

Cleveland City Schools

Board of Education Annual Facilities Meeting

October 29, 2020 9:00 AM

F. I. Denning Center of Technology and Careers

1. Pledge of Allegiance
2. Regular Agenda
 - A. *TDOT Easement Contracts
 - B. Energy Management
 - C. Sales Tax and Completed Projects
 - D. Updates from the 2017 Comprehensive Capital Plan
 - E. *Capital Plan: 2020-2025
 - A. School Buses
 - B. Roofs
 - C. Stuart Elementary Floor Tile
 - D. CHS Track Renovation
 - E. CHS and CMS Scoreboards
 - F. Mayfield Playground
 - G. Painting Schedule
 - H. Classroom Carpet at Blythe Bower
 - I. Renovations
 - F. Growth Forecast for CCS & School Zones
 - G. Planning Ahead
 - A. Bond money from county capital planning
 - B. The Denning Center and future use:
 1. Roof
 2. ADA, Elevator
 3. Pool Tile and Mechanicals
 4. Locker Rooms
 5. Unusable Space
 - H. C. CHS- West Wing Plumbing, CTE Wing, Cafeteria, HVAC, Roof, etc.
 - D. School Planning
 - E. AOB/Operations
 - F. CAPS Office
 - G. Professional Long Term Facilities Planning

Revised Offer

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
SELLER'S ACKNOWLEDGMENT OF SALE PRICE AND CONDITIONS

OFFICE USE ONLY	
REC'D:	_____
INV #:	_____
RG #:	_____
DEPT:	_____
TX #:	_____
Approve:	_____

STATE PROJECT 06009-2218-14
FEDERAL PROJECT NH-60(13)
COUNTY/S Bradley
TRACT # 169

OWNER: The City of Cleveland for the Use and Benefit of the City of Cleveland Board of Education

- A. The Seller hereby offers and agrees to convey to the Department the interest(s) in the lands identified as **TRACT 169** on the right-of-way plans for the above referenced project upon the Department tendering the price of **\$81,694.00**, said tract being further described on the attached legal description. In the event of subsequent plans revisions, this sale price may be adjusted and shall be evidenced by a new ROW Form 30A.
- B. The Department shall pay for the expenses of title examination, preparation of instrument of conveyance, and recording of deed. The Department will reimburse the Seller for reasonable and customary fees charged by lienholders to obtain necessary releases of any liens upon the property acquired by the Department. Real estate taxes will be prorated pursuant to TCA § 67-5-203.

The following terms and conditions will also apply unless otherwise indicated:

- C. Retention of Improvements Does Not Retain Improvements Not Applicable
If applicable, Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this acknowledgment.
- D. Utility Adjustment Not Applicable
If applicable, Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him/her. The price offered includes N/A to reimburse the Seller for such expenses.

E. Other:

F. The Seller states in the following space the name of any Lessee of any part of the property to be used and the name of any other parties having any interest of any kind in said property.

G. The Seller agrees not to change the condition of the property being conveyed between the date of signature and the date the property is conveyed to the Department and understands that any costs incurred by the Department due to non-compliance are the responsibility of the Seller.

SELLER(S):

Date The City of Cleveland for the Use and Benefit of the
City of Cleveland Board of Education

Revised Offer
Does Not Retain Improvements

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
SELLER'S ACKNOWLEDGMENT OF SALE PRICE AND CONDITIONS

STATE PROJECT 06009-2218-14
FEDERAL PROJECT NH-60(13)
COUNTY/S Bradley
TRACT # 22

OFFICE USE ONLY	
REC'D:	_____
INV #:	_____
RG #:	_____
DEPT:	_____
TX #:	_____
Approve:	_____

- A. The Seller hereby offers and agrees to convey to the Department the interest(s) in the lands identified as **TRACT 22** on the right-of-way plans for the above referenced project upon the Department tendering the price of **\$190,653.00**, said tract being further described on the attached legal description. In the event of subsequent plans revisions, this sale price may be adjusted and shall be evidenced by a new ROW Form 30A.
- B. The Department shall pay for the expenses of title examination, preparation of instrument of conveyance, and recording of deed. The Department will reimburse the Seller for reasonable and customary fees charged by lienholders to obtain necessary releases of any liens upon the property acquired by the Department. Real estate taxes will be prorated pursuant to TCA § 67-5-203.

The following terms and conditions will also apply unless otherwise indicated:

- C. Retention of Improvements Does Not Retain Improvements Not Applicable
If applicable, Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this acknowledgment.

- D. Utility Adjustment Not Applicable
If applicable, Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him/her. The price offered includes N/A to reimburse the Seller for such expenses.

E. Other:

- F. The Seller states in the following space the name of any Lessee of any part of the property to be used and the name of any other parties having any interest of any kind in said property.
None

- G. The Seller agrees not to change the condition of the property being conveyed between the date of signature and the date the property is conveyed to the Department and understands that any costs incurred by the Department due to non-compliance are the responsibility of the Seller.

SELLER(S):

Date	The City of Cleveland, Tennessee, for the use and benefit of the Cleveland Board of Education

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
SELLER'S ACKNOWLEDGMENT OF SALE PRICE AND CONDITIONS

STATE PROJECT 06009-2218-14
FEDERAL PROJECT NH-60(13)
COUNTY/S Bradley
TRACT # 22

OFFICE USE ONLY	
REC'D:	_____
INV #:	_____
RG #:	_____
DEPT:	_____
TX #:	_____
Approve:	_____

- A. The Seller hereby offers and agrees to convey to the Department the interest(s) in the lands identified as **TRACT 22** on the right-of-way plans for the above referenced project upon the Department tendering the price of **\$188,878.00**, said tract being further described on the attached legal description. In the event of subsequent plans revisions, this sale price may be adjusted and shall be evidenced by a new ROW Form 30A.
- B. The Department shall pay for the expenses of title examination, preparation of instrument of conveyance, and recording of deed. The Department will reimburse the Seller for reasonable and customary fees charged by lienholders to obtain necessary releases of any liens upon the property acquired by the Department. Real estate taxes will be prorated pursuant to TCA § 67-5-203.

The following terms and conditions will also apply unless otherwise indicated:

- C. Retention of Improvements Does Not Retain Improvements Not Applicable
If applicable, Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this acknowledgment.
- D. Utility Adjustment Not Applicable
If applicable, Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him/her. The price offered includes N/A to reimburse the Seller for such expenses.
- E. Other:

- F. The Seller states in the following space the name of any Lessee of any part of the property to be used and the name of any other parties having any interest of any kind in said property.
None

- G. The Seller agrees not to change the condition of the property being conveyed between the date of signature and the date the property is conveyed to the Department and understands that any costs incurred by the Department due to non-compliance are the responsibility of the Seller.

SELLER(S):

Date	The City of Cleveland, Tennessee, for the use and benefit of the Cleveland Board of Education

State of Tennessee Department of Transportation
Owner Retention of Improvements

ROW FORM-32A
Rev. 09/27/2017

STATE PROJ. #:06009-2218-14
FED PROJ. #: NH-60(13)
PIN #: 101430.01

COUNTY/S Bradley
TRACT #: 22

NEGOTIATOR: Jason Arnold

OWNERS: THE CITY OF CLEVELAND, TENNESSEE, FOR THE USE AND BENEFIT OF THE CLEVELAND BOARD OF EDUCATION

DATE PRINTED: FEBRUARY 05, 2020

This Attachment is herewith made a part of the Agreement of Sale wherein

THE CITY OF CLEVELAND, TENNESSEE, FOR THE USE AND BENEFIT OF THE CLEVELAND BOARD OF EDUCATION

called the Seller, agrees to retain for the amount of \$1,775.00, the following described improvements:

Signage and Security Gates

The Seller understands and agrees to the conditions set forth below which are necessary to permitting his retaining and removing said improvements.

- A. The Seller agrees to make a deposit in the amount of \$3,550.00 by certified or cashier's check at the date of conveyance of the real property. This deposit is to ensure removal of the above described improvement no later than sixty (60) days from the date of deed or other instrument of conveyance. Failure by the Seller to completely remove said improvement(s) to ground level and remove all debris resulting from said removal within the stated time limit shall constitute forfeiture of the performance bond and of any part of the improvement(s) not removed within the stated time limit. Said forfeiture shall constitute liquidated damages. The performance deposit shall be refunded to the Seller upon completion of removal as required herein.
- B. The Seller agrees to save the Department or its agents harmless from any and all claims of any person whomsoever for damages arising out of the Seller or his agents or employees in carrying out the removal of the improvements herein referred to, or in clearing the right-of-way of debris.
- C. Removal of improvements as referred to herein shall mean removal to lands not owned by the Department unless written permission is granted by the Department to temporarily use such State-owned lands. Removal to State-owned lands without written permission shall constitute forfeiture of deposit and Seller's rights in any part of the improvement(s) as set out in Paragraph A above.
- D. Removal shall conform with State and local government laws or ordinances as may be applicable. Burning of disposable material shall not be done in urban areas, and shall not be done in any locality unless such burning is done in accordance with applicable State and/or local government laws or ordinances.
- E. Tenant Occupied Improvements Not Applicable
The Seller agrees to take no action to remove the improvement(s) until the premises have been vacated by the tenant. The Seller will be allowed a minimum of 30 days after vacation by the tenant to remove the improvements regardless of any other time limits established by this agreement. Failure to remove the improvement(s) within the 30 day period, if later than the previously established time limits shall constitute forfeiture of deposit and Seller's rights in any part of the improvement(s) as set out in Paragraph A above. The tenant will not be required to vacate for a minimum of 90 days after the Initiation of Negotiations or a minimum of 30 days after the date of conveyance of the real property, whichever is later, and the Seller shall take no action to cause the tenant to vacate the improvements.
- F. Other
 - (1) Any burning by Seller on State of Tennessee property is prohibited and WILL result in loss of performance deposit.
 - (2) Asbestos removal is the responsibility of the Seller. You must comply with all applicable Rules and Regulations.

SELLER(S)

Date THE CITY OF CLEVELAND, TENNESSEE,
FOR THE USE AND BENEFIT OF THE CLEVELAND
BOARD OF EDUCATION