property necessary for school purposes. The Board shall give the Town at least a ninety-day notice. If the Board should exercise this right of termination during the term of this Agreement, then the Board shall reimburse the Town for a pro rata portion of the Town's initial construction costs of any improvements approved by the Board after the execution of this Agreement. Construction costs shall be amortized over the term except that the Town shall not be entitled to reimbursement for maintenance or improvements to parking areas or entrance drives.
- C. The Town reserves the right to terminate this Agreement at any time that the Town in its sole discretion deems necessary and proper. If the Town should exercise this right of termination at any time during the term of this Agreement, then and in that event, Town shall complete any improvements begun on BES and leave BES in a condition that is safe and acceptable to the Board. The Town shall relinquish any interest Town may have in any of the improvements Town has made to Board Property under this Agreement, and no reimbursement shall be due the Town.
- D. The Board and Town reserve the right to request a review of action taken pursuant to this Paragraph by the Oversight Committee appointed by the Superintendent of Wake County Public School System.

**16. Notices.**

All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Board:                   The Board of Education  
Wake County Public School System  
3600 Wake Forest Road  
P. O. Box 28041  
Raleigh, NC 27611-8041

Town:                    Town Manager  
Town of Apex  
P.O. Box 250  
Apex, NC 27502

or to such other address as either party may specify in the manner hereinabove prescribed.

17. **Severability.**

In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **Preservation and Care of Public School Property.**

Town agrees to regulate the use of BES consistent with the Board's standards and understanding of how to best maintain the property and to prevent deterioration of the property. The Town may only schedule use of the Town Licensed Areas of BES so long as its use is consistent with the proper care and preservation of the public school property and the maintenance is performed at or above the prescribed standards including those contained in Attachment A.

19. **Non-Assignment.**

The Town may not assign this Agreement. The Town may schedule and use Board Property only as provided in this Agreement.

20. **Entire Agreement.**

The Town agrees that this document and its Attachments 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 any prior understanding or agreement between the parties, the terms of this Agreement, including its attachments, shall control. This Agreement fully incorporates the following attachments:

- A. Attachment A       - A.1 Maintenance Charts
- A.2 Landscape Maintenance Standards
- B. Attachment B       - Diagram showing Town Licensed Areas

21. **Agreement in Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Wake County Board of Education has caused this Agreement to be signed by its Chair, attested by its Secretary, and sealed with its seal, and the Town of Apex has caused this Agreement to be signed by its Mayor/Chair, attested to by its Town Clerk/Secretary, and sealed with its seal, by order of the respective governing boards duly given the day and year first written above.

WAKE COUNTY BOARD OF EDUCATION

ATTEST

By: Patti Head (SEAL)  
Chair

By: D. [Signature] (SEAL)  
Superintendent/Secretary



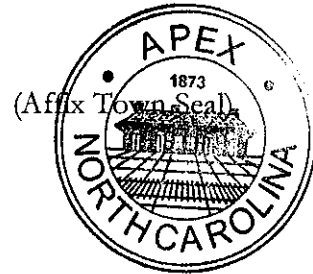


TOWN OF APEX

ATTEST

By: *Heidi A. Wambler* (SEAL)  
Mayor

By: *Georgia A. Evangelist* (SEAL)  
Town Clerk



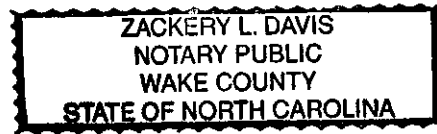
NORTH CAROLINA  
WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that *DEL BURNS* personally appeared before me this day, and being duly sworn by me, acknowledged that he/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 seal, and attested by him/her as its Superintendent/Secretary.

Witness my hand and notarial seal this *8* day of *JUNE*, 2007.

*ZACKERY L. DAVIS*  
Type or Print Notary Name  
Commission expires: *10/30/2010*

*Zackery L. Davis*  
Notary Signature



NORTH CAROLINA  
WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid hereby certified that *Georgia A. Evangelist* personally appeared before me this day, and being duly sworn by me acknowledged that he (she) is Town Clerk of the Town of Apex, 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 *25<sup>th</sup>* day of *JUNE*, 2007.

*John M. Braun*  
Type or Print Notary Name  
Commission expires: *Nov 2, 2008*

*John M Braun*  
Notary Signature

## Baseball and Multipurpose Fields

### Athletic Turfs

Maintenance and Repair Item	Responsible Party for Funding	Responsible Party For Performing Task	Maintenance Classification
Add infield material	T	T	ROUTINE
Aerate	T	T	ROUTINE
Backstops –fabric repair/ replacement	T	T	ROUTINE/MAJOR
Batting Cage(s)	T	T	ROUTINE/MAJOR
Bleachers	T	T	ROUTINE/MAJOR
Dugouts	T	T	ROUTINE/MAJOR
Fertilize (In accordance with Maintenance Standards)	T	T	ROUTINE
Fence repair	T	T	MAJOR
Herbicide – Pre-emergent	T	T	ROUTINE
Herbicide – Spot	T	T	ROUTINE
Infield dragging	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
Landscaping - Lawn maintenance to include edging - Trim trees, shrubs, etc.	T	T	ROUTINE
Line fields	T	T	ROUTINE
Maintenance / Storage building	T	T	ROUTINE/MAJOR
Mowing w/edging, trimming, blowing	T	T	ROUTINE
Replace irrigation controller	T	T	MAJOR
Repair/replace pump assembly	T	T	MAJOR
Score-box	T	T	ROUTINE/MAJOR
Seed, over-seed - 1X/year - Bermuda - 1X/year - Winter Rye	T T	T	ROUTINE
Test Soil (Annually)	T	T	ROUTINE
Trash collection and removal	T	T	ROUTINE
Other routine or major maintenance items not mentioned above	T	T	ROUTINE/MAJOR

**NOTE:**

S = School

T = Town

TBD = To Be Determined

1. Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the 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

<b>Field Lights</b>			
<b>Maintenance Item</b>	<b>Responsible Party for Funding</b>	<b>Responsible Party For Performing Task</b>	<b>Maintenance Classification</b>
Breaker, ballast repair and replacement	T	T	ROUTINE
Bulb replacement	T	T	ROUTINE
Electric repairs	T	T	ROUTINE/MAJOR
Fixture replacement	T	T	MAJOR
General inspection	T	T	ROUTINE
Pole replacement	T	T	MAJOR
Pole replacement	T	T	MAJOR
Other routine or major maintenance items not mentioned above	T	T	ROUTINE/MAJOR
Other routine or major maintenance items not mentioned above	T	T	ROUTINE/MAJOR

<b>Field Scoreboards</b>			
<b>Maintenance Item</b>	<b>Responsible Party for Funding</b>	<b>Responsible Party For Performing Task</b>	<b>Maintenance Classification</b>
Bulb replacement	T	T	ROUTINE
Control unit replacement or programming	T	T	ROUTINE
Contractor(s) or manufacturing representative needed	T	T	MAJOR
Control box replacement	T	T	MAJOR
Replace electrical wiring	T	T	MAJOR
Other routine maintenance items not mentioned above	T	T	ROUTINE
Other major maintenance items not mentioned above	T	T	MAJOR
<b>NOTE:</b>			
S = School                      T = Town                      TBD = To Be Determined			
1. Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the 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			

<b>Playgrounds/Hard Court Play Area</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/replacement	S	S	ROUTINE
Filter/rack sand	S	S	ROUTINE
Equipment repair - Paint - Pad - Replace	S	S	ROUTINE / MAJOR
Landscape	T	T	
Trash collection and removal	T	T	ROUTINE
Other routine maintenance items not mentioned above	T/S	TBD	ROUTINE
Other major maintenance items not mentioned above	T/S	TBD	MAJOR

<b>Walking Track</b>			
<b>Maintenance Item</b>	<b>Responsible Party for Funding</b>	<b>Responsible Party For Performing Task to WCPSS Standards</b>	<b>Maintenance Classification</b>
Repair and resurface track	S	S	ROUTINE
Weed Control and Edging	T	T	ROUTINE
Landscape	T	T	
Trash collection and removal	T	T	ROUTINE
Other routine maintenance items not mentioned above	T/S	TBD	ROUTINE
Other major maintenance items not mentioned above	T/S	TBD	MAJOR

Note: S = School T = Town TBD = To be determined

- Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the standards
- 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

### Designated Parking Area and Drive Access

Maintenance Item	Responsible Party for Funding	Responsible Party For Performing Task	Maintenance Classification
Lights – bulbs, poles, etc.	S	S	ROUTINE / MAJOR
Landscape (Beds and Trees)	T	T	ROUTINE / MAJOR
Paint parking spaces and directional arrows	S-70% /T-30%	S	ROUTINE
Repair asphalt	S-70% /T-30%	S	ROUTINE
Trash collection and removal	T	T	ROUTINE
Other routine maintenance items not mentioned above	T/S	TBD	ROUTINE
Other major maintenance items not mentioned above	T/S	TBD	MAJOR

Notes: T = Town S = School TBD = To be determined

1. Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the 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

## LANDSCAPE MAINTENANCE STANDARDS

The following Landscape Maintenance Standards were approved by:  
Special Committee for Municipal Use of School Fields/Outdoor Facilities – March 29, 2004  
WCPSS Superintendent and County Manager - March 31, 2004  
Board of Education - May 4, 2004  
Committee of the Whole – June 1, 2004

### INSPECTIONS

- Turf, plants, trees, etc. to be inspected weekly for detrimental conditions including pest and disease problems, soil problems, etc.
  - Athletic field inspections shall determine any limitations imposed on athletic field use.
  - Hard surfaces to be inspected weekly for structural problems including potholes, cracks, etc.
  - Exterior structures (i.e. gate, flagpoles, dumpster screen) to be inspected weekly for damage.
- Note: Any problems detected shall be reported to appropriate management staff for resolution with copies provided to WCPSS site, Building and Grounds, and Community Schools Department designees.

### RECYCLABLE MATERIAL AND TRASH REMOVAL

- Wake County Public School System Recycling Program guidelines shall be utilized in the disposal of recyclable materials.

Weekly:

- Debris will be picked up and removed from lawns, plant beds, sidewalks and paved areas prior to mowing, to insure a clean mowing area.
- Remove all debris around and behind all trash receptacles. Debris and waste materials from work performed to be removed from site unless provisions have been made with maintenance provider and Board designee to use site trashcans or dumpsters.

### STADIUM TURF

- Board designee shall evaluate the stadium field and ensure it is maintained at or above the standards listed below and the North Carolina High School Athletic Association field requirements.
- **Ball Field** –Mowing height during the growing season is 1 inch for common Bermuda grass and ¾ inch to 1 inch for hybrid Bermuda grass. Note: During growing season do not allow Bermuda to grow above 1½ inch between mowing. Two or three weekly mowing may be necessary. If grass becomes excessively high during a wet period, cut off ¼” to ½” of the present growth, lowering the mower after 2 to 3 days until desire height is achieved. No single cut shall exceed 33% of growth.

Desired Grass Heights:

<b>Bermuda:</b> Apr through Aug: 1”	<b>Hybrid Bermuda:</b> Apr through Aug: ¾” - 1”
Sep through Nov: 1½”	Sep through Nov: 1” – 1½”
Dec through Mar: 2”	Dec through Mar: 1½” – 2”

- **Lining of Fields** – Straight, sharp lines help define and dress the field. National Federation of State High School Association Regulations and guidance shall apply and be followed. Final field preparation to be coordinated between the school designee and maintenance staff based on scheduled activities and weather conditions.
- **Irrigation** – Water in early morning to a depth determined by the turf type and evaporation/transpiration (approximately 6 to 8 inches). Weekly application of about 1¼ inches of water

Attachment A.2

(approximately 640 gallons per inch per thousand square foot). Divots shall be replaced and turf repaired with a topsoil mixture after competitive play prior to irrigation. Sandy soils apply ½ to ¾ inch of water every 3 to 4 days. Do not irrigate two days before heavy use. Minimize field use when wet. Note: Dormant turf may need to be irrigated when warm, windy weather prevails.

- **Soil Cultivation** –Mowing during April until August to remove thatch is essential. Power rake 2 to 3 weeks after the grass turns green. Aerate moist soil monthly beginning 2 weeks after the grass turns green during the growing season using ¾ to 1” diameter tines. Aerate field lengthwise twice and crosswise once. September through March do not power rake or aerate dormant fields until the soil temperature approaches 50° F at a depth of 4 inches. Established turfs with bare spots in excess of 1 square foot shall be cultivated, adding topsoil, replacing sod and/or re-seeded during the sports season. Deep tine aeration should occur twice yearly (spring and fall) at 6” – 12” depth. Area must be kept clear of all debris.
- **Field Rotation** –Rotation to spread the wear on fields is necessary. Creative field layouts shall be utilized to aid in reducing field wear. Band, drill team, and other activities that gouge turf shall be scheduled at various locations of the fields.
- **Fertilization** – No single fertilization program works for all fields. Soil samples shall be taken to determine the precise fertilization requirement. Do not apply more than 1½ lb of nitrogen per thousand square feet (22 lbs per acre) after September 15. (Tissue-testing will reveal the nutrients that are actually taken up by the plant as opposed to soil tests). Several fertilization applications may be required (6 – 10) during growing season at nitrogen rates of no more than 0.5 pounds per 1,000 square feet per application. Initial phosphorus levels should be high with recommended pH for Bermuda grass being between 6 and 7.
- **Over-seeding** – Turf divots shall be filled first. Fields must be over-seeded using pre-germinated grass seed between April – June, then switched to 100 percent perennial ryegrass during September until early December. Over-seeding directly relates to ground temperature, therefore, cut back when the ground temperature reaches 55 degrees.
- **Weed Control** – Apply pre-emergence such as Ronstar (oxadiazon) or Dacthal before the dogwoods are in full bloom. Apply post-emergence such as Dicamba at 0.2 lbs active ingredient per acre (to growing weeds) after Bermuda turns green in the spring. MSMA may be post-applied at 1.5 lbs of active ingredient per acre. Space applications 7 to 10 days apart. If MSMA product does not contain a surfactant, add a nonionic surfactant at 1 quart per 100 gallons of spray solution. Do not have body contact, mow, or water turf for at least 24 hours after application. Treat when the air temperature is between 80° to 90° F when soil is moist.
- **Pest Control and Disease** – Turf shall be monitored regularly to analyze its condition and detect any signs of damage. Altering fertilization, mowing, irrigation program, including spot and/or full application of pest control products may occasionally be required.
  - Upon detection, have a trained horticulturist identify insect, pest or disease existing and submit report of treatment to the maintenance provider and Board designee. .
  - Treatment application must be scheduled in consideration of all users.
- **Renovation and Establishment** - April and May are the preferred months for renovating Bermuda grass fields. Early June is the preferred date for renovating fields by sprigging. Fields should have limited or no use for at least one year after renovation. Established turfs with bare spots in excess of 1 square foot shall be hand cultivated during the sports season by adding topsoil and/or sod. Numerous bare areas in excess of 15% of the playing area may result in limiting play until turf is established. Major renovation shall be scheduled during the sports season. Playing area must be kept clear of all debris.

Attachment A.2

## ATHLETIC PLAY/PRACTICE TURF

- **Ball Field Mowing** –Mowing height during the growing season is 1 inch for common Bermuda grass and ¾ inch to 1 inch for hybrid Bermuda grass. Note: During growing season do not allow Bermuda to grow above 1½ inch between mowing. Two or three weekly mowing may be necessary. If grass becomes excessively high during a wet period, cut off ¼” to ½” of the present growth, lowering the mower after 2 to 3 days until desire height is achieved.

Desired Grass Heights:

**Bermuda:** Apr through Aug: 1”  
Sep through Nov: 1½”  
Dec through Mar: 2”

**Hybrid Bermuda:** Apr through Aug: ¾” - 1”  
Sep through Nov: 1” – 1½”  
Dec through Mar: 1½” – 2”

- **Infield Maintenance** –
  - Inspected daily.
  - Dragging, grooming, and lining of fields performed for scheduled play.
  - Filtered infield materials added as needed.
  - Renovation completed every 5 to 7 years or more frequently as determined by the annual field inspection.
- **Irrigation** – Water in early morning to a depth determined by the turf type and evaporation transpiration (approximately 6 to 8 inches). Weekly application of about 1¼ inches of water (approximately 640 gallons per inch per thousand square foot). Sandy soils apply ½ to ¾ inch of water every 3 to 4 days. Do not irrigate two days before heavy use. Minimize field use when wet. Note: Dormant turf may need to be irrigated when warm, windy weather prevails.
- **Lining of Fields** – Straight, sharp lines help define and dress the field. Cut lines 2 ¾ inches wide and mark them with latex paint or other approved marking paint. Avoid lime. Re-mark lines before each game day. National Federation of State High School Association Regulations and Guidance (when used for high school practice areas) or appropriate league associations guidance shall be followed when applicable. Final field preparation to be coordinated between the school designee and maintenance staff based on scheduled activities and weather conditions.
- **Soil Cultivation** – Mowing lengthwise during April until August to remove thatch is essential. Power rake 2 to 3 weeks after the grass turns green. Aerate moist soil monthly beginning 2 weeks after the grass turns green during the growing season using ¾ to 1” diameter tines. Aerate field lengthwise twice and crosswise once. September through March do not power rake or aerate dormant fields until the soil temperature approaches 50° F at a depth of 4 inches.
- **Field Rotation** –Rotation to spread the wear on fields is necessary. Creative field layouts shall be utilized to aid in reducing field wear. Sunlight angles will also be a consideration in spring/fall field rotations.
- **Fertilization** – No single fertilization program works for all fields. Soil samples shall be taken to determine the precise fertilization requirement. Do not apply more than 1 ½ lbs of nitrogen per square foot. (Tissue-testing will reveal the nutrients that are actually taken up by the plant as opposed to soil tests). Several fertilization applications may be required (6 – 8) during growing season at nitrogen rates of no more than 0.5 pounds per 1,000 square feet per application. Initial phosphorus levels should be high with recommended pH for Bermuda grass being between 6 and 7.
- **Over-seeding** – Turf divots shall be filled first. Fields must be over-seeded using pre-germinated grass seed between April and June, then switched to 100 percent perennial

Attachment A.2





**NOTE:** Manual removal of weeds should occur as necessary in lieu of herbicides in areas where chemicals should not be applied.

- Major maintenance issues (i.e., repainting and/or resurfacing tracks, parking areas, tennis courts, etc.) shall be site specific and shall be determined during the joint use agreement discussions based upon design and amenities.

### ***MULCHING***

- Mulch (double or triple shredded hard wood, pine bark, or pine straw) to be maintained at minimum of 3” settled depth, and color must be maintained through replacement or chemical dye application throughout year. Note: No hardwood bark within beds immediately adjacent to or within parking lots.

### **TREES, GROUND COVER, & SHRUBS:**

- Trees, ground cover, and shrubs to be pruned at frequency that maintains appropriate appearance to achieve purpose of original design.
  - Pruning shall be scheduled for the proper time of year or as needed for safety.
    - Trees shall be pruned at least every 3 years minimum.
    - Shrubs trimmed a minimum of 2 times per year.
    - Immediate pruning shall be performed to remove dead, dying, or damaged parts.
  - Ground cover (mulch and pine straw) shall be added to planted areas at least 2 times per year.
- Additional specific standards may be defined by facility on separate documentation.

### **LEAF REMOVAL**

- Leaves to be removed regularly during fall and winter to maintain an attractive appearance to the facility.

### **DEAD/DYING PLANT MATERIAL**

- All plant material dead or dying to be removed immediately.
- Plant replacement is to occur at the appropriate planting time of year.
  - Replacement to occur within two years.

### **PEST CONTROL**

Weekly:

- Monitor entire landscaping for insect, pests, or disease problems.
- Upon detection, have trained horticulturist identify insect, pest or disease existing and submit report of treatment.
- Treatment application must be scheduled in consideration of all users.
  - Application shall be performed during non-school/nonscheduled use hours of operation.
  - Areas must be posted identifying potential hazards.

### **EQUIPMENT**

- Appropriate equipment to be used for landscape maintenance so as to prevent unnecessary damage to turf, plant material, hard surfaces, etc.
- Playground equipment must be inspected on an annual basis and a copy of the ins Attachment A.2 provided to the WCPSS Maintenance and Operations Department.
- Affixed equipment (tennis court support device, volleyball poles, and outdoor netting) shall be inspected on a weekly basis.

**AERATION AND OVERSEEDING**

- All turf areas to be aerated at 2 ½” depth prior to fertilization and over-seeding. {Fescue: September – October, Bermuda: April - May}
- All turf areas to be over-seeded at rate of 6 lb. per 1,000 sq. ft. {Fescue: September – October, Bermuda: April – June (Bare areas only), Rye: September – October} and as needed for bare areas throughout year.
- All turf to be fertilized: Fescue (3 times in one year at 1 lb. nitrogen per 1,000 sq. ft.)  
Bermuda (4 times in one year at ½ - 1 lb. nitrogen per 1,000 sq. ft.)

Recommended intervals:

*Fescue*

September  
November  
February

*C. Bermuda*

May - August (every 3 - 4 weeks)

(There must be a 4-week lapse between each interval.)

**SOIL TEST**

- Conduct soil test on turf at least bi-annually to determine proper fertilizer and lime needs.
- Conduct soil test as needed for nutrient deficiencies on specific problem turf areas or plant materials.
- A copy of all soil test results and recommendations of nutrients for treatment to be provided to local management and WCPSS (School, Buildings and Grounds Landscaping Division, and Community Schools) prior to application.

**COURT SURFACES**

- Conduct annual assessment of all curbs, sidewalks, pads, pavers, and asphalt surfaces.
  - No cracks larger than ½”.
  - Sweep weekly, pressure washed and/or sand blast as need or at least every two years.
- Provide report of any deficiencies that need repair.
  - Safety issues shall require discontinued use of the area and the immediate identification of the hazard by roping off the area and the scheduling of corrective actions.
- All repairs must meet or exceed original specifications of construction documents and industry standards to maintain a consistent appearance.
- Repaint lines as needed or at least every two years

**NATURAL AREAS**

- Certain sites with natural areas and/or portions of natural areas must be maintained at least once a year (December – February) and not allowed to naturally secede. Woody growth will be cut down to at least 3”– 4” minimum during winter. Chemical applications can occur during spring (growing season).

**3:1> SLOPES**

- Certain sites with 3:1> slopes will be cut once a month during growing season.

Attachment A.2

**OTHER (Specific maintenance to be defined on separate documents)**

- Maintenance for structures (i.e., concession and restroom buildings, shelters, etc.) shall be defined in the Joint Use Agreement or the WCPSS Facility Modification Form.

- Irrigation systems to be maintained to industry standards specific to system at facility.
  - Irrigation shall be in proper working order with head to head coverage.
  - Irrigation system heads shall retract flush to ½” beneath the turf surface and extend a minimum of 1½ “ above turf surface.
- Playground equipment to be maintained to industry standards and kept safe for age groups. It will also be inspected no less than once every 6 months.
  - Copies of the inspection shall be provided to WCPSS, Building and Grounds Department within 30 days of the inspection.
- Signage to be maintained to existing WCPSS, GSA/Field Services sign standards and/or industry codes.
- Wastewater treatment areas will have no chemical application unless pre-approved by maintenance provider and Board designee.
- No restricted use chemicals will be used unless pre-approved certified horticulturist.

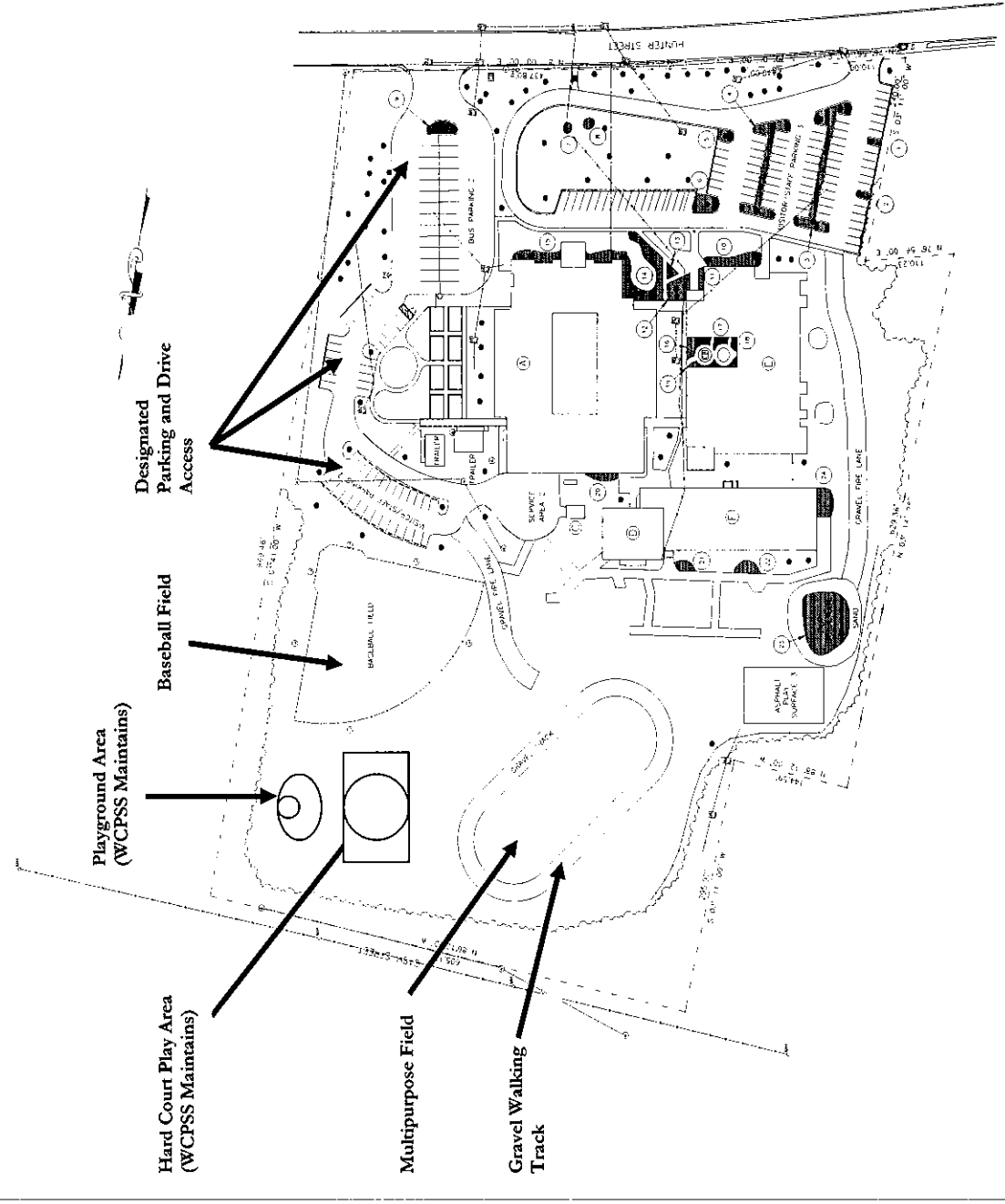


**BAUDCOM  
ELEMENTARY  
SCHOOL**

400 Hunter Street  
Apex, NC 27502

LETTINGS

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There are 91 trees to be matched on this drawing.



# A.V. Baucom Elementary School



TOA-GIS  
January 2007

Maint Area  
4.5 AC

Total Calc Area  
16.31 AC

Sunset Av Dogwood  
Acres

Hunter St

Hillcrest Rd

605

286

145

629

110

240

688

60

956

46

