

A RESOLUTION ACCEPTING OWNERSHIP OF THE CARR COURT
HEAD START BUILDING FROM CHAPEL HILL-CARRBORO CITY SCHOOLS
AND APPROVING A LEASE AGREEMENT WITH
COMMUNITY SCHOOL FOR PEOPLE UNDER SIX
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 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 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 offered to give ownership of the building to the Town of Carrboro which 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 need 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 enter into a ten-year lease agreement with the Community School For People Under Six.

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

NORTH CAROLINA
ORANGE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into the ___ day of _____, _____, by and between the TOWN OF CARRBORO, a North Carolina Municipal Corporation, 301 W. Main Street, Carrboro, North Carolina, 27510, hereinafter referred to as the "Town" and the COMMUNITY SCHOOL FOR PEOPLE UNDER SIX, _____, Carrboro, North Carolina, 27510, hereinafter referred to as "CSPU6."

WITNESSETH:

Whereas the Town acquired a modular unit for three (3) classrooms and other facilities, hereinafter referred to as "Facilities," at a site owned by the Town on Brewer Lane in Carrboro, North Carolina, hereinafter referred to as "Leased Premises," and

WHEREAS, the Town has agreed to allow CSPU6 to use the Leased Premises pursuant to this Lease Agreement subject to the Town's ability to use a portion of the Facilities as outlined below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease of Premises

The Town hereby leases to CSPU6 that certain property owned by the Town located on Brewer Lane, Carrboro, North Carolina 27510, for the purpose of using an existing modular unit for three (3) classrooms and other facilities (the "Facilities"), upon the Leased Premises. CSPU6 accepts the Leased Premises and the Facilities in "as is" condition.

Attached hereto as Exhibit "A" and incorporated herein by reference is a schematic plan of the Facilities (hereinafter referred to as the "Floor Plan").

CSPU6 hereby allows, and the Town reserves the right to, exclusive access to and use by the Town of one (1) office at the Facilities for a community policing facility, referred to as the "Community Outreach" office upon the Floor Plan; non-exclusive access to and use of auxiliary areas of the Facilities, including but not limited to the restroom facilities, and non-exclusive access and use to a meeting room for town and community functions, referred to as the "Community Conference" room upon the Floor Plan.

The Town shall request and receive approval from CSPU6 for the Town's access to and use of the "Community Conference" room and such access shall not conflict with CSPU6's scheduled use of said "Community Conference" room. Such approval from CSPU6 shall not be

unreasonably withheld. The schedule for the use of this "Community Conference" room shall be maintained and scheduled by the Director of CSUP6, or his/her designee. Anticipated scheduling for the use of this "Community Conference" room shall be coordinated for the Town by the Town's Director of Community and Economic Development, or his designee, and for CSPU6 by the Director of CSPU6, or his/her designee.

2. Rent

The Town agrees to rent the Leased Premises to CSPU6 for the sum of One Dollar (\$1.00) per year.

3. Term of Lease

The term of this Lease shall be for _____ years (____), commencing on _____, 2009 and ending on _____, 201____, unless terminated sooner in accordance with the provisions below. CSPU6 reserves the right to terminate this Lease upon at least sixty (60) days notice to the Town. At the end of the original term of this Lease, this Agreement shall automatically renew for annual one (1) year periods under the same conditions and terms herein, unless either party give the other in writing, notice of their desire to terminate said agreement at least sixty (60) days in advance of the expiration date of said Lease. Oral notice of termination or oral discussion of same has no validity under this Lease. ALL NOTICES MUST BE WRITTEN.

4. Surrender of Lease Premises

At the expiration of the Lease term, or upon earlier termination as allowed, CSPU6 shall surrender the Leased Premises in as good condition as it was in at the beginning of the Lease term, reasonable wear and tear and damages by the elements excepted.

5. Duties of CSPU6

- a. CSPU6 shall provide all routine janitorial services at its own expense for the Facilities. Provision for contract janitorial service shall include worker's compensation insurance, general liability insurance and employee bonds.
- b. CSPU6 shall provide for the Facilities and at its expense the following utilities: gas, water, sanitary sewer, solid waste collection (including recycling), electricity, telephone and cable service, if desired. CSPU6 shall not provide telephone or cable service to the Town in connection with this Agreement. CSPU6 shall be responsible for the maintenance and upkeep of its equipment and personal property located upon the Leased Premises and outside of the Facilities, i.e., playground and playground equipment.
- c. CSPU6 shall be responsible for the cost of all routine maintenance and repairs to both the interior and exterior of the Facilities, including public water and sanitary sewer lines to the extent such routine maintenance and repairs is not the

responsibility of OWASA or any other public utility. CSPU6 reserves the right to bill the Town for extraordinary maintenance resulting from the activities and/or neglect of Town employees.

- d. CSPU6 shall ensure that the Leased Premises are maintained and operated in a safe and sanitary manner. CSPU6 shall leave the Facilities in a safe and sanitary condition following CSPU6's use of said Facilities. CSPU6 shall also be responsible for proper safekeeping and security of the Facilities.
- e. CSPU shall comply with all applicable statutes, regulations and codes relating to occupancy by a certain number of persons, building code provisions for kitchens, fire regulations, and provisions governing food preparation and handling. CSPU6 shall take reasonable precautions to prevent damage to the Leased Premises and/or Facilities from fire or other causes and to prevent bodily and personal injury.
- f. CSPU6 shall inform the Town of any intended structural changes to be made to the Leased Premises and/or Facilities prior to making said changes. The Town shall inform CSPU6 of any intended structural changes to be made to the Leased Premises and/or Facilities prior to making said changes.

6. Duties of the Town

- a. The Town shall provide all routine grounds maintenance for the Leased Premises at its own expense, including the parking lot and basketball courts, except that portion of the Leased Premises upon which CSPU6 maintains its equipment and personal property outside of the Facilities, i.e., playground and playground equipment – which area and equipment shall be maintained by CSPU6. Provision for contract grounds maintenance service shall include worker's compensation insurance, general liability insurance and employee bonds.
- b. The Town shall provide for its own and exclusive use, and at its expense any telephone and cable service, if desired, for use in the "Community Outreach" office.
- c. In the event the Town shall use said portion of the Facilities on the Leased Premises, the Town shall ensure that the Facilities shall be left in a safe and sanitary condition following the Town's use. Except in designated storage areas, the Town shall not use the Facilities for storage or for other non-temporary uses. The Town shall be responsible for proper safekeeping and security of the Facilities while in its use.

7. Insurance

To the extent permitted by law, CSPU6 shall provide at its expense liability insurance, for bodily injury, personal injury, contractual liability and property damage, naming the Town as an

additional insured, covering its activities on the Leased Premises and/or Facilities, and any other insurance required by law or the Town. Copies of said insurance policies or Certificates of Insurance shall be filed in the Town Purchasing Agent's office. Said insurance shall provide that the Town shall be given at least thirty (30) days prior written notice before the policy may be altered, amended, canceled, or terminated or allowed to lapse.

To the extent permitted by law, the Town shall provide at its expense liability insurance, for bodily injury, personal injury, contractual liability and property damage, naming CSPU6 as an additional insured, covering its activities on the Leased Premises and/or Facilities, and any other insurance required by law or CSPU6. Copies of said insurance policies or Certificates of Insurance shall be filed at the CSPU6 Director's office at _____, North Carolina. Said insurance shall provide that CSPU6 shall be given at least thirty (30) days prior written notice before the policy may be altered, amended, canceled, or terminated or allowed to lapse.

8. Waiver of Subrogation

The Town agrees to maintain fire, extended coverage, and vandalism and malicious mischief insurance on the Leased Premises and on personal property of the Town contained therein to the extent of its full insurable value. CSPU6 shall do the same with respect to its property located in or on the Leased Premises. CSPU6 hereby mutually releases and discharges the Town from all claims or liabilities arising from or caused by fire or other casualty covered by its insurance on the Leased Premises, or property in or on the Leased Premises. The Town hereby mutually releases and discharges CSPU6 from all claims or liabilities arising from or caused by fire or other casualty covered in its insurance on the Leased Premises, or property in or on the Leased Premises.

9. Sublease or Assignment

This Lease Agreement may not be assigned or transferred, nor may any of the Leased Premises and/or Facilities be sublet, without the prior written approval of both parties.

10. Alterations, Repairs

The Town reserves the right to approve and/or make alterations, renovations, or repairs to the Leased Premises and such approval shall not be unreasonably withheld. CSPU6 may make alterations, renovations, or repairs to the Facilities but only with the Town's written approval, and such approval shall not be unreasonably withheld.

11. Right of Inspection

The Town reserves the right to enter the Leased Premises and inspect the Leased Premises, or to repair and maintain the Leased Premises, upon reasonable notice.

12. Personal Injury or Property Damage

CSPU6 shall, to the extent allowed by law, indemnify and hold harmless and defend the Town, its agents and employees from any claims, cost, expense, liability, action, or judgment including attorney's fees arising out of or related to any personal injury, death or property damage with respect to its use of the Leased Premises for operation of the CSPU6 program for preschoolers, except to the extent same are caused by the negligence or misconduct of the Town.

The Town shall, to the extent allowed by law, indemnify and hold harmless and defend CSPU6, its agents and employees from any claims, cost, expense, liability, action, or judgment including attorney's fee arising out of or related to any personal injury, death or property damage with respect to its use of the Facilities and related CSPU6 space, for which the right of access is granted to the Town for town and community functions and a community policing facility, except to the extent same are caused by the negligence or misconduct of CSPU6.

13. Amendment of Lease

This Lease may be modified or amended by written agreement of the parties.

14. Damage to Leased Premises

In the event the Leased Premises and/or Facilities shall be damaged so as to render it untenable, this Lease Agreement shall terminate.

15. Default

In the event CSPU6 shall default under any of its obligations and fails to remedy default within reasonable time after notice from the Town, the Town may declare this Lease terminated and reenter Leased Premises to take possession and terminate the Lease. In the event the Town shall default under any of its obligations and fails to remedy default within reasonable time after notice from CSPU6, CSPU6 may declare this Lease terminated and reenter the Facilities to take possession and terminate the Lease.

16. Notice

Any notice or written communication related to this Lease shall be deemed effective if mailed or delivered to:

1. For the Town:

James Harris, Director
Economic & Community Development
301 W. Main Street
Carrboro, NC 27510

2. For CSPU6:

Carrboro, NC 27510

with copies to:
Town Manager
Town of Carrboro
301 W. Main Street
Carrboro, NC 27510

or such other place as the parties may be directed.

IN WITNESS WHEREOF, the parties hereunto cause this Lease Agreement to be executed in their respective names.

This the ____ day of _____, 2009.

TOWN OF CARRBORO
A Municipal Corporation

COMMUNITY SCHOOL FOR
PEOPLE UNDER 6

By: _____
Town Manager

Director
Community School For People Under 6

Attest: _____
Town Clerk

Attest: _____

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