

Building and Grounds Committee
September 29, 2020 5:00 PM
Central Services Board Room

1. Call to Order - Mr. Jim Inman
2. Moment of Silence and Pledge - Mr. Jim Inman
3. Approval of Committee Minutes
4. Martin Renovation Contingency Fund
5. Easement Request from West Cumberland Utility District
6. Other Discussion
7. Adjournment

Building and Grounds Committee Meeting
September 8, 2020
Central Services Board Room

The Building and Grounds committee met on Tuesday, September 8, 2020 in the Central Services Board Room and electronically with Zoom where Mr. Jim Inman called the meeting to order at the approximate hour of 4:30 p.m. He welcomed everyone to the meeting and appreciated everyone for attending.

Mr. Jim Inman, District 1
Mrs. Teresa Boston, District 8
Mrs. Mary Kington, Maintenance Supervisor
Dr. Scott Maddox, CTE & 9-12 Supervisor

Ms. Shirley Parris, District 3
Dr. Ina Maxwell, Director of Schools
Mr. Earl Patton, Attorney
Amy Houston, Softball Booster Parent

1. Call to Order, Mr. Jim Inman
2. Moment of Silence and Pledge, Mr. Jim Inman
3. Approval of Committee Minutes. April 16, 2020 Boston made a motion to approve

VOICE VOTE: Boston (mover-yes)
Parris (seconder-yes)
All Ayes

MOTION Carried unanimously

4. Homestead Tower Building

Inman asked Maxwell if we were able to get what was requested? Maxwell replied, "Yes, you will see in your packet. We have the lease agreement that is in there, this is not something that requires action right now it is just a FYI. The tower association has leased the tower from Cumberland County Schools and the roof is in need of significant repairs or upward of possibly \$100,000.00. They have sought to have the county assist them with this, but the county doesn't own the tower. That is where we're at as far as how to, if it would be the wishes of the board to look at if the county would take over the tower. I can't speak for them to see if they could perform the work. It is just something I was asked to find out about. Inman said, "To keep everything out in the open, I served on the board of directors of Homestead Tower for a few years, several years ago. I understand where they're at. I do not know how they are financially right now, but I do know that whenever I was on the board, we were constantly fundraising in order to just be able to take care of everything. I can't imagine that they would be able to come up with \$100,000.00." Inman addressed Patton, "If I'm reading this lease correctly, basically it says that the lessee which is the tower museum is responsible for all repairs. Is that not correct?" Patton confirmed it is correct. Inman continued, "That is how I read it. They provide a wonderful benefit for our students. Especially the ones that are there at Homestead. All of the other students are able to go and visit that museum at any time. Or at least they were before the COVID crisis hit. I will be honest with you, I'm all in favor of trying to help if we can get the county to help as well, but there is no way we can afford \$100,000.00." Boston stated, "My understanding was, Mr. Blalock who is on the building and grounds for the county, contacted me some time ago. Earl, I think you will remember when we stirred this up again, the Homestead Tower had asked the county to assist them in doing some repairs and also assist them in obtaining some grant money. That is when Jim informed me, we owned the tower. I think we all discussed it not officially giving them the authority to make the repairs. We just don't have the money. That was prior to COVID hitting." Boston asked Patton, "In your opinion Earl, is this a solid lease?" Patton responded, "When you say is this a solid lease, I need it to be more specific than that. It is a fine lease. It binds us to lease this property to the Association for the specific term that it does." Boston continued, "I noticed the lessees are named and several of these lessees have passed on. It does not say anything about future board members of the Homestead Tower Association. I'm just curious, but does that need to be updated?" Patton responded, "No, the named lessee, because it names them as the trustees of the Homestead Tower Association, I think it would be implied to carry on to the successors. If you are asking me if you think that it is an issue with the lease that needs to be corrected, at this point. If this board were interested in making sure this lease stood the test of time. I might say sure. If you are asking me if it is a legal necessity, then No, I don't." Boston asked, "Does this lease, and I think it does, cover us in any liability?" Patton replied, "It does. I did some research. There is an insurance policy that names the Board as insured. There is a sufficient liability policy. It was the opinion of the agent that perhaps the Tower building itself was a little bit under insured, as far as physically. It is insured for about \$220,000.00. There some thought, I don't know if it has been appraised. I'm sure there

is a method to determine what the building is worth. The craftsmanship that is there, and the historic value is what's interesting." Boston asked, "Would we just need, as a Board to vote? In this lease we give them the authority to make all the repairs all additions, signs. What else do we need to do? Are they actually asking us for money?" Inman said, "I haven't seen an official request." Patton continued, "Let me say this. I may have been in on this committee agenda. My understanding is that the association initially came to the county and the county was hesitant to look at giving funds to the association on something they didn't own. There was some question initially as to whether the Board of education owned the tower or the county itself own the tower. There is some history to that, and quite frankly it is not when it comes to title and lands like this there is always arguments to be had. As I look at the chain of title, I think that argument is best that the Board of Education owns it. It has been back and forth. Just to give you an idea and I don't want to waste your time, but it is important to the conversation understand the history. The land that the school and the tower sits on was deeded to the Board in 1946 and there was a clause when it gave this land to the county that said if this particular tract on which the school sits should cease being used for school purposes, the title would revert back to the United States. Then in 1952 the county court deeded all of its right to the property to the Board of Education. Mind you it was still subject to the reversionary clause back to the United States if it ceased being used for school purposes. Then we come along in 1980 and we give this 99-year lease to the tower association, but specifically .75 acres is carved out just the semi-circle that immediately surrounds the tower, but an easement to the drive-way. Then in 1999 the United States deeded all of its remaining interest that reversionary interest back to the county. My understanding is that Cumberland County, in the event we ceased using the property for school purposes it would revert back to the count. I suppose there is an argument that we carved .75 acres out right there on the front and that part ceased being used for school purposes, that means the county owns this property. But I really don't think that it does. That property is the Board of Educations by how all of this is transpired. If we ever ceased using it for school purposes, then it would revert back to the county. That is how I think it stands now. It is my understanding that the county is not interested in expending funds on anything it doesn't own. I don't know that the county would be interested in purchasing this for \$1.00 or whatever it might determine. There might even be some legal hurdles there. That's where things stand. Maybe you're right Mrs. Boston, maybe the appropriate response at this point is to the tower association. We don't have the funds to help. They are in a pickle because they obviously don't have the funds to make that repair. It would be a shame if that building fell into disrepair. As the Board of Education its hard to say that \$100,000.00 of your budget that you should even consider." Boston asked, "Does this lease cover us, the Board of Education and gives the tower association to make the repairs, keep it in repair. I'm not really not certain if the Board of Education should be concerned where the funds come from as long as they keep it in repair." Parron responded, "It's a fair point and yes I think you're right. Part of the response could be there is an obligation in the lease to maintain the building in a state of repair." Boston countered, "Should the Board of Education be involved in those repairs or where the money comes from. If they need our blessing, cannot we give them our blessing?" Inman stated, "Personally, I believe the lease does that. It gives them the blessing to be able to make any repairs. From a realistic standpoint I have been there, I understand where they are coming from. There is no way they are going to have the money to do a \$100,000.00 repair on the roof. It's just not possible. You know as well as I do, in any building if you don't keep a good roof on there, it's going to eventually fall apart. We've seen that happen time and time again. In some point in time it's going to have to be fixed. I haven't been out there in sometime. I do not know how immediate it is, I don't know the whole situation. I'm just telling you there is no way they can come up with \$100,000.00. I would like to see us in some point in time, try to help. It's not going to be in this year's budget that's for sure. I don't even know about next years budget. I'm not talking about a full \$100,000.00. I think we ought to try to somehow try to help." Patton said, "I have spoken, over the past several months, to various people involved in the tower association. Jim, you might have some idea about this, I think there might be grant opportunities for an organization like that. But, is there some hurdle because of ownership of the property when it comes to grants like that." Inman replied, "I know they have received grant before. It has never been a hurdle before so I don't understand why it would be now." Boston said, "I think they are just now questioning it and someone discovered we actually own the property and not the county. This has evolved over that one question. They discovered we own the property and the building we've leased it to the tower association, yet they went to the county for repairs and funding in hopes that with the county's assistance they could obtain some grants. That is my understanding. Whether there is a glitch because we own, they have asked the county to do repairs and it is maintained by the association which is a convoluted circle." Patton addressed Maxwell, "Did you receive correspondence from the county mayor concerning the association or the tower itself?" Maxwell confirmed, "I did receive correspondence the end of July basically telling us the tower roof was in need of repair in the amount of \$100,000.00. They had sought money from the county. They realized they do not own it. Therefore, covering those expenses, at that time was probably not an option. Is there a

possibility that the Board would entertain, like you mentioned earlier, a quit claim or something like that. If they were to assume ownership, but I am no way implying that they are assuming that they would cover that expense. That is the correspondence I have.” Boston asked, “Did the tower association contact you?” Maxwell replied, “No, the county did.” Patton confirmed, “Mayor Foster.” Boston asked, “The county wanted us to entertain transferring the property to them?” Maxwell asked, “Would that possibly be an option?” Inman asked, “To the county or to the museum?” Maxwell responded, “To the county.” Inman said, “I believe what we need is a lot more information. I will see what I can do to dig up and find out what is going on. If the county is wanting us to deed it over to them, that is a discussion for the full Board. We will have to talk about it and see. We will have to have a lot more information before we can make any decisions.

5. CCHS Booster Request.

Inman apologized that he did not put softball in the agenda items.

Ms. Houston spoke to the board regarding a practice facility for the CCHS Softball fields. She described the fundraisers they have every year. She prepared a booster club financial sheet. She described the struggles they have to find places to practice during the winter. She also talked about the AED which was locked in the baseball field house and is locked. She spoke about title 9. She asked the Board to help fund the practice facility. She respectfully requested that the title nine be reviewed and the minutes reflect that funds were requested in the minutes of this meeting. Inman asked, “Do you have any designs for an indoor facility?” Houston replied, “The previous coach had some for a 40 x 50 building. We looked at a pole barn type facility but that really would not benefit our current needs. The wind would be going through the building and we start practice in January and February so it would be too cold.” Inman asked for a cost. Houston responded that they do not have one at this time. Inman said we will have to have specifics. We need to know what type of building, what the specs are and we’re going to need an amount. Houston described the location and stated she had trouble getting bids. Houston also described the light situation and how the Board has installed lighting in the parking area. The committee asked what they practice indoors. The committee discussed the practices indoors. Maddox stepped in and told the committee the agreement the baseball and softball teams at SMSH agreed to allowing them to use the same facility.

6. Other Discussion

7. Adjournment

VOICE VOTE: Boston (mover-yes)
Parris (seconder-yes)
All Ayes
MOTION Carried unanimously

Jim Inman,
Building and Grounds Committee Chairman

Ina Maxwell,
Director of Schools

Jane Franklin,
Executive Assistant for the Director of Schools and BOE

MAYLAND / COTTAGE

DESCRIPTION

Starting at the intersection of Main Street Pleasant Hill and Mayland road, in the NNW corner of the intersection. Connecting a new six-inch class 200 pvc pipe to an existing twelve-inch pipe and installing the said pipe approximately 670 feet NNE to the intersection of Mayland road and Cottage street. From here continuing ESE for approximately 335 feet, connecting into existing six-inch pvc. From intersection of Mayland rd and Cottage street going approximately 395 feet NNE down Cottage street ending with an above ground flush hydrant. Installing a new fire hydrant at the corner of Mayland Road and entrance to Pleasant Hill Elementary School. Before final connections being made samples pulled with results. After final connections and samples made, six service connections into new pvc pipe. Work area to be restored to former grade with grass and straw.

**EASEMENT FOR MAIN WATER LINE INSTALLATION
WEST CUMBERLAND UTILITY DISTRICT**

This instrument is made and entered into by _____, hereinafter called the GRANTORS, and the West Cumberland Utility District, hereinafter called the GRANTEE.

WHEREAS, the GRANTEE, its servants, agents, and/or contractors contemplate the construction of a 6" inch water line within the West Cumberland Utility District.

WHEREAS, construction of said water line will necessitate the encroachment upon a portion or parcel of land owned by the GRANTORS and fronting _____ feet on Mayland Road in Cumberland County, Tennessee.

NOW, THEREFORE, for and in consideration of the benefits that will accrue by reason of the above described improvement, the GRANTORS does hereby grant unto the GRANTEE a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a WATER LINE WHICH IS THE PROPERTY OF THE GRANTEE, over, across, and through the land of the GRANTORS situated in the 8th Civil District of Cumberland County, Tennessee, and further described in Deed Book _____, page _____, Register's office, Cumberland County, Tennessee.

The land being described on Cumberland County Map number ____, Parcel number _____.

The easement shall be 10 feet in width, the center line of which is the water line.

The easement also shall consist of an additional ten feet of temporary easement for movement of materials and equipment during construction. Said easements are to be located as close as practical to the front property line, and off the right-of-way.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTORS, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTORS, his successors, and assigns.

The portion or parcel of land upon which said water line is to be constructed is to remain the property of the GRANTORS and may be used for any purpose desired after construction of said water line is completed, provided that, in the opinion of the GRANTEE, said use does not interfere with the operation or maintenance of same.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors, and assigns.

EASEMENT FOR MAIN WATER LINE INSTALLATION
WEST CUMBERLAND UTILITY DISTRICT

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this _____ day
of _____, 20____.

Property Owner (Grantor)

Property Owner (Grantor)

WCUD seal

West Cumberland Utility District

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally
appeared _____ and acknowledged the execution of the foregoing
instrument for the purposes therein contained and expressed.

Witness my hand and official seal of office on this the _____ day of _____, 20____.

notary
seal

Notary Public

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally
appeared _____ and acknowledged the execution of the foregoing
instrument for the purposes therein contained and expressed.

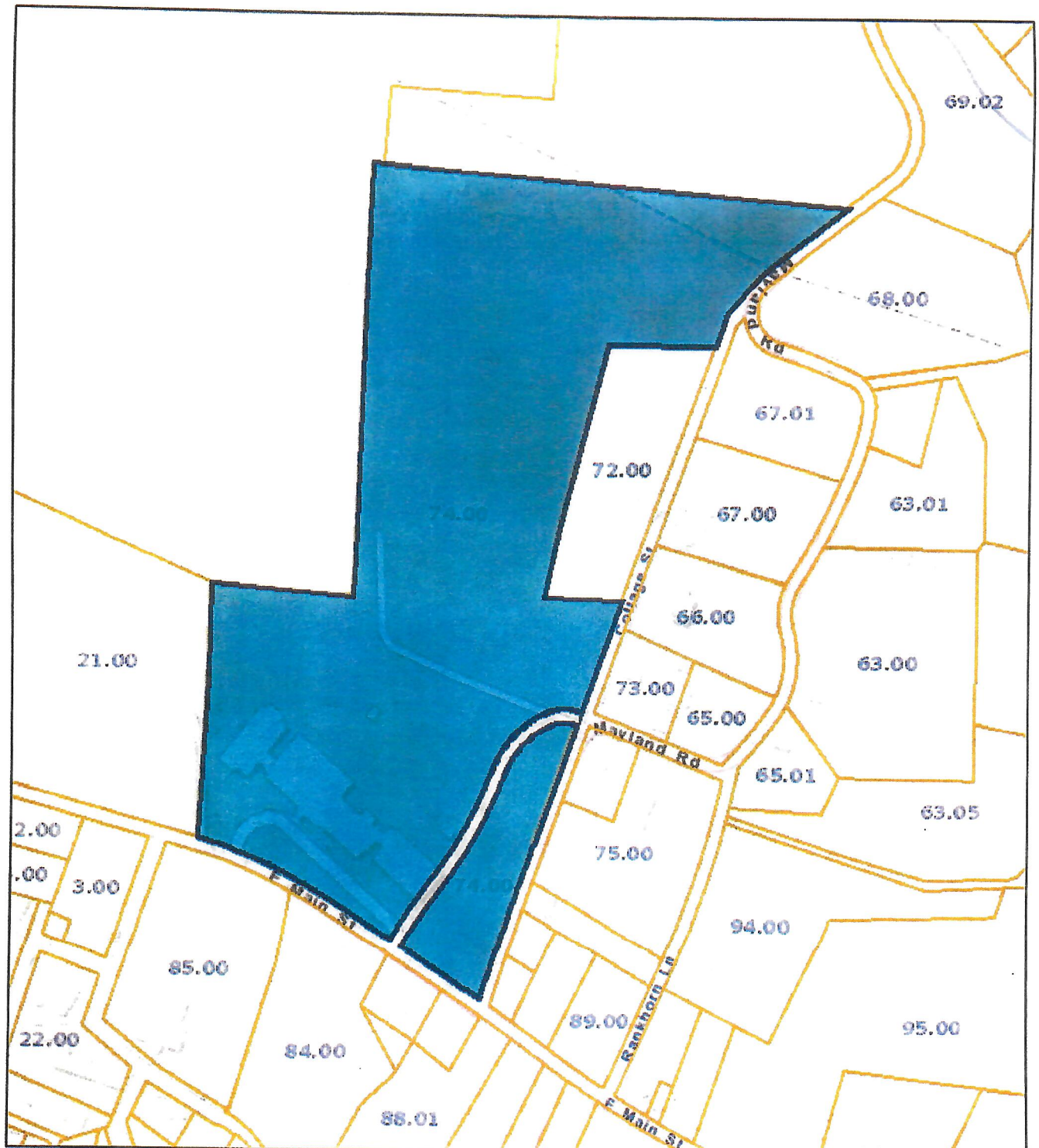
Witness my hand and official seal of office on this the _____ day of _____, 20____.

notary
seal

Notary Public

My commission expires: _____

Cumberland County - Parcel: 084 074.00

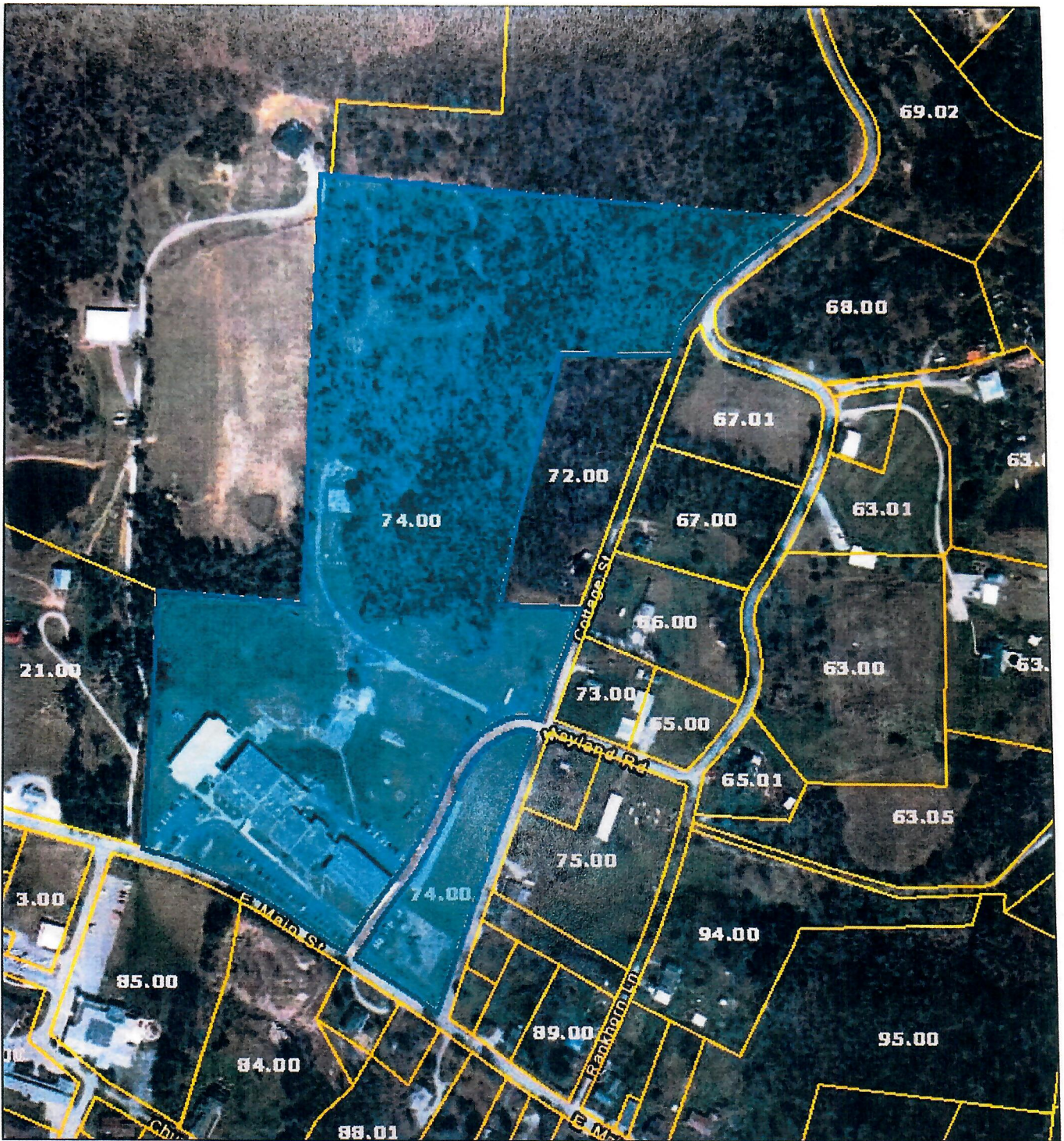


Date: September 21, 2020
County: Cumberland
Owner: CUMBERLAND COUNTY BOARD
Address: MAIN ST
Parcel Number: 084 074.00
Deeded Acreage: 23.88
Calculated Acreage: 0
Date of Imagery: 2018

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
TN Comptroller - OLG
State of Tennessee, Comptroller of the Treasury, Office of Local Government

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Cumberland County - Parcel: 084 074.00



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TDOT
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(OLG)

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Jane Franklin <jfranklin@ccschools.k12tn.net>

Fwd: Request for water line easement from West Cumberland Utility District

1 message

Ina Maxwell <maxwelli@ccschools.k12tn.net>
To: Jane Franklin <jfranklin@ccschools.k12tn.net>

Wed, Sep 23, 2020 at 11:05 AM

Jane,
I don't think you were copied on this email. This is just an FYI to keep on our radar.
Thanks,
Ina

----- Forwarded message -----

From: **Earl Patton** <epatton@pattonhyderlaw.com>
Date: Tue, Sep 22, 2020 at 3:25 PM
Subject: Request for water line easement from West Cumberland Utility District
To: Teresa Boston <teresa@bostonlaw.com>, Ina Maxwell <maxwelli@ccschools.k12tn.net>

Teresa and Ina:

I have received a request from West Cumberland Utility District for an easement as described herein. This would probably be another issue for building and grounds to take up and then ideally present to the Board as a whole in October?

**G. EARL PATTON**

Attorney at Law

PATTON & HYDER, PLLC

645 S. Main Street, Suite 104

Crossville, TN 38555

(931) 787-1333 (phone)

(931) 787-1334 (fax)

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