

## **Board of Education Annual Facilities Meeting**

October 29, 2020 9:00 AM

F. I. Denning Center of Technology and Careers

Attendance Taken at 9:00 AM.

Mr. Tom Cloud: Present

Mr. Charlie Cogdill: Present

Ms. Carolyn Ingram: Present

Ms. Krista McKay: Present

Ms. Peggy Pesterfield: Present

Ms. Dawn Robinson: Present

Mr. Nate Tucker: Present

Attendance Update Taken at 11:00 AM.

Mr. Nate Tucker: Absent

### **1. Pledge of Allegiance**

Before the meeting started our chairman, Dawn Robinson, led us in a moment of silence for the Meigs County community. There was a bus wreck there last week that killed one bus driver, and one student while leaving others injured. Mrs. Robinson then ask Hal Taylor to speak on the bus driver that lost her life. Mr. Taylor states Lisa Dillard worked for CCS 5 years ago and worked for us for 1 year before she transferred to Meigs County. Mr. Taylor states most of the CCS bus drivers knew her and it did effect them. He states his bus drivers will be praying for them, and on Friday, October 30 our bus drivers will be wearing our grey t-shirts in honor of Lisa. Mrs. Robinson asks if there is a way that CCS can donate/help Meigs County. Dr. Dyer states he has been in contact with their superintendent and let them know if we can help in any way we are here for them. Mr. Taylor states we have a good connection with Salvation Army so we could maybe connect with them to help with donations.

Mrs. Robinson starts the meeting by welcoming Mr. Brian Templeton, and Mr. Joe Fivas. She then states the first item on the agenda is the consent agenda. She asks for a vote on this consent agenda. Peggy made the motion and Carolyn made the second and the rest of the board were in favor. Mrs. Robinson then realized she was looking at the wrong agenda. This vote will be reflected in the regular agenda meeting on Thursday, October 29. Mrs. Robinson then started the meeting by leading us with the Pledge of Allegiance.

### **2. Regular Agenda**

#### **A. \*TDOT Easement Contracts**

-Hal Taylor said TDOT came back and has increased both offers. CMS is \$190,653, and CCCE is \$81,694. Part of the increase is for asphalt and add to the driveway, sign, fencing at the middle school and sidewalk for the safety of our children.

-Dr. Dyer said we have worked with the city and TDOT and the city did approve these contracts at their last meeting.

-The Board asked if we are talking about the property at Hwy 60 and will it affect traffic? Mr. Taylor states yes, at CMS they are also paying for storage so this will go almost down to the middle school. Yes it will affect traffic eventually but TDOT states they will work with us. TDOT will be giving us their managers phone number so we can be in direct contact with them during this construction

-Dr. Dyer states during discussions with TDOT they are suppose to help with traffic at the road with a crossing guard if needed.

-The Board ask if their staging area will be in the grass area at the road? Mr. Taylor states yes it will be.

-The Board asks if the fenced in area will be around the staging area? Mr. Taylor states no, the fenced area will be in the field where some students come in and out of the building.

-The Board ask if we will get a date when it will start so we can let our families know? Dr. Dyer says yes we let them know ahead of time.

Motion to approve the TDOT Easement Contracts Passed with a motion by Mr. Charlie Cogdill and a second by Mr. Tom Cloud.

Mr. Tom Cloud: Yes

Mr. Charlie Cogdill: Yes

Ms. Carolyn Ingram: Yes

Ms. Krista McKay: Yes

Ms. Peggy Pesterfield: Yes

Ms. Dawn Robinson: Yes

Mr. Nate Tucker: Yes

Yes: 7, No: 0

B. Energy Management

-Hal Taylor states Paul Ramsey completely retired this year, and Cliff Eason has taken over for him. Unfortunately Mr. Eason can not be with us today. Mr. Taylor speaks about page 20 (Energy Management) of the comprehensive plan. He speaks about the total savings. Since the program started we have a cost avoidance of \$7,324,111. Since the school buildings were closed last spring it makes our numbers look very good, so we are not using this year as a basis. On page 21 and 22 you can look at the graphs and see how much each building is per square foot. The average cost per square foot in a school building is \$1.39/sq. ft. We have buildings in our system that were \$.99/sq. ft (Arnold 2018-2019). The decisions the board made back in the early 2000's are paying off now in energy management. Dr. Dyer states the more money we save in energy we are able to put back into the classroom.

C. Sales Tax and Completed Projects

-Mr. Taylor states on page 27 of the comprehensive plan, you can see where the money has been spent through the years. The total spent since 2009 is \$13,007,132. On page 23, you can see the recent projects. We had some unexpected expenses, and total we spent \$28,180,173 on projects since 2017.

-Dr. Dyer states he speaks with other superintendents across the country and he doesn't know another system that works as well with their city so they can use this money for the systems every day needs, such as roofs, etc. Its a great benefit for Cleveland City Schools.

D. Updates from the 2017 Comprehensive Capital Plan

-Dr. Dyer would like to first thank Mr. Taylor for all of his work on this Capital Plan document.

-Mr. Taylor states on page 64, Proposed Capital Project by Location. We speak with all the principals and they let us know what they need. The items in red for each location are the more immediate need for each school to maintain safety and stay in code.

-Dr. Dyer reminds everyone if a change is \$5,000 or below it will be taken care of with the maintenance budget and is not on this document.

-Mr. Taylor states they just finished working on the alarm system at CMS. At one time they thought it was going to cost \$100,000, but with technology advancements it looks like it will be closer to \$10,000 with the maintenance budget.

-The Board asks about the condition of the basement/cafeteria at Arnold? Mr. Taylor states it is in the same condition as it has been and it is good condition although it is older. They inspect the tiles and the HVAC and they are in good condition for their age.

-The Board asks about the replacement of the dishwashers for sanitary reasons. Are they working now? Mr. Taylor states they are working, but its getting hard to find parts to fix them so they are looking to replace them before they break. The difference in the pricing of the dishwashers depends on the size of the dishwasher at each school. The price also differs because of the location of the dishwasher in each cafeteria.

-The Board asks if we price out the equipment to save money, or use a pricing alliance? Mr. Taylor states we have used the alliance and purchased them our selves. Dr. Dyer asks Cindy Geren to explain what an alliance is? Mrs. Geren states multiple systems go together and bid items. Then the vendors come back and the bidders can purchase from the list of items at the same price. Or we belong to TIPS, which is a purchasing consortium and we can go online to purchase from their contracts, as well as state contracts.

-The Board asks if you purchase an item through an alliance will the equipment come from Bradley county or a local business? Mrs. Geren states yes, it usually comes from a local vendor.

-The Board asks if somewhere in the future if they can plan for a new cafeteria for Arnold Elementary School. They would like Arnold's cafeteria to match the criteria of the other schools. We have talked about this for over 10 years, and would like it to be thought about again.

-The Board ask about the age of the Denning Center? Mr. Taylor states the building was built in 1961. Mr. Taylor would like to speak about the roof at TDC. On page 51 of the comprehensive plan, there is a section of the drawing of the roof of the TDC that says "2001 EPDM", (green and white) The white section is the part of the roof that needs the most attention. Because this section of the roof (white 2001 EPDM) started failing we can not use the locker rooms under this section of the roof. The locker rooms are on the second floor and we can not use them because of ADA and fire requirements. The roof started failing, the surface was going bad and we found out the decking was gone as well as the steel roof joists. This will be very costly to repair to remain status quo. We took what would have been a \$30,000 repair and it turned

into a \$200,000 repair.

-The Board asks what we use this building for. The pool and the offices? Dr. Dyer states if we didn't use this facility could we add onto the AOB for the office space. Dr. Dyer states this building use to be the YMCA so its a big building that needs a lot energy to run.

-The Board asks what the value of this property is? Mr. Taylor states they have an old number, and it has not been appraised lately so they would think the number has changed.

-Dr. Dyer asks the Board what does the Board want to do? Renovate TDC, add onto the AOB with more offices, tear down part of TDC and add space for more pool viewing area, etc? He states it would be nice to have all of the district staff under one roof, and have a bigger board room for meetings/PD.

-The Board asks if we do not have the pool here could we use the YMCA pool? Mr. Taylor states the YMCA pool stays booked, so it would not be an option. Also, our pool is used every afternoon during swim season. The pool was open in 1961 so its time to do repairs to keep the pool open as well.

-The Board states the decision on the roof will determine the pools decision. Is there a time restraint on when it has to be done to keep us legal and in code? Mr. Taylor states we can do the bare minimum to keep us in code until we decide what to do with the building. Mr. Taylor states the condition of the roof is deteriorating and the decision on the roof needs to be made within 6 months. If we want to sell this building we would have to make improvements before it could be sold.

-The board asks is there a specific plan on what project to start with first? Dr Dyer states today is a discussion of all the needs and to start prioritizing what projects should be started first. Mr. Templeton is also here to help us decide on what our plan could look like on which projects to start with first.

-The Board states fixing this building for \$300,000 is still cheaper than building a new building.

-The Board wants to remind everyone if we close this pool it will effect every school in the county because we are the only pool in the county that has an inside pool.

-Dr. Dyer asks if the board if they would like to take a tour of the building. They did want to tour it.

-The tour started with the pool. Mr. Taylor states they have changed out some of the concrete tiles, but the pool has not had many updates since 1961. Some of the tiles are starting to get cracks and water is leaking, so eventually all the tile will need to be replaced. There is a cover on the pool when its not in use, which saves energy. Also, there are many different groups in the community who use the pool, not just CCS.

-The tour then moved to the boys locker room on the first floor. Hal reminds everyone as of now the plumbing runs up and that would need to be addressed. There are asbestos issues that need to be fixed. One possibility is to change this space into the viewing section for the pool. The girls locker room is on the other side of the boys, so they would turn the girls locker room into 2 locker rooms. The boys and girls locker rooms would be smaller, but the pool would gain a viewing area for spectators.

-The tour then moved to the gym. The gym is now used as storage (there is furniture in there currently). One possibility for a remodel is to turn half of the gym into 2 stories so it connects

the upstairs on each side of the building. During this remodel you could install an elevator. The other half of the gym could be a big board room/PD room for the district. The Board states this is a great location in the middle of down town.

-The tour then moved upstairs over the pool to see the roof damage. Mr. Taylor states it is a plaster ceiling. We will need to replace the gurters.

-The tour finished viewing the classrooms. Mr. Taylor states we would like to make one classroom an archive room for documents so they will be in a climate controlled environment. To do that they need to redo the floor so it can withstand the weight of the files.

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

-After the tour, Mrs. Robinson asks the board to look at page 69 a the Recommended capital projects and five year schedule since this does require a vote from the Board. Mr. Taylor discusses all of the items on this page. This is how we are proposing to use the sales tax money for each school year: Purchasing school buses, cafeteria tables at Mayfield, scoreboards at CMS and CHS, school buses, paint at Stuart, replace carpet at BB, etc.

-The Board asks when we buy new buses will they be new and have seatbelts? Mr. Taylor states we will buy them new with air conditioning, and there will be a discussion about the seat belts. Whether to buy a bus with seat belts or try to get a grant for the seatbelts.

-In the 2021/2022 school year it says we will "replace athletic field and grounds equipment." Mr. Taylor states he has ask Mrs. O'Bryan and Dr. Laing to move the athletic equipment to the operations department so they can purchase and maintain them. Mr. Taylor would like to "control the equipment". We don't need 3 tractors as a system, we need 1 tractor that the whole system can use.

-The Board asks if we can move the score boards to a more important issue. Have the baseball score board fixed before baseball season this year since you can not read any of the numbers on the board. Then have the football scoreboard fixed in the summer on the next school years budget. Mrs. Geren states moving the scoreboards up in date of completion will not effect the rest of the list considering completion dates.

-The Board asks about the baseball section of the wrestling facility. Is this still in good condition? Mr. Taylor states the interior of the baseball facility has been a great addition with lockers and cages to use.

-The Board asks Mr. Taylor is he considering just one tractor for CMS and CHS? Mr. Taylor says he is looking at one tractor. They would each have their own mower, and this would be a tractor with a front end loader.

-The Board asks what the revenue is from sales tax? Mrs. Geren

states its 1.1 million and we earn interest on our bonds.

-The Board asks about the track? Mr. Taylor states they would need \$350,000 to rip it up from the bottom up. This plan, \$70,000 to \$100,000, would replace the black surface with a new surface without tearing up the concrete to the dirt. We have already taken care of the drainage issue that caused the track to sink.

Motion to approve the Capital Plan: 2020-2025 with the change to move the baseball athletic scoreboards to the 2020-2021 school year schedule Passed with a motion by Mr. Charlie Cogdill and a second by Ms. Peggy Pesterfield.

Mr. Tom	Yes
Cloud:	
Mr. Charlie	Yes
Cogdill:	
Ms. Carolyn	Yes
Ingram:	
Ms. Krista	Yes
McKay:	
Ms. Peggy	Yes
Pesterfield:	
Ms. Dawn	Yes
Robinson:	
Mr. Nate	Yes
Tucker:	
Yes: 7, No: 0	

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

-Mr. Taylor would like to discuss Stuart Elementary School. He states the school is safe and it has been checked out by the appropriate people. The system has run into a problem with the tile deteriorating in the hallway. The new tile, not the old tile, is deteriorating. In the main hallway, the tiles are deteriorating. Mr. Brian Templeton states geosurfaces thought the surface might be wet from the wet spring coming up through the floor slab. They wanted to see if there was moisture in the building coming up from the ground. They conducted a moisture test, and the results revealed moisture is not an issue. All of the tests were well below the moisture levels, except one spot by a drinking fountain. The next step is to bring in a technical expert from some flooring companies to see if there is an issue with the

adhesive on the new tiles. In the end, we would like to tear up all the tiles in the hallways and take care of the asbestos and the deteriorating tiles to fix this issue correctly so this doesn't happen again.

-The Board asks when the work would be done and how it would be paid for? Mrs. Geren states it would have to happen in the summer, and we could use the sales tax money, money from the pie center bonds, or the funds balance. There are options.

-The Board asks if we can get this done this summer? Mr. Taylor states it does need to be done this summer.

-The Board asks if we are taking up all of the tiles, and if we don't do the whole hallway can we match the tiles? Mr. Taylor states it would only be in the affected area in the hallway. Mr. Taylor states he will ask Mr. Templeton to help with the design of the floor to make it eye pleasing.

-Mrs. Robinson ask Mr. Dyer to bring this updated information to the site committee and then to the board for a vote.

-Dr. Dyer states 2.F and 2.G. on the agenda go together. The City of Cleveland is doing a study to see who is moving into the city since it is growing. These items are what the board can consider on what we need to do in the future. What do we do with TDC and AOB...sell/remodel? CHS plumbing issues? CTE renovations? School buildings and capacity? Dr. Dyer turns it over to Mr. Taylor and Mr. Templeton to discuss future needs and plans.

-Mr. Taylor discusses these plans for the future as stated on page 71. The West Wing of CHS and the plumbing, that is 2 issues. There is ground water that is getting into the sewer in the commons area in the back. This is what caused flooding in the arena, but we have taken some precautions to help stop this from happening again. We have done all we can now, but we will need to get more professional help to find all of the problems. The West Wing itself is having major plumbing issues. Most of the sinks in the west wing are unuseable. (Mr. Tucker left at 11:00). We are ran cameras into these drains, since they are cast iron they are deteriorating and rusting out so they will always be a maintenance expense. Eventually these pipes will burst. Repairing these pipes will be extremely difficult because the lines go through the middle of the building/school at around 10 feet deep. To make a repair of this nature we would need to run heavy equipment, and it will take several phases to fix. We will need to plan how and when to fix this. Mr. Templeton states the CHS building has some age so we need to have an overall master plan for any expenses. He states they will need to gather all of the information to see how each update will happen and in what sequence. He knows the system has used a study to see what the system needs for the future and this would be good to use as well as the cities study. He suggests you have an overall long range plan, and a localized plan on CHS.

-The Board states CHS was built for an older version of the school and would like to see the study and get the information on how to proceed with CHS and the plumbing.

-The Board asks when you talk about an overall projection of cost would that include all changes in all buildings? Mr. Templeton states that is correct.

-Mrs. Robinson says this kind of study was done 25 years ago, and we need to do this again. She also asks if Upland Design does these kind of studies? Mr. Templeton states they do but they are not as verse as other companies. He would suggest we look into

other companies who are specialized in managing all the factors in identifying in projected growth and how to proceed. (FYI: Mr. Taylor gets a phone call and states the power is out at CMS, Yates, Ross and AOB. This is not a CCS issue, but a Cleveland Utilities issue). She also ask if we would contract Upland Designs to find this contractor or would we find our own contractor? Mr. Templeton states Upland Designs would find the contractor, and he would use them in conjunction with Upland Designs. Mr. Templeton states he will reach out to Community Techtonics since they have a good working relationship and they know our school system.

-The Board states in the past the buildings were built with a pad and all the sewer were under the pad. Are all the buildings like this? Mr. Templeton states in the older building they could be, but like at a new building such as CCCE they are in the walls and are accessed easier.

-Dr. Dyer recommends letting Mr. Taylor and Mr. Templeton discuss this and bring back a scope of work. Have a site committee meeting and bring this to the Board for a vote on any future plans.

-Mrs. Robinson asks for a motion to allow Mr. Taylor and Mr. Templeton create a cost estimate and scope of work to the site committee to review, then move to the board.

-Dr. Dyer asks if they would have this plan back by January? Mr. Taylor states we need to have TDC as a priority then CHS during the summer. Mr. Templeton states we could have a site committee meeting before Christmas break to see the cost involved in this. (Dr. Dyer states there is a tree across a line and CCCE is out of power now as well.)

-The Board wants to thank Mr. Taylor for all of his hard work.

-Mrs. Robinson states we are going to take a quick break and we will be covering the regular November Meeting Agenda when we come back.

Motion to allow Mr. Taylor and Mr. Templeton create a cost estimate and scope of work to the site committee to review, then move to the board Passed with a motion by Ms. Krista McKay and a second by Mr. Tom Cloud.

Mr. Tom  
Cloud: Yes

Mr. Charlie  
Cogdill: Yes

Ms. Carolyn  
Ingram: Yes

Ms. Krista  
McKay: Yes

Ms. Peggy  
Pesterfield: Yes

Ms. Dawn  
Robinson: Yes

Yes: 6, No: 0

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Chairperson

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Superintendent

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**