

**RUTHERFORD COUNTY SCHOOL SYSTEM  
2240 Southpark Drive  
Murfreesboro, TN 37128**

**JANUARY 27, 2022  
5:00 P.M.**

**AGENDA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. APPROVAL OF AGENDA**

**Recommended Approval---motion to approve the agenda as presented.**

**5. APPROVAL OF CONSENT AGENDA (TAB 1)**

- A. Minutes: January 11, 2022 Board Meeting  
Minutes: January 18, 2022 Rezoning Meeting**
- B. Community Use of Facilities**
- C. Title I Contract: Extended Contracts at Holloway High School**
- D. Routine Bids: Bid #3566 – HVAC Renovations (LaVergne High)  
Bid #3567 – Walkway Canopy Covers (EAG, RVE, WHE, JCE)  
Bid #3568 – Classroom Furniture  
Bid #3569 – Floor Machines  
Bid #3570 – Audio Class Equipment (LaVergne High)  
Bid #3571 – New HVAC Systems (OHS and LHS)**

**For Your Approval:**

**The Purchasing Department solicited Request for Qualifications for Architectural Services RFQ 21-01. A total of fourteen firms responded. The review committee is recommending two firms for your approval, Binkley-Garcia and Kline Sweeney. After your approval, we will bring their fee structure to the Board.**

**E. School Salary Supplements and Contract Payments:**

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Misti Clark *4	NTE \$200.00	Blackman Middle	School Funds – Volleyball	Assistant Volleyball Coach (Amount approved is now \$700)
Allison Keene	NTE \$1,800.00	Blackman Middle	School Funds – Track	Assistant Track Coach
Brayan Bunyi	NTE \$780.00	LaVergne Middle	School Funds – Basketball	Basketball Timekeeper
Elizabeth Proctor	NTE \$1,000.00	Riverdale	Softball Boosters	Assistant Softball Coach
Ernest Rivas	NTE \$540.00	Riverdale	Softball Boosters	Assistant Softball Coach
Richard Marsh	NTE \$2,358.00	Stewarts Creek High	School Funds – Baseball	Assistant Baseball Coach
Olivia Birkey	NTE \$1,600.00	Stewarts Creek Middle	School Funds – Softball	Assistant Softball Coach
Makenzie Prince	NTE \$1,600.00	Stewarts Creek Middle	School Funds – Softball	Assistant Softball Coach
Chase Owens	NTE \$3,000.00	Central Magnet	School Funds – Tennis	Men's and Women's Head Tennis Coach
Jackson Ayers	NTE \$2,500.00	Oakland High	School Funds – Band + Oakland HS Band Boosters	Staff – Instructor
Patrick Gatlin	NTE \$1,000.00	Rocky Fork Middle	School Funds – Baseball	Assistant Baseball Coach
Phillip Gregory	NTE \$2,500.00	Siegel High	School Funds – Chorus	Sound Tech/DJ for Choir/Spring Musical/Winter Formal
Charles Mitchell	NTE \$2,358.00	Stewarts Creek High	School Funds - Baseball	Assistant Baseball Coach

\*\*Unless listed as an hourly rate

1. Approved previously for an amount \$500 or greater
2. Not less than regular hourly rate-or overtime rate if working over 40 hours during the week
3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Pending approval by Transportation Dept.

**F. Non-Faculty Volunteer Coaches:**

**According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.**

**The following non-faculty volunteer coaches are for the 2022-23 school year:**

<b><u>Name</u></b>	<b><u>School</u></b>	<b><u>Sport</u></b>
Jackson Ayers	Oakland High School	Band
Zachary Newman	Central Magnet	MS Baseball
Chase Owens	Central Magnet	Tennis
Dakota LaBlanc	Siegel High School	Boys Basketball
Allison Lillis	Oakland High School	Cheer
Jaden Lasley	Siegel Middle School	Baseball
Haneef Sharif	Rockvale Middle School	Track
Madison Vanderhorst	Rockvale Middle School	Softball
Abigayle Ochs	Siegel Middle School	Softball

**Recommended Approval---motion to approve the consent agenda items as presented.**

**6. VISITORS**

**7. SPOTLIGHT**

**Oakland Middle School Theatre Group – 2022 Junior Festival Winner**

**The theatre group from Oakland Middle School competed at the 2022 Junior Theatre Festival in Atlanta and was awarded the Freddie G for Excellence in Acting and a Freddie G Inspiration award.**

**8. REZONING PROPOSAL (For Information Only)**

**9. TITLE I/II CONTRACT - A FRAMEWORK FOR UNDERSTANDING POVERTY (TAB 2)**

**Ruben Perez of the aha! Process, Inc. will provide a workshop for teachers at David Youree Elementary. Teachers who participate in this training will:**

- Use concrete instructional strategies to help students from poverty**
- Understand hidden rules of economic class and effects on behaviors and mindsets**

- **Develop stronger relationships with students to impact behavior**
- **Reduce discipline referrals**

**Topics include resources, mental models, family structure, language patterns, and more. Workshop will give new and veteran teachers tools to help students from poverty today.**

**Virtual workshop was planned for January 3, 2022 but is being rescheduled to onsite training due to inclement weather closure.**

**New date for training will be May 3, 2022. Addendum to contract is attached.**

**Contract details:**

**March 3, 2022**

**8am-3pm**

**Total Cost: \$6,260.32** which will be paid with David Youree's Title I and Title II's funds.

(Cost includes consultant fee, travel expenses and a book for each participant)

**Title I: \$3,229.32**

**Title II: \$3,031.00**

**Recommended Approval---** motion to approve contract between Rutherford County Schools and aha! Process, Inc. to pay for A Framework for Understanding Poverty Workshop for Teachers as presented.

## **10. CURRICULUM AND INSTRUCTION (TAB 3)**

### **1. THOUGHT EXCHANGE SOFTWARE**

**Curriculum and Instruction is requesting to purchase 30 license for Thought Exchange. Thought Exchange is a discussion platform that utilizes perspectives, ideas, and solutions for multiple strategic planning initiatives. These license will be utilized with public comment required for ESSER funding, by our Title I schools for required parental engagement, and by schools for input on the state required E-plan. Curriculum and Instruction will further use the platform to collaborate with educators on strategic planning initiatives and curriculum resources. The 1-year cost for 30 license including training and set-up is \$72,000 funded out of the General-Purpose software line item.**

**Recommended Approval---** motion to approve the purchase of 30 license for Thought Exchange for 1 -year as presented.

## **2. CHARTER SCHOOL COMMITTEE**

**As required per policy 1.901 Charter School Applications, “The Board shall name the members of the team at its meeting in January of each year. The Board shall designate a Chair of the review team as the contact person for answering questions about the application process and receiving applications.”**

Shelia Bratton	School Board, Vie Chair – Zone 6
Kelly Chastain	Early Postsecondary Coordinator, Central Office
Elizabeth Davis	Learning Loss Coordinator, Central Office
Jimmy Sullivan	Asst. Supt. For Curriculum and Instruction
Linda Dohnal	Special Education Specialist, Central Office
Takisha Ferguson	Principal, Smyrna Middle School
Pam Hill	Community Member, Parent (non-RCS)
Paige Jorge	Principal, Cedar Grove Elementary School
Brian Lewis	CTE Specialist, Central Office
Grayson Maxwell	Communications Specialist, Central Office
Cherri McCrary	Instructional Technology Specialist, Central Office
Johanna Parasio	ESL Instructional Tech. Facilitator, Central Office
Barbara Powers	Middle School Coordinator, Central Office
Donna Barrett	Community Member, (non-RCS)

**Rutherford County Board of Education policy 1.901 states that the review team “shall be comprised of members of the administrative staff for the district, community members, and a member of the Board with relevant educational, organizational, financial and legal experience.”**

**Recommended Approval---** motion to approve the Charter Review Team as presented.

## **3. SCHOOL COUNSELOR SUPERVISOR 6-12**

**Due to the size and scope of the position, Curriculum and Instruction is requesting to split the previously K-12 School Counseling Supervisor. The positions would now be K-5 School Counseling Supervisor and 6-12 School Counseling Supervisor. The positions have been budgeted as part of ESSER 3.0. If successful, one position would become part of the General-Purpose budget as previously planned and the other position would be funded using federal funds.**

**Recommended Approval---** motion to approve the K-5 School Counseling and 6-12 School Counseling Supervisor positions as presented.

## **11. FINANCIAL MATTERS (TAB 4)**

### **1. To Authorize Two Additional Inclement Weather Days for certain Classified Staff at Rockvale High and Middle Schools for School Year 2021-22**

**All Classified hourly employees currently receive six inclement weather days for the current school year. As of 1/18/22, there has been five inclement weather days used system-wide with the exception of Rockvale High and Rockvale Middle Schools. These two schools utilized two additional inclement weather days for pay purposes this year due to a gas leak at the high school on 9/8/21 and 9/9/21, as well as no air conditioning in the building at the Middle School on 9/16/21 and no heat in that same building on 11/29/21. The approval of these two additional inclement weather days authorizes employees to be paid for the inclement weather day of 1/18/22 as well as providing one remaining day to align the classified employees of these two schools with the rest of the district. There will be no additional cost for this unless the school year is extended.**

**Recommended Approval---** motion to approve two additional inclement weather days to the impacted Classified employees at Rockvale High and Rockvale Middle School as presented.

### **2. Request by the Red Hawks Touchdown Club to apply for approval from the TN Secretary of State to hold a raffle in the Fall of 2022**

**The Red Hawks Touchdown Club is requesting School Board permission to apply for approval from the TN Secretary of State to hold a raffle in the Fall of 2022. In order to do this, the Club needs to have their annual gaming event application submitted to the Secretary of State by January 31, 2022 in order to be in compliance with the State of Tennessee Charitable Gaming Law. In compliance with RCS Board Policy 2.404, the Red Hawks Touchdown Club is requesting School Board approval for this fundraiser prior to the fundraiser being submitted to the Tennessee Secretary of State for approval under the terms of the Tennessee Charitable Gaming Implementation Law.**

**Recommended Approval---** motion to approve the raffle fundraiser as detailed in the Red Hawks Touchdown Club's detailed request and to authorize the Booster Club to submit this request to the Tennessee Secretary of State in accordance with State Statute as presented.

### **3. Resolution for Temporary Transfer of Funds from the General-Purpose School Fund to the Federal Projects Fund for Fiscal Year Ending June 30, 2022, 2023 & 2024**

**Recommended Approval---** motion to approve the Resolution for temporary transfer of funds from the General-Purpose Fund to the Federal Projects Fund as presented.

#### **4. Discussion of Rutherford County Debt Service Funds**

### **12. FACILITIES (TAB 5)**

#### **1. TDOT Offer for Siegel Land Acquisition for Thompson Lane Road Widening**

**TDOT has completed the Appraisal Process for the property along Thompson Lane to allow the widening of Thompson Lane. The original offer includes replacing a sign and the offer now shows relocating the sign. The sign can be relocated at Siegel High. TDOT's offer for 0.219 acres is \$19,840.00. The land valuation is listed as \$35,000.00 per acre.**

**Recommended Approval---** motion to approve the sale of the 0.219 Acres for the Thompson Lane Road widening for \$19,840.00 as presented.

#### **2. 5-Year Building Program (For Information Only)**

#### **3. Christiana Middle School Storage Building**

**Dr. Kyle Nix has requested to purchase a storage building for the Girls' Softball team for \$2,866.00. This request is to be funded out of the Softball fund. Engineering and Construction has reviewed the request and approves.**

**Recommended Approval---** motion to approve the Christiana Middle School Girls' Softball request to purchase a storage building at no cost to the Board as presented.

### **13. INSURANCE UPDATE**

### **14. DIRECTORS UPDATE**

### **15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

### **16. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

### **17. GENERAL DISCUSSION**

### **18. ADJOURNMENT**

**RUTHERFORD COUNTY SCHOOL SYSTEM**

**Board of Education Meeting**

**2240 Southpark Drive**

**Murfreesboro, TN 37128**

**Minutes of January 11, 2022**

**Board Members Present**

**Tiffany Johnson, Board Chairwoman**

**Shelia Bratton, Vice-Chair**

**Coy Young**

**Jim Estes**

**Claire Maxwell**

**Tammy Sharp**

**Tim Holden**

**Bill C. Spurlock, Director of Schools**

**1. CALL TO ORDER**

**The Board Chair, Tiffany Johnson called the meeting to order at 5:00 P.M.**

**2. PLEDGE OF ALLEGIANCE**

**The Pledge of Allegiance was led by Mr. Jim Estes.**

**3. MOMENT OF SILENCE**

**4. APPROVAL OF AGENDA**

Motion made by Mr. Estes, seconded by Ms. Sharp, to approve the agenda as presented.

Vote: All Yes

**Motion passes.**



## **5. APPROVAL OF CONSENT AGENDA**

**A. Minutes: December 9, 2021 Board Meeting**

**B. Community Use of Facilities**

**C. Transportation: Bus #227 – Termination of Contract for Donald Godbee**

**D. Title I Contract: 35 Hour – Extended Contract at LaVergne Middle School**

**E. Out of County Transfer Student (2)**

**F. Routine Bids: Bid #3565 – Case Assessment Printing**

**Request to Purchase:**

**Rutherford County Board of Education request to use Macon County Schools bid for drug and alcohol screenings through American Management Services.**

**Rutherford County Board of Education request to use Sevier County School System's RFP #FP-780-FY19-01 for Professional Development and Materials through 95 Percent Group Inc.**

### **G. School Salary Supplements and Contract Payments:**

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Brayan Bunyi *3	NTE \$420.00	LaVergne Middle	School Funds-Boys and Girls Basketball	Basketball Timekeeper
LaToya Leavy	NTE \$1,500.00	Oakland High	School Funds-Football	Working the Football gate
Mitzi Wilson *6	NTE \$700.00	Oakland High	School Funds-Football	Bus Driver
Kevin Wright *6	NTE \$1,075.00	Oakland High	School Funds-Football, Band + Boys Basketball	Bus Driver
Melissa West	\$23.50/hour	Oakland Middle	Various Outside Groups	Site Supervision
Dakota Crane	NTE \$2,000.00	Rockvale High	School Funds – Football	Field Mowing + Maintenance
Brian Guthrie	NTE \$2,000.00	Rockvale High	School Funds-Football	Field Mowing + Maintenance
Meggan Woodard	NTE \$750.00	Rocky Fork Middle	School Funds-Track	Assistant Track Coach
Andrew Smeltzer	NTE \$2,358.00	Stewarts Creek High	School Funds – Baseball	Assistant Baseball Coach
Zachary Taylor	NTE \$1,779.00	Stewarts Creek High	School Funds – Baseball	Assistant Baseball Coach

Sean Buchanan	NTE \$1,990.00	Blackman High	School Funds – Football	Assistant Football Coach
Tyrone Newsome	NTE \$1,500.00	Blackman High	School Funds – Softball	Assistant Softball Coach
Jeremy Selvidge	NTE \$1,200.00	Blackman High	School Funds- Cross Country	Assistant Cross Country + Track Coach
Lori Walker	NTE \$1,000.00	Central Magnet	School Funds – Swimming	Assistant Swimming Coach
Eric Bonner	NTE \$2,000.00	Oakland High	School Funds – Boys Basketball	Assistant Boys Basketball Coach
Nicole Randolph	NTE \$500.00	Rocky Fork Middle	School Funds – Softball	Assistant Softball Coach
Preston Boyd	NTE \$2,000.00	Smyrna High	School Funds – Baseball	Assistant Baseball Coach
Sydney Moore	NTE \$1,000.00	Stewarts Creek	School Funds – Boys + Girls Basketball	Clock Worker at Basketball games
Sara Carmichael	NTE \$500.00	Whitworth Buchanan	School Funds- Archery	Archery Coach

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3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Pending approval by Transportation Dept.

## H. Non-Faculty Volunteer Coaches:

**According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.**

**The following non-faculty volunteer coaches are for the 2022-2023 school year:**

<u>Name</u>	<u>School</u>	<u>Sport</u>
Lexi Chadwell	Central Magnet	Softball
Zach Toliver	Smyrna High School	Track
Patrick Gatlin	Rocky Fork	Baseball
Tavarus Holloway	Oakland Middle	Boys Basketball
Tommy Bain	Eagleville	Softball
Bart Cox	Oakland Middle	Archery
Jeff Shipley	Stewarts Creek Middle	Softball
Jonathan Stickler	Siegel High School	Wrestling
Zoey Thompson	Oakland High School	Girls Wrestling
Alex Sharp	Siegel High School	Football

**Sarah Parker  
Tyrone Newson  
Derek Fuqua  
William Ford  
Madison Woodruff**

**Riverdale High School  
Blackman High School  
Riverdale High School  
Smyrna Middle School  
Riverdale High School**

**Boys Soccer  
Softball  
Football/Track  
Baseball  
Softball**

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the consent agenda items as presented.

Vote: All Yes

**Motion passes.**

## **6. VISITORS**

**Several visitors were signed up to speak. Chase Williams spoke in opposition of policy 1.400 and 1.401. Chris Littleton spoke regarding policies being proposed by the Board. Lea Maitlen spoke on the current COVID situation.**

## **7. INTRODUCTION**

**New Communications Specialist – Grayson Maxwell**

**Grayson Maxwell has joined the Communications Department in the Communications Specialist Position. In this role, he will share information about our schools and students with parents and the community at large.**

**New School Safety Director – Patty Oeser**

**Patty Oeser has joined the Student Services Department as the School Safety Director. In this role, she will oversee the safety of our schools and students of Rutherford County Schools.**

## **8. RECOGNITION**

**We would like to recognize the Central Magnet Girls' and Boys' Cross-Country Teams that captured the TSSAA A/AA State Championship on November 5, 2021, with an average time of 19:51 for the girls and 17:01 for the boys.**

**Coach Allen Nichols was present to say a few words about his team and their season.**

## **9. SIGNING BONUS INCENTIVES FOR HARD TO STAFF SUBJECT AREAS**

**The signing bonus incentive for hard to staff subject areas submitted to the state each year is presented for Board approval.**

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the Signing Bonus Incentives for Hard to Staff Subject Areas for the 2022-2023 school year as presented.

Vote: All Yes

**Motion passes.**

## **10. AFFILIATION AGREEMENT WITH CUMBERLAND UNIVERSITY**

**The Jeanette C. Rudy School of Nursing and Health Professionals at Cumberland University has requested affiliation with RCS. They would like their Level 4 students to shadow a school nurse as part of their Pediatrics/Community Health clinical rotations.**

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the Jeanette C. Rudy School of Nursing and Health Professional at Cumberland University as presented.

Vote: All Yes

**Motion passes.**

## **11. ATLAS PROGRAM MEMORANDUM OF AGREEMENT**

**STARS (Students Taking A Right Stand) will provide a master's level Specialist to work with elementary ATLAS students providing trauma informed care, mental health services, and social-emotional support for homeless students throughout the district.**

**Endure Athletics will provide additional after school tutoring, meals, mentorships, and summer programming, including transportation at no cost to students living in motels and shelters.**

**POSSIP will add a new communication tool for homeless students and their parents that will communicate to families in over 100 languages. The app will allow schools and parents to easily share information and feedback. The district will be able to analyze feedback from parents to adjust the ATLAS program as needed to meet the needs of our homeless students and families.**

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the Memoranda of Agreement between STARS, Endure Athletics and POSSIP and the ATLAS Program as presented.

Vote: All Yes

**Motion passes.**

## **12. TITLE 1 FUNDS REQUEST FOR DAVID YOUREE ELEMENTARY**

**David Youree Elementary requests the purchase of the Phonics Deluxe Package from 95% Group. This phonological awareness deluxe package includes basic and advanced phonics lesson library with decodable passages and basic and advanced phonics chip kits for students identified as Tier II and Tier III in the building. These lessons can be integrated into small group lessons and meet students where they are on the phonetic continuum during the built-in intervention time in the school schedule.**

Motion made by Mrs. Maxwell, seconded by Mr. Estes, to approve \$11,055.00 of David Youree Elementary's Title I funds for the purchase of the Phonics Deluxe Package from 95% Group to address students identified in the building needing additional phonological awareness support as presented.

Vote: All Yes

**Motion passes.**

## **13. TRANSPORTATION**

- 1. The Transportation Department will be providing bus services to support the after-school tutoring program completely funded by TN ALL CORPS funds. TN ALL CORPS funds will provide contractors \$200 a route for the duration of the 26 scheduled sessions.**

Motion made by Mrs. Bratton, seconded by Mr. Young, to approve Rutherford County Schools TN ALL CORPS funded Bus Extended Sessions Agreement as presented.

- 2. Transportation has been made aware of some out of service school buses being sold that still have "Rutherford County Schools" on the side. Transportation would like to add an addendum requiring contractors to remove "Rutherford County Schools" on any bus sold to an individual or entity outside of RCS.**

Motion made by Ms. Sharp, seconded by Mr. Estes, to approve the attached contract Addendum requiring contractors to remove “Rutherford County Schools” on any bus sold to an individual or entity outside of RCS as presented.

Vote: All Yes

**Motion passes.**

## **14. CURRICULUM AND INSTRUCTION**

### **1. 2021-2022 Academic Calendar Adjustment:**

**State guidelines require all certified personnel to earn 30 In-service hours per school year. Rutherford County Schools builds in 24 of these into 4 “ In-service days” throughout the school year. The remaining 6 hours are to be earned at each teacher’s discretion throughout the school year.**

**With the cancellation of the in-service day on January 3<sup>rd</sup> due to inclement weather, a replacement date is needed. March 10, 2022 is already scheduled to be an early release day (3 hour 15 minutes for students) we propose to replace the early release day with an in-service day. If approved, students will not attend on March 10<sup>th</sup>, 2022.**

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve modification of 2021-2022 Academic Calendar to replace the March 10<sup>th</sup>, 2022 early release day with an in-service day as presented.

Vote: All Yes

**Motion passes.**

### **2. 2022 High School Graduation Dates, Times and Locations:**

Motion made by Ms. Sharp, seconded by Mrs. Bratton, to approve the High School Graduation dates, times and locations for the class of 2022 as presented.

Vote: All Yes

**Motion passes.**

### **3. Charter School/School Choice Coordinator Position:**

**Curriculum and Instruction is requesting to hire a Charter School/School Choice Coordinator to oversee the entirety of the School Choice programs for Rutherford County Schools. This position would begin tentatively by February 1<sup>st</sup> for the beginning of the state recognized 22-23 application cycle. Rutherford County Schools has received 3 different letters of intent from individuals representing a charter school that plan to apply during the cycle. The position will be funded through the use of ESSER 3.0 funds.**

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the Charter School/School Choice Coordinator Position as presented.

Vote:

**Motion passes.**

### **4. ESL Department:**

**Curriculum and Instruction is requesting to move a previously approved facilitator position to an ESL specialist position to work specifically with secondary students. The change in position is needed due to the increased number of ELS at the secondary level and to support secondary instruction with English Language learners. This position is funded with ESSER 3.0.**

Motion made by Ms. Sharp, seconded by Mrs. Bratton, to approve change of ESL facilitator to ESL specialist position as presented.

Vote: All yes

**Motion passes.**

## **15. FINANCIAL MATTERS**

### **1. Authorization for skill level step increase for RCS hourly nutrition employees and Fund 143 Budget Amendment**

**Currently there are over 50 open hourly positions in the school nutrition department with minimal applicants. RCS is not unique with staffing shortages in these types of positions as food service employers throughout Rutherford County are struggling to maintain adequate staffing. With the USDA continuing to provide breakfast and lunch free to all students, the meal preparation of our students has increased dramatically to an average of over 40,000 meals served daily out of RCS school cafeterias. Currently, the school nutrition staffing shortage is placing a great burden not only on the remaining nutrition staff at our schools, but also on our principals, assistant principals and instructional staff that have filled in to help**

**serve our students at mealtime as well. In an attempt to both attract and retain school nutrition staffing, it is requested that all hourly RCS food service employees be increased one skill level on the hourly salary schedule for classified employees, with the pay increase to be effective on the pay period ending January 29<sup>th</sup> with a pay check date on February 4<sup>th</sup>.**

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the Skill Level Step Increase for RCS hourly nutrition employees and related budget amendment for Fund 143 of \$307, 241 from additional current year school nutrition fund revenue as presented.

Vote: All yes except Ms. Sharp who abstained from the vote.

**Motion passes.**

#### **1. Creation of Position for a School Choice Charter & Special Projects Accountant**

**The Finance Department is requesting to hire a School Choice Charter & Special Projects Accountant to oversee the financial aspects of charter school applications and charter schools that operate in Rutherford County. The position would begin tentatively by February 1<sup>st</sup> for the beginning of the state recognized 22-23 application cycle. Rutherford County Schools has received 3 different letters of intent from individuals representing a charter school that plan to apply during this cycle. This position will coordinate with the School Choice Charter School Coordinator in the RCS Instruction Department. This position will be funded through the use of ESSER 3.0 funds. Salary range for this position is \$65,000-\$75,000.**

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve the creation of a School Choice Charter & Special Projects Accountant and the related job description as presented.

Vote: All Yes

**Motion passes.**

### **16. FACILITIES**

#### **1. Request from Principal Tamara Blair for Redstone Bank:**

**Principal Tamara Blair has requested to partner with Redstone Bank and provide a CTE program like those already in place at Blackman High School. Engineering and Construction has met with Redstone and Mrs. Blair to review the location and proposed renovation request and is in support of the project. All work and materials to be provided by Redstone Bank at no cost to the Board.**



Motion made by Mr. Holden, seconded by Mrs. Maxwell, to approve the renovation for Redstone Bank at Riverdale High School at no cost to the Board as presented.

Vote: All Yes

**Motion passes.**

## **2. 5-Year Building Program:**

**Presented tonight are three different options for the Building Program. Option one is for three projects for the 2022-2023 school year. Option two is for 4 Projects and Option three is for 5 projects.**

**There was no action taken on this item by the Board at this time. More information will be brought and discussed at the next Board Meeting on January 27<sup>th</sup>.**

## **3. Construction Project Updates:**

### **Plainview Elementary Construction Update for January 2022**

#### **Site Work**

- **Installation of the site storm piping and rough grading for the future building are progressing well.**
- **Road to Christiana Hoover Gap Road is 90% complete.**

### **Central Magnet Annex HVAC Renovation Construction Update for January 2022**

#### **Building Construction**

- **New**
- **Punchlist work to be completed by end of January.**

### **Rockvale Middle Additions Construction Update for January 2022**

#### **Site Work and Building Construction**

- **Installation of the storm piping is complete.**
- **4 of 5 building pads are complete.**
- **Foundations and masonry walls to start by mid-January**
- **Change over from propane to natural gas is complete**

## **Smyrna Middle Annex Renovation Construction Update for January 2022**

### **Building Construction**

- **Demolition is complete**
- **New electrical, fire alarm, and HVAC work has begun**
- **Phase 1 of 2 to be complete by end of April**

### **LaVergne Middle School Addition**

- **The General Contractor has completed the building and it is occupied by the students. The weather is currently hampering the paving of the final topcoat in the parking lot and main drive areas due to excessive moisture/rain and cold weather.**

### **Rockvale Elementary School Addition and Renovation**

- **The General Contractor has completed the placement of the base slab and the masonry contractor is currently constructing the exterior and interior walls in preparation for placement of the second-floor planks. The plumbing contractor has completed the rough-in of all water and sewer drops throughout the slab. The electricians are keeping pace with the masonry contractor and installing the electrical conduits.**

### **Bleacher Replacements**

- **The contractor has completed the removal and installation of the bleachers at LaVergne High School, Riverdale High School and Oakland High School. They are currently completing the installation of the new bleachers at Smyrna High School and should be completed by the end of the week.**

### **Playground Renovations**

- **All parts and accessories have been ordered for the playground renovations. The equipment for Stewartsboro has arrived and once the weather breaks, the contractor will begin demolition and installation of the new equipment.**

### **Buchanan Sewer Pump and Tight Line Installation**

- **The contractor has completed the excavation and installation of the new pump, tank, and tight line for the sewer at Buchanan School. They are currently working in conjunction with Middle Tennessee Electrical to obtain power for the new pump system.**

### **Blackman High School Auditorium Seating Replacement**

- **The contractor has the selected chairs ordered and slated to arrive at the end of the school year. The overall layout and plans have been reviewed and seating arrangements chosen by the school. Demolition will take place at the end of the school year with installation to follow.**

### **Buchanan Elementary School Parking Lot Expansion**

- **Contractor has been notified the project is ready and they are currently waiting for the weather to break to begin the layout and excavation of the project.**

### **17. INSURANCE UPDATE**

**Doug Bodary discussed rate comparison data and information on the state insurance plan.**

### **18. DIRECTORS UPDATE**

**There were no updates at this time. Director Spurlock reminded everyone of the upcoming zoning meeting that will be held at the Central Office at 6:30 P.M. on January 18, 2022.**

### **19. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

**Mrs. Maxwell discussed information regarding school board races becoming partisan. The democratic party has decided to stay nonpartisan. The republican party voted to have a primary with partisan races. The primary will be held May 3<sup>rd</sup> with the general election being held in August.**

### **20. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

**Mrs. Maxwell discussed the changes made by the CDC from a 10 day quarantine to now 5 days for people who have tested positive.**

## **21. GENERAL DISCUSSION**

**Mr. Reed discussed information concerning the ongoing litigation regarding school boards and the ability to impose mask requirements and quarantine requirements.**

## **22. ADJOURNMENT**

**There being no further business, the meeting adjourned at approximately 6:50 P.M.**

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**Tiffany Johnson, Board Chairwoman**

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**Date**

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**Bill C. Spurlock, Director of Schools**

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**Date**

**RUTHERFORD COUNTY SCHOOL SYSTEM**

**Board of Education Meeting  
2240 Southpark Drive  
Murfreesboro, TN 37128**

**Special Called Zoning Meeting  
Minutes of January 18, 2022**

**Board Members Present**

**Tiffany Johnson, Board Chair**

**Shelia Bratton, Vice-Chair**

**Jim Estes**

**Coy Young**

**Tammy Sharp**

**Claire Maxwell**

**Tim Holden**

**Bill C. Spurlock, Director of Schools**

**The Board Chairwoman called the Special Called Board Meeting on rezoning to order at 6:30 P.M. Mr. Jim Estes led the Pledge of Allegiance.**

**Shane Morgan reviewed the proposed zone lines and information for Rockvale High School.**

**Board Members were given the opportunity to ask questions and discuss options. There were several visitors present who spoke concerning rezoning issues.**

**Mr. Spurlock, Director of Schools, thanked the audience for coming to the meeting and providing their information and feedback. He also addressed concerns regarding growth and looking at different solutions for Rutherford County and suggested the possibility of narrowing down the maps.**

**Mrs. Bratton stated the need for an aggressive building plan and stated she was not against the option to grandfather students.**

**Mr. Young suggested omitting option 2G and 2E-VO2. Mrs. Johnson stated she is not in support of moving students already in high school and would like to look at only moving rising 9<sup>th</sup> grade students.**

**A suggestion was made to blend maps 2F and 2H and develop a plan from these two maps and bring that information back before the Board at the January 27, 2022 Board Meeting.**

**There being no further business the meeting adjourned at approximately 7:56 P.M.**

\_\_\_\_\_  
**Tiffany Johnson, Board Chairwoman**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Bill C. Spurlock, Director of Schools**

\_\_\_\_\_  
**Date**

## FACILITIES USE

January 27, 2022

### Fees

Browns Chapel	Tri Star Baseball/Softball, practices, 1/27/22-2/23/22 6-8pm, Wednesdays, gym, \$18/hr, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Rocky Fork Middle	Team Prodigy AAU, basketball practices, 3/9/22-5/25/22 6:30-, 8pm Wednesdays, gym, \$18/hr, <b><i>*subject to COVID-19 restrictions and updates.</i></b>

### No Fees

Oakland High	United Way, Dodgeball tournament, 3/19/22 9am-2pm, gym, No fee, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Roy Waldron	LaVergne Parks and Recreation, Winter Father-Daughter Dance, 2/5/22 10 am-5pm, gym, No fee, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Thurman Francis	Smyrna Jr. Pro Basketball League, games, 12/5/21-3/12/22 Sundays, gym, No Fee, <b><i>Retroactive Review, *subject to COVID-19 restrictions and updates.</i></b>

Note: Facility use for 1/27/2022 has been granted pending Board action. The COVID-19 CDC approved recommendations were reviewed by the requestor. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**



**Title I Funded - Extended Contracts at Holloway High School**

Jill Ethridge will complete a Title I funded extended contract:

1) Ms. Ethridge will be utilizing best practices for Math and ELA deficiencies. This individualized/small group, remediation program will target students based on data from CFA's, TVAAS projections, data from READ180 and Achieve 3000 Lexile scores along with teacher recommendation. Ms. Ethridge will provide students with instruction through computer-based programs such as Achieve 3000 and small group activities supporting of mastery of Tennessee State Standards. Students will also receive additional help in prepping for the ACT with a focus on ELA.

2) Dates of the extended contract are as follows:

- February 3 - April 28 (each Wednesday 3:45-4:45)

The total cost is \$540.00. Holloway High School's Title I funds will pay for 100% of the cost for this contract.

Motion to approve, one Title I funded extended contract for Jill Ethridge and Holloway High School.



**Title I**

RUTHERFORD COUNTY

**Title I****EXTENDED CONTRACT APPLICATION****\*Upon approval, this application becomes your contract\***

\*Name: Jill Greenfield Ethridge  
First Middle Last

\*School Assigned: Holloway High School

\*School Phone: (615) 890-6004 ext. 26122

\*School E-mail: ethridgej@rcschools.net

\*Years of experience: 5 \*Level of Effectiveness: 4

\*Reason for selecting applicant: (to be completed by the principal) Effective Reading Strategies

\*Certification Areas: (By name) Mathematics 6-12

\*Number of contract hours per semester: 12 (paid at a rate of \$40.00 per hour for Level 3, \$45.00 per hour for Level 4, \$50.00 per hour for Level 5)

Circle type of contract requested:

1. Remediation:
- Description of services & proposed timeline for completion must be attached
  - Monthly logs on required sheets must be submitted to the Federal Programs Office unless otherwise noted on approval

2. Other: (briefly describe)

\_\_\_\_\_

\_\_\_\_\_

**\*Teachers are expected to follow all Board policies, procedures and school rules.**

**\*No partial payments will be made.**

**\*Monthly documentation is a requirement for Title I Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.**

**\*No change can be made to an extended contract without prior approval from your principal and Federal Programs/RTI Coordinator, Mark Gullion. Failure to do so may result in cancellation of the contract with no payment.**

**\*Contracts must be completed by May 11th.**

\*APPLICANT'S SIGNATURE: Jill Ethridge Date: 1/10/2022

\*PRINCIPAL'S SIGNATURE: Sumatra Araytor Date: 1-10-22

\*BOARD CHAIR'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*DIRECTOR'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)

The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.

**Bid #3566**  
**HVAC and Electrical Upgrades**  
**(LaVergne High School)**

Description	Demand Mechanical
HVAC Upgrade Base Bid	\$ 1,713,148.00
Alternate 1	\$ 178,046.00

Mailed to 50 vendors  
49 vendors did not respond

Recommend: Motion to award to Demand Mechanical for overall lowest and best bid.

To be funded through Federal ESSER funds.

01/27/22

**Bid #3567**  
**Walkway Canopy Covers**  
**Eagleville, Rockvale Elem., John Colemon, and Walter Hill**

<b>Item #</b>	<b>School Location</b>	<b>Home Building Products</b>	<b>Plantation Room</b>
1A	Eagleville .025 flat pan canopy	\$ 21,116.00	\$ 23,365.00
1B	Eagleville .032 flat pan canopy	\$ 23,144.00	\$ 24,442.00
1A	John Colemon .025 flat pan canopy	\$ 19,999.00	\$ 22,876.00
1B	John Colemon .032 flat pan canopy	\$ 22,041.00	\$ 24,104.00
1A	Rockvale Elem. .025 flat pan canopy	\$ 15,084.00	\$ 19,299.00
1B	Rockvale Elem. .032 flat pan canopy	\$ 16,447.00	\$ 20,150.00
1A	Walter Hill .025 flat pan canopy	\$ 31,340.00	\$ 34,603.00
1B	Walter Hill .032 flat pan canopy	\$ 34,342.00	\$ 36,362.00
2A	Walter Hill .025 flat pan canopy	\$ 9,858.00	\$ 12,969.00
2B	Walter Hill .032 flat pan canopy	\$ 11,634.00	\$ 13,672.00

Mailed to 10 vendors

8 vendors did not respond

Recommend: Motion to award to Home Building Products for the overall lowest and best bid.

To be funded through Capital Projects and General Fund

**Bid #3568**  
**Classroom Furniture**

Rockvale Elementary Addition,  
Rockvale Middle Addition, and  
Smyrna Middle Annex Renovations

Item #	Description	Quantity	A-Z Office	Acco Brands	Discount School Supply	HCONE International	Kaplan Early Learning	Kurtz Bros.	Lakeshore Learning	School Health	School Specialty	Virco
<b>Section A: Rockvale Elementary Addition</b>												
1	Student Stack Chair (Soft Plastic) - 16"	673			\$ 379.13	\$ 33.99		\$ 56.28	\$ 58.89		\$ 44.24	\$ 57.02
2	Student Stack Chair (Soft Plastic) - 18"	35				\$ 36.99		\$ 63.36	\$ 71.24		\$ 48.59	\$ 59.92
3	Student Open Front Desk with Book Box	535			\$ 166.61	\$ 82.99		\$ 120.25	\$ 341.05		\$ 118.72	\$ 106.97
4	Markerboard Activity Table - 48" x 72" Kidney	23				\$ 230.99		\$ 354.87	\$ 559.55		\$ 294.09	\$ 397.26
5	Folding Utility Table - 30" x 72"	2			\$ 355.34	\$ 215.99		\$ 270.43			\$ 208.01	\$ 194.61
6	Entry Mats	1				\$ 175.99			\$ 122.55		\$ 156.51	
7	Wastebaskets	26			\$ 135.99	\$ 18.99					\$ 22.12	
8	Recycle Wastebaskets	26				\$ 20.25					\$ 23.02	
9	Double-Sided Magnetic Easel	23			\$ 331.49	\$ 325.99	\$ 290.36	\$ 276.22	\$ 426.55		\$ 293.86	
10	Area Rug/Classroom - Rectangle (Read to Dream)	23			\$ 397.72	\$ 373.99	\$ 413.56	\$ 332.23	\$ 521.55		\$ 329.18	
11	Teacher Reading Rocker Chair - No Arms	23				\$ 89.99		\$ 112.77			\$ 142.13	
<b>Section B: Rockvale Middle Addition</b>												
12	Student Stack Chair (Hard Plastic) - 17 1/2"	722				\$ 72.99		\$ 97.78	\$ 71.24		\$ 89.45	\$ 99.56
13	Student Open Front Desk with Wire Basket	660				\$ 97.99		\$ 163.55	\$ 341.05		\$ 141.61	\$ 183.00
14	Folding Utility Table - 30" x 72"	3			\$ 355.33	\$ 215.99		\$ 245.72			\$ 208.01	\$ 194.61
15	Markerboard Activity Table - 48" x 72" Kidney	22				\$ 230.99		\$ 354.92	\$ 559.55		\$ 294.09	\$ 397.26
16	Wastebaskets	25			\$ 135.99	\$ 18.99					\$ 22.12	
17	Recycle Wastebaskets	25				\$ 20.25					\$ 23.02	
18	Entry Mats	4				\$ 175.99			\$ 122.55		\$ 156.51	
<b>Section C: Smyrna Middle Annex Renovations</b>												
19	Student Stack Chair (Hard Plastic) - 17 1/2"	341				\$ 72.99		\$ 97.78	\$ 71.24		\$ 89.45	\$ 99.56
20	Student Open Front Desk with Wire Basket	279				\$ 97.99		\$ 166.51	\$ 341.05		\$ 141.61	\$ 183.00
21	Markerboard Activity Table - 48" x 72" Kidney	23				\$ 230.99		\$ 354.87	\$ 559.55		\$ 294.09	\$ 397.26
22	Folding Utility Table - 30" x 72"	3			\$ 355.33	\$ 215.99		\$ 245.72			\$ 208.01	
23	Wastebaskets	4			\$ 135.99	\$ 18.99					\$ 22.12	
24	Recycle Wastebaskets	4				\$ 20.25					\$ 23.02	
25	Entry Mats	2				\$ 175.99			\$ 122.55		\$ 156.51	
<b>Section D: Growth Positions</b>												
1	Student Stack Chair (Soft Plastic) - 14"				\$ 354.50			\$ 90.25	\$ 49.39		\$ 35.33	\$ 48.67
2	Student Stack Chair (Soft Plastic) - 16"				\$ 379.13			\$ 92.50	\$ 64.59		\$ 39.79	\$ 54.53
3	Student Stack Chair (Soft Plastic) - 18"							\$ 93.63	\$ 78.84		\$ 43.70	\$ 57.30
4	Chair Desk (Hard Plastic) 17 1/2"							\$ 359.00			\$ 179.97	\$ 208.55
5	Stack Chair (Hard Plastic) 13 1/2"				*\$63.44			\$ 236.08	*\$49.39		\$ 75.40	\$ 86.67

**Bid #3568**  
**Classroom Furniture**

Rockvale Elementary Addition,  
Rockvale Middle Addition, and  
Smyrna Middle Annex Renovations

Item #	Description	Quantity	A-Z Office	Acco Brands	Discount School Supply	HCONE International	Kaplan Early Learning	Kurtz Bros.	Lakeshore Learning	School Health	School Specialty	Virco
6	Stack Chair (Hard Plastic) 15 1/2"				*\$70.51			\$ 236.08	*\$64.59		\$ 78.95	\$ 93.03
7	Stack Chair (Hard Plastic) 17 1/2"				*\$78.49			\$ 250.39	*\$78.84		\$ 85.16	\$ 95.19
8	Stack Chair (Hard Plastic) 17 1/2" with Casters							\$ 292.43	*\$78.84		\$ 123.22	
9	Stool (Adjustable Height)							\$ 159.46	\$ 170.05		\$ 95.32	\$ 112.75
10	Student Open Front Desk with Wire Basket							\$ 318.13	\$ 341.05		\$ 118.46	\$ 183.29
11	Student Open Front Desk with Book Box				\$ 166.61			\$ 272.00	\$ 341.05		\$ 107.18	\$ 126.92
12	Storage Cabinet (36"Wx72"Hx18"D)		\$ 539.97		\$ 811.02				\$ 901.55		\$ 569.17	
13	Teacher's Desk - Double Pedestal - 30x60		\$ 704.38					\$ 1,079.00	\$ 949.05		*\$504.01	
14	Teacher's Chair		\$ 152.52					\$ 221.96			\$ 126.56	
15	Teacher's Posture Stool with Foot Ring		\$ 222.22					\$ 317.25			\$ 191.98	
16	File Cabinet - 4 drawer (letter) with lock		\$ 305.45					\$ 592.50			\$ 213.35	
17	File Cabinet - 4 drawer (legal) with lock		\$ 374.74					\$ 677.00			\$ 236.28	
18	File Cabinet - 2 drawer (letter) with lock		\$ 227.14					\$ 497.00			\$ 127.66	
19	File Cabinet - 2 drawer (legal) with lock		\$ 289.87					\$ 573.50			\$ 137.68	
20	Bookcase - Three Shelf		\$ 164.41		\$ 317.30			\$ 420.00	\$ 502.55		\$ 324.10	
21	Bookcase - Four Shelf		\$ 245.59		\$ 485.10			\$ 519.50	\$ 618.55			
22	Activity Table - 30" x 60" (Rectangle SAH)				\$ 180.47			\$ 361.10	\$ 236.55		\$ 172.61	\$ 166.04
23	Activity Table - 60" x 66" (Horseshoe SAH)							\$ 511.40	\$ 369.55		\$ 306.80	\$ 372.74
24	Activity Table - 48" x 72" (Kidney SAH)							\$ 448.10	\$ 331.55		\$ 244.27	\$ 330.23
25	Activity Table - 48" (Round SAH)				\$ 231.44			\$ 368.57	\$ 274.55		\$ 184.48	\$ 200.85
26	Activity Table - 30" x 60" (Trapeziod SAH)							\$ 337.17	\$ 512.05		\$ 151.54	\$ 191.61
27	Activity Table -24" x 48" (Trapezoid SAH)							\$ 312.50	\$ 512.05		\$ 133.18	\$ 121.07
28	Markerboard Activity Table - 48" x 72" (Kidney							\$ 487.05	\$ 331.55		\$ 267.87	
29	Folding Utility Table - 30" x 72"				\$ 355.34			\$ 370.44			\$ 185.72	
30	Folding Utility Table - 36" x 96"										\$ 214.28	
31	Science Table - 48" x 24" x 30" W/O Comp.							\$ 459.48			\$ 353.61	
32	Science Table - 48" x 24" x 30" with compart.							\$ 545.17			\$ 398.55	
33	Virco Computer Tables with glides - 60x24x SAH							\$ 589.93				\$ 418.65
34	Virco Computer Tables with glides - 72x30 SAH							\$ 690.68				\$ 514.14
35	Virco Computer Tables with glides - 30x24xSAH							\$ 467.73				\$ 302.82
36	Lockers											
37	Mobile Cubbie							\$ 791.28	\$ 739.10		\$ 382.36	
38	Coat Cubbie							\$ 703.53	\$ 806.55		\$ 376.13	
39	Magnetic Flannel Easel								*\$331.55		\$ 370.00	
40	Chart Stand								\$ 66.49		\$ 44.77	
41	Magnetic Double Sided Whiteboard Easel						\$ 290.36	\$ 310.73	\$ 426.55		\$ 260.80	
42	Area Rug/Classroom 9 x12 (Solid)						\$ 255.16	\$ 252.33	\$ 379.05		\$ 128.01	

**Bid #3568**  
**Classroom Furniture**

Rockvale Elementary Addition,  
Rockvale Middle Addition, and  
Smyrna Middle Annex Renovations

Item #	Description	Quantity	A-Z Office	Acco Brands	Discount School Supply	HCONE International	Kaplan Early Learning	Kurtz Bros.	Lakeshore Learning	School Health	School Specialty	Virco
43	Area Rug/Classroom - Oval Alpha						\$ 422.36	\$ 424.45	\$ 512.05		\$ 302.78	
44	Area Rug/Classroom - Rectangle (Read to Dream)						\$ 413.56	\$ 404.14	\$ 521.55		\$ 299.39	
45	Entry Mats								*\$122.55		\$ 138.88	
46	27" GBC Laminator			\$ 1,612.47				\$ 2,405.10	*\$122.55		\$ 3,071.65	
47	Horizontal Paper Roll Rack							\$ 621.70	*\$360.05		\$ 650.78	
48	First Aid Recovery Couch							\$ 1,248.83		\$ 555.00	\$ 314.62	
49	Magne-Rite Dry Erase Boards 4' x 4'		\$ 234.00					\$ 364.12	*\$113.99		\$ 141.08	
50	Magne-Rite Dry Erase Boards 4' x 6'		\$ 273.60					\$ 417.48			\$ 257.71	
51	Magne-Rite Dry Erase Boards 4' x 8'		\$ 336.00					\$ 457.74			\$ 316.15	
52	Magnetic Dry Erase Boards 4' x 12'		\$ 645.00					\$ 669.73			\$ 597.16	
53	Bulletin Boards - Cork 4' x 4'		\$ 156.60	\$ 55.77				\$ 244.43	\$ 94.99		\$ 142.33	
54	Bulletin Boards - Cork 4' x 6'		\$ 168.00	\$ 81.89				\$ 263.97			\$ 155.89	
55	Rocking Chair - Adult							\$ 540.95	\$ 502.55		\$ 150.56	
56	Angeles Quiet Divders - 48 x 6'							\$ 740.20	*\$170.05		\$ 553.41	
57	Angeles Quiet Divders - 48 x 10'							\$ 979.45	*\$170.05		\$ 800.25	
58	Angeles Quiet Divider Support Feet							\$ 93.55			\$ 62.73	
59	Angeles Baseline Chairs - 9"							\$ 85.04	\$ 66.49		\$ 42.07	
60	Angeles Baseline Chairs - 11"							\$ 154.16	\$ 69.34		\$ 44.23	
61	Angeles Baseline Chairs - 13"							\$ 163.55	\$ 71.24		\$ 45.79	
62	Angeles Tables - Rectangle 30x72x20							\$ 548.24	\$ 284.05		\$ 208.95	
63	Angeles Tables - Square 30x30x20							\$ 319.06	\$ 227.05		\$ 256.29	
64	Angeles Tables - Kidney 38x65x20							\$ 603.84	*\$350.55		\$ 472.00	

Mailed to 65 vendors  
55 vendors did not respond

\*Not as specified

Recommend: Motion to award to lowest and best bidder as shown.

To be funded through Building Program, GPS, and individual schools.

**Bid #3569**  
**Floor Machines**

Item #	Description	Accurate Equipment Service	American Paper and Twine	Aztec Products	Kelsan	MSC Industrial Supply
1	Buffer		\$ 604.27		\$ 1,697.00	\$ 1,008.84
2	High Speed Burnisher		\$ 885.00		\$ 2,310.00	\$ 1,096.93
3	Vacuum Cleaner Wet/Dry Industrial		\$ 631.10		\$ 1,077.00	
4	Squeegee (to go with item #3)		\$ 18.50		Inc. with #3	
5	Vacuum Cleaner Upright 12"		\$ 123.45		\$ 123.00	\$ 214.93
6	Carpet Machine		\$ 1,566.95		\$ 2,773.00	\$ 3,763.23
7	Scrubber - Tomcat Carbon		*6,158.30		\$ 9,083.00	*\$6,556.92
8	USH Burnisher		*\$3,521.20		\$ 3,778.00	
9	ProTeam-Super Coach Pro 10		\$ 357.80		\$ 505.00	\$ 976.22
10	Intercept Micro Filter Bag (to go with item #9)		\$ 13.35		\$ 19.00	\$ 26.53
11	14" Hard Surface Tool with Nylon Brush (to go with item #9)		\$ 36.70		\$ 47.00	\$ 75.67
12	Tennant T1 Micro Scrubber		\$ 3,191.55		\$ 3,302.00	\$ 9,670.00
13	30" Sidewinder		\$ 5,791.50	\$ 7,699.00	\$ 7,528.00	
14	Heavy Duty Strip brush (to go with item #13)		\$ 190.34	\$ 197.49	\$ 188.00	
15	Aztec Floor Solution Applicator 36" for chemicals, finishes, and waxes		\$ 1,006.65	\$ 1,865.00	\$ 1,714.00	\$ 5,630.41
16	Floor Stripping Solution Retriever		\$ 631.10	\$ 1,865.00	\$ 2,290.00	
17	TomCat Mini-Mag 20" Floor Scrubber		*\$4,194.50		\$ 7,764.00	\$ 8,861.14
18	Equipment Repair					
a.	Hourly Rate for Service Repairs	\$ 50.00	\$ 80.00		\$ 65.00	
b.	Percentage Off Catalog For Parts	10%	10%		10%	
c.	Travel Time Rate	\$ 25.00	\$ 65.00		\$ 45.00	

Mailed to 35 vendors  
30 vendors did not respond

\*Does not meet specifications

Recommend: Motion to award to lowest and best bid as shown.

To be funded through the Maintenance Department, Building Program, and Individual Schools.

**Bid #3570 - Audio Class Equipment**

Item #	Model and/or Part #	Description	Adorama	**Austin Audio Visual	B & H Photo	Sweetwater Music	Troxell
1	1604VLZ4	Mackie 1604VLZ4 16-channel Mixer	\$ 761.90	\$ 949.00	\$ 869.00	\$ 851.25	\$ 769.77
2	CL5	Yamaha CL5 Digital Mixer	\$ 25,499.25	\$ 26,950.00		\$ 23,904.00	
3	MDL16	Midas DL16 16-input / 8-output Stage Box	\$ 623.65	\$ 929.00		\$ 813.06	
4		BMD Atem TV Studio Pro	\$ 2,562.75	\$ 2,169.00	\$ 1,990.00	\$ 3,497.46	
5	Scarlet2i2G3	Focusrite Scarlett 2i2 3rd Gen USB Audio Interface	\$ 144.25	*\$119.00	\$ 149.35	\$ 172.79	\$ 215.11
6	X32Producer	Behringer X32 Rack 40-Input 25-Bus Digital Rack Mixer with 16 Programmable MIDAS Preamps, USB Audio Interface and iPad/iPhone Remote Control	\$ 1,281.00	\$ 1,649.00		\$ 1,557.88	\$ 2,655.27
7	DD-LX	DECIMATOR MD-LX HDMI/SDI Bidirectional Converter	\$ 99.00	\$ 134.00	\$ 94.00		
8	ProDI	Radial ProDI 1-channel Passive Instrument Direct Box	\$ 93.50	\$ 104.00	\$ 84.35	\$ 97.41	\$ 122.39
9	V1HD	Roland V-1HD 4-channel HD Video Switcher	\$ 525.00	\$ 550.00	\$ 490.00	\$ 492.80	
10	SWATEMTVSTU/HD	Blackmagic Design ATEM Television Studio HD Live Production Switcher	\$ 923.25	\$ 974.00	\$ 875.00	\$ 1,206.04	\$ 2,039.85
11	SlimPAR64RG	Chauvet DJ SlimPAR 64 RGBA Low Profile LED Par		\$ 199.00	\$ 114.90	\$ 131.71	\$ 193.35
12	7060A1009-A	ETC 436 Source Four Ellipsoidal Fixture, 36 degree (Lustr)		*\$539.00	\$ 558.00		
13	MegaBarRGBA	ADJ Mega Bar RGBA 42" RGBA LED Bar		\$ 210.00	\$ 175.00	\$ 204.63	
14	3665C002	Canon XA45 Camcorder		\$ 2,334.00	\$ 1,824.00		
15	HYPERD/AVIDA12/7HRD	BMD Video Assist 7"		\$ 1,020.00	\$ 875.00		\$ 935.82
16	FS173-S4K	Freeworld 17.3" Monitor		\$ 974.00	\$ 619.00		
17	000-BI602-00010	Behringer X Air XR 12	\$ 285.90	\$ 409.00		\$ 373.78	
18	BRCH900	Sony BRC-H900 PTZ Camera with IP Control Card and IP Controller		*\$1,824.00	\$ 6,445.00		\$ 7,430.06
19	K12.2	QSC K12.2 2000W 12 inch Powered Speaker	\$ 740.00	\$ 929.00		\$ 789.71	\$ 827.42
20	VRX918S	JBL VRX918S 3200W 18 inch Passive Subwoofer	\$ 1,178.00	\$ 1,439.00	\$ 1,285.90	\$ 1,263.82	\$ 1,115.48
21	VRX932LA	JBL VRX932LA 3200W 12 inch Line-Array Speaker	\$ 2,364.75	\$ 2,279.00	\$ 2,685.90	\$ 2,074.43	\$ 1,850.20
22	IPF	ClearSonic IsoPac F - Medium Vocal Booth Kit with Dark Gray SORBERS, Lid System and Fan	\$ 1,137.00	\$ 1,499.00	\$ 1,335.94	\$ 1,439.44	
23	SIH2	UltraPhones – High Isolation Studio Headphones (29db)	\$ 71.20	\$ 94.95		\$ 74.05	



**Bid #3570 - Audio Class Equipment**

Item #	Model and/or Part #	Description	Adorama	**Austin Audio Visual	B & H Photo	Sweetwater Music	Troxell
24	MDR7506	Sony MDR-7506 Closed-Back Professional Headphones	\$ 81.00	\$ 100.00	\$ 79.99	\$ 97.18	\$ 86.67
25	SM58	Shure SM58 Cardioid Dynamic Vocal Microphone	\$ 84.75	\$ 100.00	\$ 84.80	\$ 97.18	\$ 88.87
26	SM7B	Shure SM7B Cardioid Dynamic Vocal Microphone		\$ 394.00	\$ 365.70	\$ 356.24	\$ 352.42
27	Beta52	Shure Beta 52A Supercardioid Dynamic Kick Drum Microphone		\$ 194.00	\$ 147.35	\$ 156.86	\$ 141.99
28	MV7K	Shure MV7 USB Podcast Microphone - Black		\$ 194.00	\$ 185.50	\$ 213.43	\$ 178.76
29	SM81	Shure SM81 Small-diaphragm Condenser Microphone		\$ 374.00	\$ 316.95	\$ 329.17	\$ 305.43
30	E604	Sennheiser e 604	\$ 128.20	\$ 154.00	\$ 136.15	\$ 139.59	\$ 128.31
31	M147	Neumann M 147 Tube Large-diaphragm Condenser Microphone		\$ 2,805.00	\$ 2,646.00	\$ 2,708.22	
32	C451BST	AKG C451 B Stereo Pair		\$ 909.00		\$ 1,012.35	
33	4088BgTA4F	DPA 4088 CORE Directional Headset Microphone for Shure Wireless - Beige		\$ 838.00		\$ 846.83	
34	ULXD4Q-G50	Shure ULXD4Q Quad Channel Digital Wireless Receiver - G50 Band		\$ 5,692.00	\$ 4,432.95	\$ 5,027.05	
35	ULXD1-G50	Shure ULXD1 Wireless Bodypack Transmitter - G50 Band	\$ 401.10	\$ 404.00	\$ 390.10	\$ 452.92	\$ 357.53
36	211130	Gefell UMT 70S FET Multi-Pattreb Condenser Microphone		\$ 1,809.00			
37	NTG2	Rode NTG2 Mic		\$ 294.00	\$ 169.00	\$ 217.18	
38	EW1835G4-A	Sennheiser EW100 G4		\$ 679.00	\$ 648.80	\$ 581.59	
39		Sony BRC-H900 PTZ Camera with IP Control Card and IP Controller		*\$784.00	\$ 8,745.00		
40	ROKITPOP	Pop Filter		\$ 26.00	\$ 13.50	\$ 22.66	
41	JS-MCFB6PK	Ultimate Support JS-MCFB6PK		\$ 189.00	\$ 99.25	\$ 120.55	
42	MP-890-U	MP-890 MICROPHONE CLIP		\$ 400.00		\$ 9.00	
43	S-18999	Black Edison extension 25'		\$ 74.00		\$ 43.59	
44	S-19000	Black Edison extension 50'		\$ 99.00		\$ 69.43	
45	S-13798	Black Edison Extension 100'		\$ 154.00		\$ 123.35	
46	UA825	BNC 25'		\$ 64.00	\$ 47.00	\$ 60.93	\$ 39.84
47	BNC58-50	BNC 50'		\$ 119.00	\$ 20.25	\$ 27.83	

**Bid #3570 - Audio Class Equipment**

Item #	Model and/or Part #	Description	Adorama	**Austin Audio Visual	B & H Photo	Sweetwater Music	Troxell
48	BNC581100	BNC 100'		\$ 154.00	\$ 39.50	\$ 40.28	
49	UPC # 18446600362107	VGA 25'		\$ 39.99		\$ 49.29	
50	UPC # 18446600361971	VGA 50'		\$ 64.95		\$ 69.78	
51	UPC # 18446600209747	DVI 25'		\$ 74.00			
52	UPC # 18446600218589	DVI 50'		\$ 104.00		\$ 101.23	
53	UPC # 18446600399387	HDMI 10'		\$ 31.99		\$ 20.08	
54	UPC # 18890280878005	HDMI 25'		\$ 64.00		\$ 33.59	
55	PowerConAB3	Powercon 3'		\$ 27.99	\$ 51.50	\$ 50.83	
56	PWRCN20-AB-10	Powercon 10'		\$ 39.00	\$ 40.90	\$ 58.46	
57	PWRCN20-AB-25	Powercon 25'		\$ 69.00	\$ 68.00	\$ 85.18	
58	LPA-SPK12/4-25	NL4 25'		\$ 79.00	\$ 87.50	\$ 82.29	
59	LPA-SPK12/4-50	NL4 50'		\$ 124.00	\$ 125.00	\$ 121.46	
60	LPA-SPK12/4-100	NL4 100'		\$ 199.00	\$ 199.00	\$ 197.83	
61	LPA-SPK12/8-100	NL8 100'		\$ 374.00	\$ 340.00	\$ 399.00	
62	AT8314-15	XLR 15'		\$ 39.95	\$ 19.76	\$ 18.81	
63	AT8314-25	XLR 25'		\$ 99.95	\$ 24.26	\$ 20.88	
64	AT8314-50	XLR 50'		\$ 64.95	\$ 32.36	\$ 30.36	
65	AT8314-100	XLR 100'		\$ 129.95	\$ 42.26	\$ 41.51	
66		Fiber 12-string ST-ST 500'		\$ 1,824.00			
67	GOLDTRSTRS10	1/4" TRS Cable 10'		\$ 109.00	\$ 50.15	\$ 46.60	
68	BNC58-1	Hosa BNC-58-101 50-ohm RG-58/U BNC to BNC Coax Cable - 1 foot		\$ 10.95	\$ 5.90	\$ 11.94	
69	B075GZ8DX7	VGA to HDMI adapters		\$ 10.99			
70	B07CXY79KR	DVI to HDMI adapters (m->f and f->m)		\$ 10.99		\$ 17.04	
71	LPA-SPK12/4-10	NL4 10'		\$ 49.95	\$ 61.04	\$ 60.96	
72	AT8314-3	XLR 3'		\$ 17.99	\$ 16.16	\$ 16.66	
73	AMDV40M8-8B-B	Amcrest UltraHD 4MP 8CH Home Security Camera System with 8 x 4-Megapixel Weatherproof Outdoor Security Cameras, 4MP DVR w/Pre-Installed 1TB Hard Drive, Night Vision, BNC Cables (AMDV40M8-8B-B)		\$ 724.00			

**Bid #3570 - Audio Class Equipment**

Item #	Model and/or Part #	Description	Adorama	**Austin Audio Visual	B & H Photo	Sweetwater Music	Troxell
74		ProTools			\$ 262.90	\$ 299.00	
75		Adobe Suite			\$ 228.55		
76		DaVinci Resolve (same thing as premiere pro)			\$ 290.00		
77		PhotoShop			\$ 116.95		
78		WorkBench Shure Wireless					

\*Bidder did not meet bid specs or the alternate items bid will not work with current equipment

Mailed to 96 vendors

\*\*Prices are only good for 60 days after board approval

91 vendors did not respond

Recommend: Motion to award to lowest and best bid as shown.

To be funded through the Federal Program, GPS, and individual schools.

**Bid #3571**  
**New HVAC Units**  
**(LaVergn High Locker Room, LaVergne High Weight Room and Oakland High "M" Wing)**

<b>Item #</b>	<b>Description</b>	<b>Maynard Select LLC</b>
1	OHS "M" Wing Base Only	\$ 291,000.00
2	OHS "M" Wing Outside Air Only	175,000.00
3	OHS "M" Wing Total for Both	466,000.00
4	LHS Weight Room Base Only	250,000.00
5	LHS Weight Room Outside Air Only	111,000.00
6	LHS Weight Room Total for Both	361,000.00
7	LHS Locker Room Base Only	276,000.00
8	LHS Locker Room Outside Air Only	133,000.00
9	LHS Locker Room Total for Both	409,000.00
10	Total for the Complete Bid Project for all areas	1,199,000.00

Mailed to 50 vendors  
49 vendors did not respond

Recommend: Motion to award to Maynard Select for overall lowest and best bid.

To be funded through Federal ESSER funds.

01/27/22

## AGREEMENT FOR CONSULTING SERVICES

This agreement is an understanding between **aha!** Process, Inc. and Rutherford County Schools regarding a workshop/training program.

CONSULTANT: Dr. Rickey Frierson

CLIENT: Rutherford County Schools

CLIENT CONTACT: Bill Spurlock  
On behalf of David Youree Elementary

DATES: January 3, 2022

TIME: 8:00-11:00 a.m.  
Timeframes different from those specified must be approved.

CONSULTING SERVICE: *A Framework for Understanding Poverty Overview Online*

FEE: \$3,500.00 (Three Thousand Five Hundred Dollars) per day all inclusive of travel expenses plus \$11.00 each for 64 copies of the workbook *A Framework for Understanding Poverty*. Material total is \$760.32 (Seven Hundred Sixty Dollars and Thirty-Two Cents) which includes 8% shipping and handling. **Contract total is \$4,260.32 (Four Thousand Two Hundred Sixty Dollars and Thirty-Two Cents).**

VIDEOTAPING/AUDIOTAPING: Videotaping is not allowed; audio taping by an individual for personal use, but not for commercial use, is permitted.

COPYRIGHTED MATERIAL: **aha!** Process, Inc. retains all the rights and privileges associated with their copyrighted materials, books, and intellectual property related to this workshop.

LIMITATION OF LIABILITY: **aha!** Process, Inc. will provide the designated Consultant or another qualified **aha!** Process, Inc. Consultant if the designated Consultant is unavailable for any reason. In the event performance by **aha!** Process, Inc. or the Consultant hereunder is delayed or prevented by Acts of God, travel delay or cancellation, power outages, strikes or labor actions, illness or other matters outside their control, such performance will be excused during the continuance of such event, and **aha!** Process, Inc. and the Consultant will work with the Client to reschedule the workshop, or any portion of the workshop which has been delayed, to a mutually convenient date.

CANCELLATION FEE:

If signed contract is not returned from client 60 days from contracted date, aha! Process has the right to cancel the workshop. If the contract is cancelled 60 days or less prior to the workshop, payment in the full amount of \$3,500.00 will be required as well as the cost of the books and shipping charges if they are not returned in the same condition as received.

BOOK RETURN POLICY:

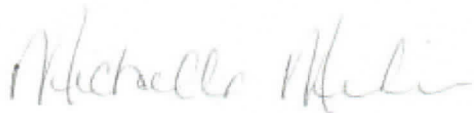
There will be a \$25.00 restock fee charged for the return of books sold at the Promotional Rate. Client will be responsible for returning the books to aha! Process, Inc. within 60 days of the workshop date. Books must be returned in the same condition as received. To request a Return Form call 1-800-424-9484 or send email to [ggibson@ahaprocess.com](mailto:ggibson@ahaprocess.com).

PAYMENT:

Due to aha! Process, Inc. within 30 days from date of invoice after workshop. Method of Payment: Check or ACH.

HANDOUTS:


The training handout file, copyrighted to aha! Process, is to be used for the sole purpose of the professional development you have contracted with us. These handouts are intended for use by those attending the workshop provided by aha! Process. Distributing this document outside the scope of the training purpose is prohibited.



aha! Representative Signature

November 19, 2021

Date



Client Signature

11/23/2021

Date

Purchase Order #:





P.O. Box 727  
Highlands, Texas 77562  
Local: +1 (281) 426-5300  
Toll-Free: +1 (800) 424-9484  
Fax: +1 (281) 426-8598

[www.ahaprocess.com](http://www.ahaprocess.com)

### Addendum

The contract to which this Addendum is attached is binding upon execution in accordance between **aha!** Process, Inc. and Rutherford County Schools with Ruben Perez (the "Speaker") regarding an in-person workshop/training program on May 3, 2022 which was rescheduled from an online virtual training with Rickey Frierson on January 3, 2022. Original contract total was \$4,260.32 which included 64 copies of the Framework workbook. **The price of the agreement now is \$6,260.32 for an in-person training and the 64 workbooks.**

- A. **aha!** Process, Inc. retains all the rights and privileges associated with its materials, books and intellectual property related to this workshop.
- B. Videotaping is not allowed; audio taping by an individual for personal use, but not for commercial use, is permitted.
- C. **aha!** Process, Inc. will provide the designated Speaker or another qualified **aha!** Process, Inc. Speaker if the designated Speaker is unavailable for any reason. In the event performance by **aha!** Process, Inc. or the Speaker hereunder is delayed or prevented by Acts of God, travel delay or cancellation, power outages, strikes or labor actions, illness or other matters outside their control, such performance will be excused during the continuance of such event, and **aha!** Process, Inc. and the Speaker will work with the Client to reschedule the workshop, or any portion of the workshop which has been delayed, to a mutually convenient date.
- D. This proposal will be deemed withdrawn unless a contract signed by the Client is received by **aha!** Process, Inc. at least 30 days prior to the scheduled workshop. If the contract is cancelled 30 days or less prior to the scheduled workshop, the Client will be required to pay any nonrefundable travel expense already incurred by the Speaker.

CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*Susie Spurgeon*

AHA! PROCESS, INC. SIGNATURE: \_\_\_\_\_ DATE: 1/13/21

**Fulcrum Management Solutions Inc.  
ThoughtExchange® Terms of Service Agreement**

This document and its related documents form an agreement between:

**Fulcrum Management Solutions Inc.**  
and you,  
**Rutherford County Schools**

This document provides the specifics of your agreement; the following documents are incorporated by reference into your agreement: Attachment 1 is a description of the services you have purchased, and Attachment 2 is our terms of service. In the event of a disagreement between this document and the attachments, this document takes precedence.

**This is not an invoice.** See below for invoicing details.

**Pricing**

ThoughtExchange Services	Quantity	Amount*
Additional Large Room	1	\$ 24,000.00
Large Room	1	\$ 48,000.00
	<b>Subscription Total</b>	<b>\$ 72,000.00</b>

\*Pricing in US Dollars

**Order Details**

Subscription Start Date: February 1, 2022

Subscription End Date: January 31, 2023

Billing Frequency: All Up-Front

Payment Terms: Net 15

**Payment**

The fees for your Subscription Services (together with all applicable taxes, duties and levies or similar assessments) are payable according to the billing frequency. Billing starts on the first day of your initial subscription term or renewal term, unless requested earlier.

This agreement must be accepted by January 31, 2022 to be valid.



**Acceptance**

Please indicate your acceptance of this agreement (including the attachments) by signing below and returning this cover page to us. By signing you represent that you are authorized to agree to this agreement on behalf of Rutherford County Schools. Payment also indicates acceptance of these terms.

Rutherford County Schools

Fulcrum Management Solutions Inc.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Print Name Above

\_\_\_\_\_  
Print Name Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ThoughtExchange® Services – Attachment 1**

### **ThoughtExchange**

ThoughtExchange is a hosted Software-as-a-Service platform. ThoughtExchange allows Exchange Leaders to engage with Participants in structured online interactions. We call each of these interactions an Exchange. Each Exchange is created by an “Exchange Leader” designated by you, our customer. A “Participant” is any other person who participates in the Exchange.

Exchange Leaders and Participants can access ThoughtExchange via most popular web browsers on standard desktop and mobile platforms (see <https://get.thoughtexchange.help/hc/en-us/articles/226950227-Supported-browsers-and-devices> for a list of supported platforms).

### **Room Subscription**

ThoughtExchange Rooms are virtual environments allowing Exchange Leaders to launch Exchanges to engage participants in meaningful conversations about decisions impacting them.

You have purchased one or more Room Subscriptions. A Room allows the number of Exchange Leaders (specified on the cover page) to create unlimited Exchanges, any of which can be active at the same time. Rooms are collaborative environments. Exchange Leaders who have access to a given Room are able to access and work with all Exchanges created in the Room.

### **Core Features and Services**

**Exchange Leaders:** Each holder of an Exchange Leader account can create their own Exchanges and have access to special ThoughtExchange features.

**Unlimited Participants per Exchange:** Exchanges have no limit on the number of participants, although Exchanges including more than a few thousand participants we recommend contacting our customer support team.

**Unlimited Exchanges:** An Exchange Leader can create an unlimited number of Exchanges.

**Unlimited Report Creation:** Create an unlimited number of printable, downloadable, or web-based reports.

**Multilingual:** The ThoughtExchange user interface runs natively in either English, French, or Spanish. Exchanges can be created where Participants can participate in the same Exchange in any language that Google Translate supports.

**Analytics and Data Visualization:** You have access to analytics and data visualization that is automatically generated by the software. This includes our presentation mode functions and AI-generated theming technology.

**Phone, Chat, and Email Support:** These are available to you during regular working hours.

**Access to Customer Success:** Ensures your Exchange Leaders get the training, support, and access to resources in order to run successful Exchanges.

**Access to Events and Resources:** Engage with your peers, learn from industry leaders, and identify new ideas to better engage with your community and organization.

**Administrative Controls:** Increased security controls to provide maximum protection. Adjust Room names, registration requirements, set domain restrictions, and add/remove Exchange Leaders.

**Machine Moderation:** Access to our machine moderation technology which can review thoughts that appear toxic, or that name people explicitly, before they are shared in the Exchange. This allows Exchange Leaders additional security and an opportunity to keep the Exchange a safe space.

**Survey Questions:** Up to 10 survey-style (multiple choice) questions, allowing for additional filtering of your Exchange data for deeper analysis.

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**Custom Logo:** Add your logo on your exchanges and Summary Reports.

**Participant Grouping:** Create custom participant groups within a single exchange to keep participant thoughts and ratings contained and be able to compare trends between groups.

## **ThoughtExchange® US Service Terms – Attachment 2**

### **1. Scope of Agreement**

1.1 Fulcrum Management Solutions, Inc., a Delaware corporation ("Fulcrum" or, alternatively, "we" or "us"), markets and sells subscriptions to the online software platform called Thoughtexchange and various online services offered as part of the platform ("Software Services"). We provide one or more types of subscription each having its own set of Software Services. These Software Services are described more fully in Attachment 1.

1.2 This document is attached to a signed cover page and Attachment 1 that incorporates these terms. The cover page sets forth the price and other details of the subscription that you have purchased, and Attachment 1 identifies the particular Software Services you have purchased. The cover page, together with Attachments 1 and 2, constitutes our Agreement for any Software Services that we provide to you.

### **2. Precedence of Terms**

2.1 While this Agreement sets forth the terms under which we provide Software Services to you our customer, the use of the Thoughtexchange online platform by individuals to whom you provide access to lead or participate in an exchange, is governed by our Participant and Leader Terms of Use (the "Terms of Use").

2.2. The Terms of Use provides protections for Participant privacy, prevents abuse of the platform by Participants and limits our liability and yours to Participants and Leaders. We intend for this Agreement, and not the Terms of Use, to govern the relationship between us. Accordingly, if there is conflict between a term set forth in this Agreement and a term set forth in the Terms of Use:

- a) the term contained in this Agreement takes precedence as between us, and
- b) the term set forth in the Terms of Use takes precedence for Participants.

2.3 Our current form of Terms of Use can be found at <https://terms.thoughtexchange.com>.

We may change our Terms of Use from time to time, and we will notify you as early as is commercially reasonable of any upcoming change. No such change will have the effect of changing this Agreement.

### **3. Exchange Leaders**

3.1 Thoughtexchange is a hosted Software-as-a-Service platform. Thoughtexchange allows users to engage with others in structured online interactions. We call each of these interactions an Exchange. Each Exchange is created by an "Exchange Leader." A "Participant" is any other person who participates in the Exchange.

3.2 Access to Exchange Leader features is through one or more accounts authorized by you, our customer, and associated to an email address. At any given time, you may only provide access through the number of email addresses for which you have purchased Exchange Leader accounts. You can add or change the email addresses designated as Exchange Leader accounts. There is no limit on how often you can change these addresses.

3.3 Cancellation, or failure to renew your subscription, will result in suspension of any accounts that you have purchased, either at the time of cancellation or at the end of your current Subscription Period.

3.4 The terms of this Agreement do not permit you to: (a) sublicense the Thoughtexchange platform or any related services; (b) transfer or otherwise grant any rights in or to your right to access and use the Thoughtexchange platform or any related services to any other person; (c) provide Exchange Leader account access to any person outside your organization other than your consultants or similar individuals who are in a fiduciary relationship with you; or (d) run, facilitate, analyze or present any Exchanges on behalf of any third-party. If you wish to do any of the foregoing, you must enter into a separate sales partner agreement with us.

#### **4. Term of Software Services**

4.1 The services described in this Agreement are only available to you during the Subscription Period provided on the cover page. If your subscription is terminated for any reason, our obligation to provide services terminates on the effective date of termination of your subscription.

4.2 In providing services to you, our relationship to you is that of an independent contractor. It is not the intent of either party to create a relation of employment, partnership, agency or joint venture. Except as specifically set forth in the cover page, we will bear all expenses incurred in connection with the services.

4.3 You may cancel your subscription at any time during your Subscription Period by providing us with written notice. No refund is payable of any subscription fees already invoiced or paid. We may cancel your subscription at any time and will issue a refund pro-rated based on the number of months remaining to the end of your Subscription Period.

#### **5. Ownership of Content**

5.1 You own all visual, written or audible communications and any other material that is produced by you and your Exchange Leaders, stored under your account or published in one or more of your Exchanges. You also own the rights to content created or provided by Participants as part of an Exchange that is licensed to you under the Terms of Use. (All of the foregoing is collectively referred to as "Content.") As part of your subscription, we provide hosting for your Content as well as the tools to create and manage your Content.

5.2 Other material specific to you that we create in providing your services (including, but not limited to, text, graphics, logo, pictures, audio and video) is also owned by you, and you have the right to use it as you see fit following termination of this Agreement.

5.3 All designs, templates, general graphics (i.e. graphics not directly pertaining to your organization) or method of presenting data (e.g. infographics), whether or not created with your input and or assistance, to the extent they do not contain content specific to you, are our property and can be re-used by us for any purpose.

5.4 By way of example, and not limitation, of the foregoing:

- a) You own the specific results and the specific visualizations of the results of your exchanges. We retain ownership of the analytic processes and mechanisms of visualizations even if these were developed or improved in conjunction with you.
- b) Once a customized report or presentation of your exchange results has been completed, it is your property and you may make use of it as you wish. We retain ownership of the design of the report to use as a template for other reports with other customers, even if the design was developed or improved in conjunction with you.

#### **6. Responsibility for Content**

6.1 You are solely responsible for any liability arising from your Content. We do not guarantee the accuracy, integrity or quality of any Content.

6.2 While we make a reasonable effort to be compliant with the data access laws in all jurisdictions in which we have a significant number of customers, you are ultimately responsible for following the laws in your state, province or country, including any legal requirements concerning data access. We do not guarantee the availability of our Software Services in all countries and they may not be available for use in any specific jurisdiction.

6.3 You and your Leaders and Participants also control the privacy of your Content. We have no responsibility for Content disclosed by you, your Leaders or Participants.

6.4 We will use commercially reasonable efforts to ensure that only Participants and Leaders authorized by you have access to your Content and to maintain the privacy of your Content stored on the Thoughtexchange platform.

6.5 Except as permitted by this Agreement or otherwise required by law, we will not share your Content with any third party without your permission. If you grant us permission to use this information publicly you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given. "Permission," as used in this agreement, means written permission including email.

6.6 You acknowledge and agree that we may cooperate with any governmental authority in connection with any investigation into your use of our services, including use in contravention of applicable laws, and may, in accordance with applicable laws, disclose any Content, and any other information pertaining to you or to your use of our services to such governmental authority in connection with any such investigation. Notice of our cooperation with any such investigation will be provided to you where reasonably possible.

## **7. Use of Content**

7.1 You agree that we have the right to use Content for the following purposes:

- a) to monitor and manage usage by Leaders and other terms and conditions of this Agreement;
- b) to extract statistical summary data (numerical values summarizing usage and not including any textual information entered by your Leaders and Participants), combine the data with data from other customers, and to share this data, from which all customer identifying information has been removed, publicly;
- c) to troubleshoot problems or assist your Leaders and Participants; or
- d) to improve our products and services.

7.2 You agree that we have the right to monitor your use of our services to ensure your compliance with this Agreement, or to comply with any law, order, or requirement of any court or government authority.

7.3 If you give us permission to use your Content we may then publish it for our own marketing purposes without further notice to you. You will be able to share the results with Participants or the public as you think best. If you share your Content publicly it is deemed to be in the public domain and we may then share with others as we wish.

## **8. Content Deletion**

8.1 We will maintain the Content from your Exchanges for six (6) months following termination of your subscription. Prior to termination of your subscription, you may obtain copies of your Content using the data download feature. After termination, providing the data has been maintained, we will provide you with a copy of your Content upon written request.

8.2 Termination of your subscription will also result in the termination of hosting of Content outside of the Thoughtexchange platform. We will maintain this hosted Content for six (6) months following termination of your subscription. Prior to deletion, you may obtain copies of your hosted website or the Content from any such service by making a written request to us.

8.3 After six (6) months we may, at our discretion, permanently delete your Content. We do not guarantee to maintain your Content after cancellation or the end of your term. We may, at our discretion, keep your Content for an indefinite amount of time so that, should you renew, you will have access to your Content. Note that the more time passes the less likely we are to maintain your Content, and even if we do maintain your Content, as time passes it become less likely that your Content will be useable due to system changes, upgrades etc.

8.4 At any time you may request in writing for us to delete your Content. We will delete all copies of your Content in our possession.

## **9. Confidential Information**

9.1 In the course of providing services, you may provide us with certain confidential information, including but not limited to the personal information about your Leaders and Participants and information about your organization not directly related to your Exchange, that is marked confidential or is received under circumstances that would reasonably lead us to understand that it is confidential (your "Confidential Information").

9.2 Similarly, we may provide you with confidential information, including information about the Thoughtexchange platform and related services and information related to our business such as market position, customers, pricing, that is marked confidential or is received under circumstances that would reasonably lead you to understand it to be our confidential information (our "Confidential Information").

9.3 We each agree not to disclose the Confidential Information of the other to any third party without permission. We each agree to protect the Confidential Information with at least the same degree of care that we use to protect your own Confidential Information, but not less than a reasonable degree of care under the circumstances.

9.4 Neither of us shall be liable for the disclosure of the Confidential Information of the other that is:

- a) in the public domain other than by a breach of this Agreement;
- b) rightfully received from a third party without any obligation of confidentiality;
- c) rightfully known without any limitation on use or disclosure prior to its receipt;
- d) independently developed by our respective employees;
- e) generally made available to third parties by the owner without restriction on disclosure; or
- f) otherwise required by law to be disclosed.

9.5 Specifically with respect to email addresses that you provide to us, we agree that we will not use such email addresses for anything other than directly providing services under this Agreement, unless, and only to the extent, you ask us to or grant us permission to do so.

9.6 If you grant us permission to use information publicly, you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission is given.

9.7 You agree that we may publish or disclose your name (or, if you are a company or agency, the name of your company or agency) as a client on our website or in written or verbal communications to other existing or prospective clients. No other information will be disclosed. If you do not want your name published or disclosed, you may deliver notice in writing to us and we will agree to keep this information confidential until or unless such request is revoked.

9.8 All terms of this Agreement are confidential between us, and, with the exception of our respective advisors and other agents having an obligation of confidentiality, are not to be discussed with anyone outside of our respective organizations.

## **10. Student Data Privacy**

10.1 We acknowledge that, in order to provide the services described in this Agreement, we may receive data that are covered by the Federal Educational and Privacy Rights Act ("FERPA") at 12 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h.

10.2 We agree that in providing the services, we will be under your direct control and supervision with to the use and maintenance of student records and the personally identifying information contained in those records.

10.3 We further agree that, subject to the truth and accuracy of the following representations and warranties, we are in compliance with the above laws.

10.4 In entering into this Agreement, you represent, warrant and agree that:

- a. You have hired us to perform a service for which the district would otherwise use its own employees.
- b. You have previously provided us with an accurate copy of your most recent annual notification of FERPA rights.
- c. You are not hiring us to create exchanges other than for the exclusive purpose of developing, evaluating or providing education products or services for students or schools.
- d. If you ask us to collect information governed by COPPA, that you are validly exercising consent on behalf of the parents of every student for which information is provided.

## **11. Indemnification**

11.1 You and we each agree to defend, indemnify and hold the other harmless against and in respect of any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, attorneys' fees) imposed upon, incurred by or asserted against one of us that are finally determined to result from the other's material breach of any provision of this Agreement or its failure to meet its obligations to or perform any acts required under this Agreement, except to the extent such loss is caused by the acts or omissions of, or misrepresentations by, the non-breaching party, its employees or agents or third parties.

11.2 If any demand, claim or suit is asserted or instituted with respect to which any party may be entitled to indemnification under this Agreement, then the party liable for indemnification shall notify the party entitled to indemnification of the full details to the extent then known. The party entitled to indemnification shall be entitled at its own expense to employ counsel to defend such demand, claim or suit or to participate in the defense of such asserted demand, claim or suit. Any proposed settlement of any such demand, claim or suit must be approved by both of us. We agree to cooperate in good faith in the defense or settlement of any such demand, claim or suit.

## **12. Warranty and Limitation of Liability**

12.1 Because the technologies underlying Software Services such as Thoughtexchange are inherently complex, we cannot warrant that the Software Services will be entirely error-free or will operate without interruption. We warrant that during your Subscription Period the Software Services will be free from significant defects. Our sole responsibilities in the event of an error or defect in the operation of the Software Services are:

- a) to use reasonable efforts to correct significant defects without charge; or
- b) to refund a portion of the subscription price, pro-rated from the time such defects are first brought to our attention, and terminate your subscription.

12.2 All advice provided by us is "as-is" and reflects our best judgment based on the information available to us at the time. You are solely responsible for the consequences of acting on our advice.

12.3 IT IS UNDERSTOOD AND AGREED THAT EITHER PARTY'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE FEES PAID BY YOU FOR SERVICES PROVIDED OVER THE PRIOR TWELVE (12) MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING FULCRUM'S LIABILITY.



**13. General**

13.1 This Agreement constitutes the entire agreement between us and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement. The rights and obligations under Sections 5 through 12 shall survive termination of this Agreement.

13.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without reference to any conflict-of-laws principles. You irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in King County, Washington for any action or proceeding arising out of, or based upon, this Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

13.3 In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties' original intentions and the remainder of the provisions shall remain in full force and effect.

13.4 Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement.

13.5 Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. You may not assign or transfer this Agreement without our prior written consent.

13.6 This Agreement inures to the benefit of and is binding on our respective successors and assigns.

1/10/2022

Members of the Rutherford County School Board,

The Red Hawks Touchdown Club (RHTC) at Stewarts Creek High School is requesting permission from the Rutherford County School Board to apply for approval from the TN Secretary of State to hold a raffle in the fall of 2022. Application is due by 1/31/2022. The raffle is for a New John Deere X350 Select series Tractor with 42 inch Accel Deep Mower Deck or similar. Tickets will be sold at \$10 each. Drawing will be held at the last home football game at Stewarts Creek High School by an impartial party over the age of 18.

Tickets will have raffle information on one side including drawing date, price and prize- to be kept by purchaser. Tickets will have the purchaser information on the other side to include name, address, phone number, email address and form of payment- to be kept by RHTC. Matching ticket numbers to be on both sides. Winner need not be present.

We hope to have \$20,000 in ticket sales and profit \$17,000.

All applicable state and federal laws to be followed.

Thank You,



Angela Hoover

RHTC President

615-594-2644

[schstouchdownclub@gmail.com](mailto:schstouchdownclub@gmail.com)

RESOLUTION FOR TEMPORARY TRANSFER OF FUNDS FROM THE GENERAL PURPOSE SCHOOL FUND TO  
THE FEDERAL PROJECTS FUND FOR THE FISCAL YEARS ENDING JUNE 30, 2022, 2023 & 2024

WHEREAS, Federal project grants operate on a reimbursement basis and funds are requested from the State of Tennessee by Rutherford County School System after the authorized purchases have been made.

WHEREAS, in a previous year the Rutherford County Board of Education and Rutherford County Commission approved a transfer of a total of \$2,000,000 of local funds from the General Purpose School Fund to the Federal Projects Fund to prevent a cash deficit at various times due to slow turn-around time for reimbursements from the State of Tennessee;

WHEREAS, Rutherford County Schools has been approved for Elementary and Secondary School Emergency Relief fund (ESSER II) Federal Funding for over \$19,491,000 as well as over \$43,774,000 from the ESSER III Grant Program, with these grant funds being drawn down in the Rutherford County Schools Federal Projects Fund;

WHEREAS, adequate cash flow for the ESSER II and ESSER III projects will be needed to ensure the timely payments of vendors and the Rutherford County School System does not desire to operate any fund with a cash deficit.

Now, THEREFORE, BE IT RESOLVED, by the Rutherford County Board of Education, in a regular called meeting on this 27th day of January 2022 that:

SECTION 1: The General Purpose School Fund shall be authorized to temporarily transfer up to an additional \$3,000,000 to the School Federal Projects Fund upon approval of the Rutherford County Board of Education and Rutherford County Commission.

SECTION 2: The up to additional \$3,000,000 will be transferred to the Federal Projects Fund only in the instances when additional cash flow for large expenditures is needed until the drawdown of federal funds is realized. At the time of receipt that the drawdown of federal funds is realized for these large expenditures, and the transferred funds are no longer needed for cash flow purposes in the Federal Projects Fund, then the amount of these additional temporarily transferred funds will be returned back to the General Purpose School Fund Balance.

SECTION 3: This resolution will take effect upon passage by both the Rutherford County Board of Education and Rutherford County Commission.

Adopted this 27<sup>th</sup> day of January 2022 by the Rutherford County Board of Education.

Adopted \_\_\_\_\_, by the Rutherford County Commission.

Approved:

Approved:

\_\_\_\_\_

Chairman of Rutherford County BOE

\_\_\_\_\_

Chairman of Rutherford County Commission

Attest

Attest

\_\_\_\_\_

RCS Director of Schools

\_\_\_\_\_

Rutherford County Clerk

## State of Tennessee Department of Transportation

ROW FORM-17B  
Revision 11-26-2013

## Offer to Acquire Real Property

STATE PROJ. #: 75078-2206-54

COUNTY/S Rutherford

FED PROJ. #: STP-M-268(4)

TRACT #: 204

PIN #: 115906.00

NEGOTIATOR: Thomas Killion

DATE PRINTED: JANUARY 12, 2022

The following offer is not less than the approved appraisal of the fair market value of the property including, where applicable, damages to the remainder.

This offer does ☐ does not ☐ include payment for the purchase of one or more uneconomic remainders.

	A	B
	IMPROVEMENTS ACQUIRED	IMPROVEMENTS RETAINED
LAND (FEE SIMPLE )	\$7,665.00	SAME AS A
PDE	\$0.00	SAME AS A
AIR RIGHTS	\$0.00	SAME AS A
AVIGATION EASEMENT	\$0.00	SAME AS A
ACCESS CONTROL	\$0.00	SAME AS A
IMPROVEMENTS	\$2,124.00	\$0.00
DAMAGES	\$0.00	SAME AS A
SPECIAL BENEFITS	\$0.00	\$0.00
SLOPE EASEMENT	\$3,518.00	SAME AS A
TCE	\$6,524.00	SAME AS A
APPROVED COMPENSATION	\$19,831.00	\$0.00
UTILITY ADJUSTMENT	\$0.00	SAME AS A
OTHER	\$9.00	SAME AS A
GRAND TOTAL	\$19,840.00	\$0.00

RESIDENTIAL RELOCATION ☐ (See RA Form 109)BUSINESS RELOCATION ☐ (See RA Form 116)

This offer includes payment for the following improvements:

This offer does not include payment for the following improvements as they are owned by others:

The original of this form was delivered to \_\_\_\_\_ on .

who had or were furnished a copy of the Acquisition Brochure.

\_\_\_\_\_  
Date\_\_\_\_\_  
Negotiator Signature

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
SELLER'S ACKNOWLEDGMENT OF SALE PRICE AND CONDITIONSSTATE PROJECT 75078-2206-54  
FEDERAL PROJECT STP-M-268(4)  
COUNTY/S Rutherford  
TRACT # 204

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 204 on the right-of-way plans for the above referenced project upon the Department tendering the price of \$ 19,840.00, 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 \_\_\_\_\_ 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

RUTHERFORD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE

**APPRAISAL REPORT**  
**TENNESSEE DEPARTMENT OF TRANSPORTATION**

THE PURPOSE OF THIS APPRAISAL IS TO ESTIMATE THE FAIR MARKET VALUE FOR HIGHWAY RIGHT-OF-WAY PURPOSES

**1. Name, Address & Telephone Numbers:**

(A) Owner: Rutherford County

1 Public Square

Murfreesboro, Tennessee 37130

N/A- No Response from Owner

(B) Tenant: None

(C) Address and/or location of subject: 355 W Thompson Ln, Murfreesboro, Tennessee 37129

**2. Detailed Description of Entire Tract:**

The tract is a parcel of land zoned for residential use that is located along Thompson Lane (SR 268) and is currently used as a middle and high school. The tract is "L" shaped, but has a substantial amount of road frontage on both Thompson Lane and Siegel Road. The property spans from STA 189+87.95 to STA 210+15.73. Right of way plans indicate an approximate frontage of 2,027 feet at the right of way line, and tax records indicate an average depth of approximately 2,026 feet at Siegel Road. The site has average exposure, access, and visibility when compared to similar properties that are located on the primary thoroughfare. Utilities available include natural gas, electricity, water, and telephone. The site is not located in a flood hazard area. The topography of the site is somewhat rolling but has many level areas that are suitable for development. The site size is 104.891 acres based on right of way plans.

Improvements on the property are not fully documented in public records, as the property is tax exempt. The buildings are reported to total 493,840 square feet in addition to parking lots, athletic fields, and smaller supporting buildings. Improvements in the acquisition area include five small directional metal signs in the middle school parking lot in addition to asphalt paving and a small amount of concrete curbing and a minimal portion of sidewalk. A tax map highlighting the entire tract is displayed on Page 17 of this report.

3.(A) Tax Map and Parcel No. 058 069.01 (B) Is Subject in a FEMA Flood Hazard Area? Yes ☐ No ☒  
If yes, Show FEMA Map/Zone No. \_\_\_\_\_

4. Interest Acq.: Fee ☒ Drainage Esm't ☐ Construction Esm't ☒ Slope Esm't ☒ Other: \_\_\_\_\_

5. Acquisition: Total ☐ Partial ☒

6. Type of Appraisal: Formal ☐ Formal Part-Affected ☒

**Intended Use of Report** – This Formal Part-Affected appraisal of a 100% ownership position is intended for the sole purpose of assisting Tennessee Department of Transportation in the acquisition of land for right-of-way purposes. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution. This is an Appraisal Report, which is intended to comply with Standard Rule 2-2(a). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file or can be obtained from the Market Data Brochure. The depth of discussion contained in this report is specific to the needs of the client.

**7. Detailed Description of Land Acquired:**

A 0.219-acre permanent acquisition is necessary for the project, and a majority of the acquisition is split into two separate areas of the site. The areas are primarily located to the east of both property entrances. Both acquisitions permit the addition of an additional eastbound travel lane and two eastbound deceleration turning lanes where none exist currently. The deceleration lanes provide improved access to both the middle and high school's separate entrances. The slope easements total 0.201-acres and are generally located parallel to the permanent acquisitions/future deceleration lanes running along the entire frontage of the property and are intended to correct the grade in order to direct water toward reconfigured ditch areas. The easement is relatively narrow in width but increases in width near the future deceleration lanes. A temporary construction easement of approximately 10 feet in width is noted, and this runs reasonably parallel to the current and proposed ROW with a total size of 0.293 acres. The temporary construction easement encroaches significantly into the middle school's entry drive and partially into the exit drive, affecting several directional signs such that will need to be acquired. The acquisition areas are depicted in the Photograph Pages that begin on Page 10, and in the Right-of-Way Map on Page 13 of this report.

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

**8. Sales of Subject:** *(Show all recorded sales of subject in past 5 years; show last sale of subject if no sale in past 5 years.)*

Sale Date	Grantor	Grantee	Book Page	Verified Consideration	How Sale Amount Verified
8/5/1999	City of Murfreesboro	Rutherford County	673/380	\$0	None- This was a quit claim transaction with no consideration given.
Existing Use	Zoning	Utilities Available	Off Site Improvements	Area Lot or Acreage	
Middle/High School	RS-15	Electric, Water, Sewer, Gas	Paved Street	104.891	

**9. Highest and Best Use:** *(Before Acquisition, summarize the support and rationale for the opinion)*

**Legally Permissible:** The subject's RS-15 zoning allows for residential uses only. Some exceptions are given for other uses including community gathering spaces, religious facilities, schools, and other government and utility uses. These additional uses are typically not constructed for financial gain, so residential uses are the only uses given further consideration. Overall, the district is intended to permit the development and continued maintenance of single family residential areas characterized by relatively low overall density with lots of at least fifteen thousand square feet per dwelling unit.

**Physically Possible:** The subject's site is large enough, of useful shape, and of adequate topography as to allow for a variety of residential improvements. The district requires a minimum width of 75 feet. Front setbacks are 40 feet, with a 30-foot rear setback and a 12.5 foot side setback. The maximum height permitted is 35 feet. Density requirements include a maximum of 2.9 units per acre and a maximum lot coverage ratio of 25%. The most productive uses would likely be to develop a residential subdivision to maximize the potential of the subject's large site size.

**Financially Feasible:** Economic conditions in the subject's market are such that a newly constructed single family residential subdivision would have a market value commensurate with the construction cost. Market conditions in the area are strong, as Murfreesboro is among one of the fastest growing communities in the country. The subject is generally surrounded by residential uses, and numerous new subdivisions have been constructed in the area over the past five years. The subject has a desirable location with walkability to three schools and shopping areas.

Home Sales Statistics- Murfreesboro Homes Under 1 Acre				
Year	Average Sale Price	% Change from Prior	Number of Sales	% Change from Prior
Current Year	\$305,692	6.5%	4,150	19.9%
1 Year Ago	\$287,062	6.6%	3,460	12.2%
2 Years Ago	\$269,323	9.5%	3,084	5.9%
3 Years Ago	\$246,019	10.2%	2,912	6.8%
4 Years Ago	\$223,278		2,727	
Avg Annual Change		8.2%	Avg Annual Change 11.2%	

Despite the COVID-19 pandemic, sales of homes in Murfreesboro have continued to increase dramatically year over year in both quantity of sales and sale price. Given market conditions, further detailed in the market data brochure, feasibility for new residential construction does exist in the market.

**Maximally Productive:** Given positive feasibility for a new single-family residential subdivision, the maximally productive use of the subject site would be to construct a new single-family residential subdivision.

**Conclusion:** The highest and best use of the subject site as if vacant would be to construct a single-family residential subdivision. Given positive feasibility, a newly constructed single-family residential subdivision would have a market value commensurate with the construction cost.

**ADDITIONAL COMMENTS**

This Appraisal Is Based On Original Plans		Or Plan Revision	X	Dated: 12/20/2019
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Comments: All site areas and measurements are based on right of way plans provided by the Tennessee Department of Transportation.

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

## SALES COMPARISON APPROACH

## 14. LAND VALUE ANALYSIS

ADJUST SALES TO SUBJECT USING (Plus +, Subject Better)(Minus -, Subject Poorer) Using Dollar Adjustments Only. If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

## (A) ANALYSIS OF COMPARABILITY (Insert Comp. Sale No's. from Brochure or Attachments)

Inspection Date <b>8/19/2020</b>		Sale No. <u>1</u>		Sale No. <u>2</u>		Sale No. <u>3</u>	
CASH EQUIVALENT Sales Price		\$1,167,325		\$975,000		\$1,380,000	
Date of Sale	# of Periods	6/12/2018	9	9/20/2018	8	6/2/2017	13
% Per Period	Time Adj.	1.50%	13.50%	1.50%	12.00%	1.50%	19.50%
Sales Price Adj. for Time		\$1,324,914		\$1,092,000		\$1,649,100	
Proximity to Subject		8.8 Miles		8.2 Miles		6.2 Miles	
Unit Value Land SF <input type="checkbox"/> FF <input type="checkbox"/> Acre <input checked="" type="checkbox"/> Lot <input type="checkbox"/>		\$29,443		\$63,415		\$55,940	
Elements	Subject	Description	(+)(-) Adj.	Description	(+)(-) Adj.	Description	(+)(-) Adj.
Location (A)		Inferior	\$7,400	Similar		Similar	
Size (Acre) (B)	104.891	45.000	-\$4,400	17.220	-\$15,900	29.480	-\$11,200
Shape (C)	Irregular	Roughly rectangular		Irregular		Irregular	
Site/View (D)	Average	Average		Typical		Average	
Topography (E)	Mostly Level	Generally Level		Level		Mixed	
Access (F)	Average	Average		Typical		Typical	
Zoning (G)	RS-15	RM		RS-10		RS-12	
Utilities Available (H)	Electric, Water, Sewer, Gas	Water, Electric, Telephone, Gas, Sewer,		Water, Electric, Telephone, Sewer,		Water, Electric, Telephone, Sewer,	
Encumbrances Easements, etc. (I)	None adverse known	No adverse known		None adverse known		None adverse known	
Off-Site Improvements (J)	Paved Street	Paved Street,		Paved Street, Sidewalk, Curbs, Gutters		Paved Street, Curbs, Gutters	
On-Site Improvements (K)	Religious Facility	1,675 SqFt Residence	\$186	None		None	
(L)							
(M)							
(N)							
NET ADJUSTMENTS		(+)(-)	\$3,186	(+)(-)	-\$15,900	(+)(-)	-\$11,200
ADJUSTED INDICATED UNIT VALUE			\$32,629		\$47,515		\$44,740
(B) TOTAL INDICATED VALUE OF SUBJECT LAND				$\left( \frac{\$35,000 \times 104.891}{\text{Correlated Unit Value X Units}} \right) = \$3,671,185$			

COMMENTS: Continued on following page....

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
 Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA



## ADDITIONAL COMMENTS

### 14. LAND VALUE ANALYSIS:

#### Unit of Comparison

When available, the number of potential lots is the preferred unit of comparison for a subdivision development. In Murfreesboro, infrastructure has been strained in order to accommodate the rapid growth in the area, and some developments may be subject to additional requirements in order to obtain approval. This makes determining the exact number of developable units of a potential site difficult to determine without significant due diligence. Due to this factor and the unknown development potential of the subject, the subject and comparables are evaluated based on a price per acre, which provides a more reliable value indication.

#### Property Rights/Financing/Conditions of Sale

Each of the comparable sales sold in fee simple estate, and no adjustment is needed for property rights. No atypical financing is known to have affected the transactions of the comparables and no adjustment is applied. No atypical sale conditions are known to have affected the transactions of the comparables and no adjustment is made.

#### Market Trends

Suburban Nashville areas such as Murfreesboro have become more appealing to home purchasers over the past decade as home prices in Nashville and other large cities have increased dramatically due to limited supply and large demand caused by an influx of new residents. The following table, using data sourced from the local Realtors MLS, shows growth in sales prices and volume over the past several years. The trends show remarkable growth in Murfreesboro over the past five years, and the growth does not appear to have slowed significantly despite the economic challenges of 2020 due to COVID-19.

Home Sales Statistics- Murfreesboro Homes Under 1 Acre				
Year	Average Sale Price	% Change from Prior	Number of Sales	% Change from Prior
Current Year	\$305,692	6.5%	4,150	19.9%
1 Year Ago	\$287,062	6.6%	3,460	12.2%
2 Years Ago	\$269,323	9.5%	3,084	5.9%
3 Years Ago	\$246,019	10.2%	2,912	6.8%
4 Years Ago	\$223,278		2,727	
	Avg Annual Change	8.2%	Avg Annual Change	11.2%

Based on the data above, we have reconciled the market trends adjustment to 6% annually, or 1.5% per quarter.

#### Location

Each of the sales is in a comparable location to the subject that would have a similar appeal to purchasers of land for a residential use. Despite having similar appeal, the market areas have varying levels of demand for new housing and serve different price points in the market. A one-mile radius from the subject and each comparable was mapped in the Realtors MLS on the report date, and the following data shows differences in prices paid for homes in each micro area.

Location Adjustment							
One Mile Radius, All Single Family Detached Homes Under One Acre							
	Subject	Comparable One	Difference from Subject	Comparable Two	Difference from Subject	Comparable Three	Difference from Subject
Average Sale Price	\$355,493	\$276,264	28.7%	\$350,032	1.6%	\$345,652	2.8%
Median Sale Price	\$350,000	\$262,900	33.1%	\$348,584	0.4%	\$330,000	6.1%
No. of Sales	96	55		220		237	
Average SqFt	2,528	1,935		2,463		2,461	

Comparables Two and Three are located in areas of Murfreesboro that were once undeveloped, but are being developed rapidly due to their proximity to shopping, schools, and other desirable amenities. Although the number of sales far exceeds those in the subject's immediate area, sale prices are relatively similar. Although the subject has a much lower number of sales, this is likely due to the lack of new developments in the immediate area. The subject is located in close proximity to several schools, and all available land was likely developed many years ago. Despite a lower amount of growth, the area is still very desirable, and no adjustment is warranted to Comparables Two and Three. Comparable One is located in an area of Murfreesboro that has yet to see significant growth, likely due to the area's location, which is further away from the newer commercial developments of Murfreesboro. This area is more affordable, but also has a lower number of home sales. In addition, the sizes of the homes available in the area are significantly smaller. Based on this data, a substantial upward adjustment has been applied to this comparable due to its inferior location.

#### Site Size (Acres)

Each of the comparables is somewhat different in size when compared to the subject. Economies of scale dictate that larger sites generally sell for less per additional land unit than do smaller sites. The following is a graph of twelve developable residential land sales in the Gallatin, Tennessee area, showing their site size as expressed in acres versus the sale price per acre. The twelve sales sold from January 1, 2014 through May 1, 2016, and range from 1.52 acres through 50 acres.

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
 Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA



The best fit trendline shows a curve where sale price decreases as site size increases. The R-squared value shown on the graph indicates that the relationship graphed is moderately strong, but a full adjustment directly from the trend line is not warranted because the analysis depends on less than thirty observations. The adjustments applied are based moderately on the general trend shown by the graph, which is much steeper at the low end of the range.

#### Shape

Each of the sites has a roughly rectangular or trapezoidal shape. The subject has a "U" shape, but this is not seen as a significant hindrance to the potential development of the site for its highest and best use. An adjustment for this factor is not warranted.

#### Site/View

Each of the sites has similar views and complimentary surrounding property uses. No adjustment is necessary for this factor.

#### Topography

Each of the sites has reasonably level to slightly rolling topography, and no adjustment is applied for this factor.

#### Access

Each of the comparables has similar access, and no adjustment is applied for this factor.

#### Zoning

Each of the comparables has a similar zoning and highest and best use, and no adjustments are applied. Comparable One has an RM zoning, which would imply a higher density of development, but this comparable has a much lower unadjusted value. Overall, the unadjusted values of the comparables do not support an adjustment for zoning.

#### Utilities

Each of the comparables has access to a public water source, sewer, and electricity, and adjustments are not required.

#### Encumbrances/Easements

There are no known easements that encumber the comparables with the exception of typical utility and right-of-way dedications. No adjustment is applied for this factor.

#### Off-Site Improvements

Each of the comparables has access to a paved public street, and no adjustment is applied for this factor.

#### On-Site Improvements

Each of the comparables is unimproved with the exception of Comparable One. The comparable was improved with a small residence at the time of sale. Demolition costs at \$5.00 per square foot are applied based on indications from local sources. No adjustment is applied to the Comparables Two and Three for this factor.

### CONCLUSION

The adjusted sales prices of the comparable properties range from \$32,629 to \$47,515 per square foot; the average is \$41,628. All of the value indications have been considered in arriving at our final reconciled value per acre of \$35,000. Comparables Two and Three are most similar to the subject in regards to location and required fewer adjustments overall, but the subject is much larger than each of the comparables. Despite the size adjustment applied, the subject is reconciled toward the low end of the indicated range due to economies of scale.

## OTHER IMPROVEMENTS

11.

Structure No.	1-5	No. Stories	Age	Unknown	Function	Site Improvements
Construction	Various	Condition	Average	Sq Feet		
Reproduction Cost	See Table	Depreciation		Indicated Value \$		\$6,311

Costs for curbing, sidewalks, and asphalt are taken from Section 66, Page 2 (2" asphalt on 2" base) of Marshall Valuation Service. Signage costs are taken from Section 56, Page 6 for the sign and Section 64, Page 3 for the posts. Reproduction cost per square foot includes a 0.98 current cost multiplier and a 0.91 location multiplier. Depreciation amounts for structures 1-3 are based on a 7 year effective age and the excellent life expectancy from Section 97, Page 19. The signs are not depreciated as new signs will need to be effectively direct traffic on the subject site.

The reconciled compensation for the improvements is as follows:

Affected Site Improvements							
		Cost	Quantity	Cost New	Dep %	Depreciation	Total
Structure No. 1	Concrete Curbing	\$17.62	40	\$704.80	28.0%	\$197.34	\$508
Structure No. 2	Concrete Sidewalks	\$5.36	10	\$53.60	28.0%	\$15.00	\$39
Structure No. 3	Asphalt Paving	\$2.68	1000	\$2,680.00	41.2%	\$1,103.52	\$1,577
Structure No. 4	Large Metal Sign	\$61.99	18.75	\$1,162.32	0.0%	\$0.00	\$1,163
Structure No. 5	Metal Posts	\$50.39	60	\$3,023.40	0.0%	\$0.00	\$3,024
<b>Total Indicated Value</b>							<b>\$6,311</b>
<small>Cost and Cost New are rounded up to the next penny. Depreciation is rounded down to the next penny. Total is rounded up to the next dollar.</small>							

Summary of Indicated Values

\$6,311

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

**17. EXPLANATION and/or BREAKDOWN OF LAND VALUES:**

**(A) VALUATION OF LAND**

LAND	<u>104,891</u>	S.F. <input type="checkbox"/>	F.F. <input type="checkbox"/>	ACRE <input checked="" type="checkbox"/>	LOT <input type="checkbox"/>	@ \$ <u>\$35,000</u>	(Average) Per Unit	\$ <u>\$3,671,185</u>
LAND		S.F. <input type="checkbox"/>	F.F. <input type="checkbox"/>	ACRE <input type="checkbox"/>	LOT <input type="checkbox"/>	@ \$	(Average) Per Unit	\$
LAND		S.F. <input type="checkbox"/>	F.F. <input type="checkbox"/>	ACRE <input type="checkbox"/>	LOT <input type="checkbox"/>	@ \$	(Average) Per Unit	\$
LAND		S.F. <input type="checkbox"/>	F.F. <input type="checkbox"/>	ACRE <input type="checkbox"/>	LOT <input type="checkbox"/>	@ \$	(Average) Per Unit	\$
LAND		S.F. <input type="checkbox"/>	F.F. <input type="checkbox"/>	ACRE <input type="checkbox"/>	LOT <input type="checkbox"/>	@ \$	(Average) Per Unit	\$

**18. APPROACHES TO VALUE CONSIDERED**

(A) Indicated Value of	Entire Tract	X Part Affected from SALES COMPARISON APPROACH	\$ <u>\$3,671,185</u>
(B) Indicated Value of	Entire Tract	X Part Affected from COST APPROACH	\$ <u>\$3,677,496</u>
(C) Indicated Value of	Entire Tract	Part Affected from INCOME APPROACH	\$

**(D) RECONCILIATION:** (Which approaches were given most consideration) (Single-Point Conclusion Should be Reasonably Rounded)

The cost approach is completed, however, it is limited to only the improvements affected by the acquisition, due to the scope of work as a formal part affected assignment. The sales comparison approach is completed and is considered the primary indicator of value for vacant land. The income approach is considered, but not completed in this appraisal, as the income approach is not a relevant indicator of value for parcels similar to the subject property.

<b>19. FAIR MARKET VALUE of</b>	<input type="checkbox"/> Entire Tract	<input checked="" type="checkbox"/> Part Affected	\$ <u>\$3,677,496</u>
<b>(A) TOTAL AMOUNT DUE OWNER if</b>	<input type="checkbox"/> Entire Tract	<input checked="" type="checkbox"/> Part Affected Acquired	\$ <u>\$24,020</u>
<b>(B) AMOUNT ATTRIBUTABLE TO:</b>	Land	\$ <u>\$3,671,185</u>	Improvements \$ <u>\$6,311</u>

**REMARKS**

The improvements only include the site improvements located in the permanent taking, permanent easement, and temporary construction easement areas.

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

## PARTIAL ACQUISITION

20.

**VALUE OF ENTIRE TRACT**..... \$3,677,496

**AMOUNT DUE OWNER IF ONLY PART ACQUIRED (Detail breakdown)**

A. Right Land Acquired (Fee) 0.219 S.F. ☐ Ac. ☒ @ \$35,000 \$7,665

Land Acquired (Fee) \_\_\_\_\_ S.F. ☐ Ac. ☐ @ \_\_\_\_\_

Drainage Esmt. \_\_\_\_\_ S.F. ☐ Ac. ☐ @ \_\_\_\_\_  
Calculated at 30% of the fee value per acre/43,560 to get value per square foot

Slope Esmt. 0.201 S.F. ☐ Ac. ☒ @ \$17,500 \$3,518  
Calculated at 50% of the fee value per acre

Const. Esmt. 0.466 S.F. ☐ Ac. ☒ @ \$14,000 \$6,524  
Calculated at 10% of the fee value per acre annually for a four-year construction period)

B. Improvements Acquired (Indicate which improvements by showing structure numbers).....

Structures 1-5 (Affected Site Improvements) \$6,311

C. Value of Part Acquired Land & Improvements (Sub-Total)..... \$24,018

D. Total Damages (See Explanation, Breakdown and Support on Sheet 2A-9). \_\_\_\_\_

E. Sum of A, B and D: ..... \$24,018

F. Benefits: (Explain and deduct from D. Amount must not exceed incidental damages).... \$0

G. TOTAL AMOUNT DUE OWNER; if only part is Acquired.....(Rounded) \$24,020

21 VALUE OF REMAINDER (See 2A-9 for Documentation of Remainder Value)

**A. LAND REMAINDER**

Left 104,672 S.F. ☐ Ac. ☒ @ \_\_\_\_\_

S.F. ☐ Ac. ☐ @ \_\_\_\_\_

S.F. ☐ Ac. ☐ @ \_\_\_\_\_

Right \_\_\_\_\_ S.F. ☐ Ac. ☐ @ \_\_\_\_\_

S.F. ☐ Ac. ☐ @ \_\_\_\_\_

S.F. ☐ Ac. ☐ @ \_\_\_\_\_

AMOUNT PER UNIT		DAMAGES		REMAINING VALUE
BEFORE	AFTER	%	\$	
\$35,000	\$35,000	0	0	\$3,663,520

REMAINDER VALUE OF LAND..... \$3,663,520

LESS AMOUNT PAID FOR EASEMENTS IN ITEM 20A..... \$10,042

LESS COST TO CURE (Line 20-D)..... \$0

TOTAL REMAINDER VALUE OF LAND..... \$3,653,479

**B. IMPROVEMENTS REMAINDER**

Improvement No. \_\_\_\_\_

Improvement No. \_\_\_\_\_

Improvement No. \_\_\_\_\_

Improvement No. \_\_\_\_\_

Improvement No. \_\_\_\_\_

BEFORE VALUE (Remainder as Part of the Whole)	DAMAGES		REMAINING VALUE
	%	\$	

REMAINDER VALUE OF IMPROVEMENTS..... \$0

LESS COST TO CURE ITEMS..... \$0

TOTAL REMAINDER VALUE OF LAND & IMPROVEMENTS..... \$3,653,479

REMARKS:

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

SUMMARY OF REMAINDER  
APPRAISER'S DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS  
(Supplement to Items 20 and 21, Pages 2A-8)

A full narrative description of the remainder (s) must be given on all partial acquisitions. The after value estimates, both land and improvements shall be documented and supported by one or more of the applicable approaches to value.

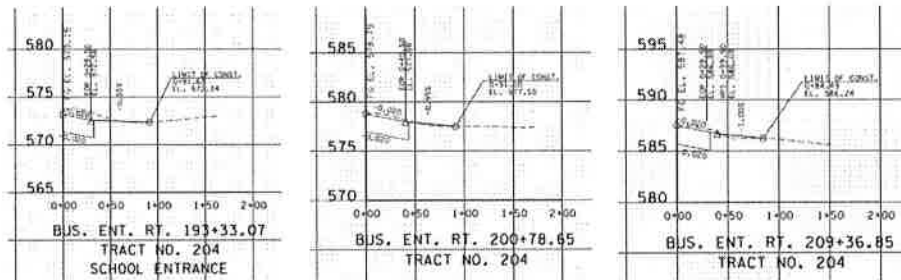
**23. HIGHEST AND BEST USE AFTER ACQUISITION:** *(summarize the support and rationale for the opinion)*

The highest and best use of the subject is unchanged after the proposed easement acquisition and temporary construction easement.

**24. DESCRIBE REMAINDER (S):**

The remaining site area is reduced by -0.209% following the acquisition of the easements, and the acquisition does not further affect the ability to develop the site. There will likely be a temporary disturbance of the driveway during construction. The permanent acquisition is relatively minimal and does not affect the setbacks of the improvements. The project will have minimal impact on operations of the onsite schools. While some asphalt, curbing, sidewalks, and a several directional/informational signs will be acquired, much of the existing property is unaffected, and the property is expected to have a similar aesthetic appeal when compared to current conditions. The project will add an additional deceleration lanes to school entrances, which should improve access to the property.

Driveway access is important for the property so that visitors and staff may continue to access the property. The driveway profile, shown below, indicates that changes to the slope will be minimal for one entrance and will improve for the second entrance. Overall, the access conditions should remain relatively similar to current conditions. The slope will be modified somewhat to direct water to proposed drainage easements, but the areas of the site affected by these changes are not utilized by the current owner and have no adverse impact on the site, given its relatively large size of the site relative to the size of the easements. Slope profiles for the new road are similar to existing conditions.



25. Amount of DAMAGE This Page To--2A-8, Item 20-D

(A) Amount of BENEFITS This Page To--2A-8, Item 20-F

\$0

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

## PHOTOGRAPHS

26.

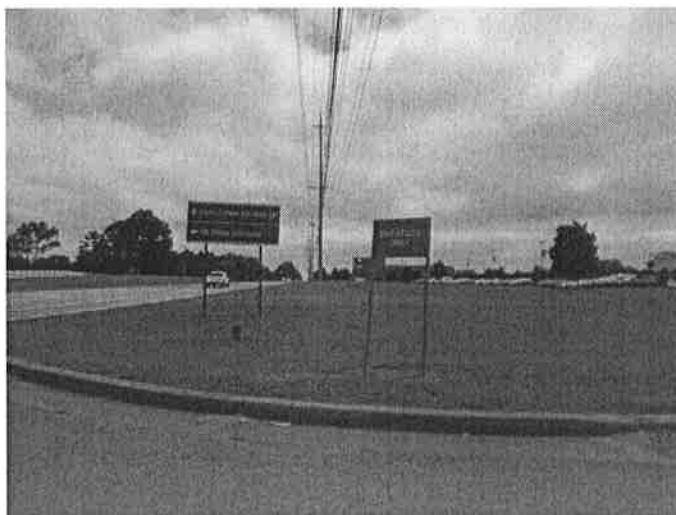
An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. (Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.) Each photograph shall be properly identified on the front or back with unalterable identification showing the following: SUBJECT and the DATE PICTURE TAKEN.



LOOKING WEST  
NEAR STA 192+82.15  
AT HIGH SCHOOL  
ENTRANCE. A SMALL  
CORNER OF  
SIDEWALK IS  
AFFECTED. PHOTO  
TAKEN AUGUST 19,  
2020.



LOOKING EAST NEAR  
STA 192+82.15 AT  
HIGH SCHOOL  
ENTRANCE. PHOTO  
TAKEN AUGUST 19,  
2020.



LOOKING EAST NEAR  
STA 201+08.98 AT  
MIDDLE SCHOOL  
ENTRANCE. PHOTO  
TAKEN AUGUST 19,  
2020.

## PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. (Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.) Each photograph shall be properly identified on the front or back with unalterable identification showing the following: SUBJECT and the DATE PICTURE TAKEN.



LOOKING NORTH  
NEAR STA 201+08.98  
FROM INTERIOR OF  
SITE AT MIDDLE  
SCHOOL ENTRANCE.  
THE CONSTRUCTION  
EASEMENT  
ENCROCHES INTO  
DRIVEWAY. PHOTO  
TAKEN AUGUST 19,



LOOKING EAST NEAR  
STA 202+39.02 EAST  
OF MIDDLE SCHOOL  
ENTRANCE. PHOTO  
TAKEN AUGUST 19,  
2020.



LOOKING WEST  
NEAR STA 209+36.85.  
PHOTO TAKEN  
AUGUST 19, 2020.



## PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. (Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.) Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.



LOOKING N/E NEAR  
STA 209+36.85  
TOWARD  
ADDITIONAL  
AFFECTED SIGNAGE.  
PHOTO TAKEN  
AUGUST 19, 2020.

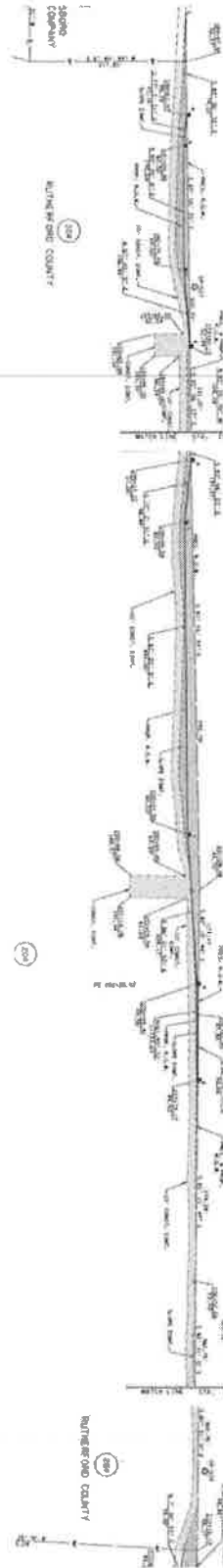


INTERIOR VIEW OF  
SITE AT HIGH  
SCHOOL. PHOTO  
TAKEN AUGUST 19,  
2020.



LOOKING S/E  
TOWARD  
IMPROVEMENTS  
FROM NORTHERN  
SIEGEL ROAD  
ENTRANCE. PHOTO  
TAKEN AUGUST 19,  
2020.

## RIGHT-OF-WAY MAP



State Project No. 75078-2206-54 County Rutherford Tract No. 204  
 Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

## COVID-19 APPRAISER SELF EVALUATION



## COVID-19 SELF-EVALUATION FORM

Created 5/21/2020

NAME: Mark Watson, MAI, CVACircle One: TDOT Employee TDOT ConsultantDATE: 8/19/2020

CDC Symptom Screening Questions	YES	NO
1. Have you been in close contact with a Confirmed case of COVID-19?		X
2. Are you experiencing a cough, shortness of breath, or sore throat?		X
3. Have you had a fever in the last 48 hours?		X
4. Have you had a loss of taste or smell?		X
5. Have you had vomiting or diarrhea in the last 24 hours?		X

Temperature: 98.0

**TDOT Employees:** If you have answered yes to any of the questions above or have a temperature above 100.4°F, do not report to work. Contact your supervisor and follow TDOT Human Resource Guidance.

By signing this form, I am acknowledging that the information answered above is true and accurate.

Signature

Date

8/19/2020

All TDOT COVID-19 Guidance can be found here: <https://www.tn.gov/tdot/covid-19-response.html>

1

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
 Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

## COVID-19 APPRAISER SELF EVALUATION



## COVID-19 SELF-EVALUATION FORM

Created 5/22/2020

NAME: DERRICK FOXCircle One: TDOT Employee TDOT ConsultantDATE: 8/19/2020

CDC Symptom Screening Questions	YES	NO
1. Have you been in close contact with a Confirmed case of COVID-19?		X
2. Are you experiencing a cough, shortness of breath, or sore throat?		X
3. Have you had a fever in the last 48 hours?		X
4. Have you had a loss of taste or smell?		X
5. Have you had vomiting or diarrhea in the last 24 hours?		X

Temperature: 98.3

**TDOT Employees:** If you have answered yes to any of the questions above or have a temperature above 100.4°F, do not report to work. Contact your supervisor and follow TDOT Human Resource Guidance.

By signing this form, I am acknowledging that the information answered above is true and accurate.

Derrick Fox  
Signature

8/19/20  
Date

All TDOT COVID-19 Guidance can be found here: <https://www.tn.gov/tdot/covid-19-response.html>

1

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

## COPY OF LETTER TO PROPERTY OWNER



July 28, 2020

County of Rutherford  
1 Public Square  
Murfreesboro, TN 37130

Re: Thompson Lane Widening Project  
Rutherford County  
Tract Number 204 (Siegel High School)

To Whom It May Concern:

I have been employed by the Tennessee Department of Transportation to appraise a property shown to be in your ownership. The purpose of this appraisal is to establish a basis for possible compensation related to the acquisition of a portion of your property resulting from the Thompson Lane widening project.

This letter is to give you or your designated representative the opportunity to accompany me during my inspection of your property and to discuss the project and its impact on your property. The property is located at 355 W Thompson Lane, Murfreesboro, TN (Tax ID 058 069.01), and a portion of the right-of-way necessary for the construction of this public improvement project is located on your property.

Please contact the Project Manager, Derrick Fox, at 615-469-4710 within ten (10) days so that we may discuss the project with you. Please leave a message with your name, contact information, and the tract number referenced above. We hope to hear from you, but after the ten-day period, in order to meet our contractual obligation with the Tennessee Department of Transportation, we will need to proceed with the appraisal of your property.

Sincerely,

Mark Watson, MAI, CVA  
231 Wilson Pike Circle, Suite 204  
Brentwood, TN 37027  
615-469-4710

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231 Wilson Pike Circle, Suite 204, Brentwood, TN 37027 • (615) 469-4710 • moffett-revell.com

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

# **TAX MAP - SATELLITE VIEW SHOWING ANY FLOOD HAZARD AREAS**

**This is a rough approximation of project boundaries and does not represent a survey.**



State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

## SCOPE OF WORK

### PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the amount due the property owner as a result of acquisition of all, or a portion of, the property for a proposed highway right-of-way project. The value estimate in this report is based on market value. See "Definition of Market Value" below.

### DEFINITION OF MARKET VALUE

All estimates of value prepared for agency acquisitions shall be based on "market value" –as defined and set forth in the *Tennessee Pattern Jury Instructions* 2<sup>nd</sup> Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

### PROPERTY RIGHTS APPRAISED

Basic underlying property rights considered herein are those of a 100% ownership position in Fee Simple, defined as: "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." *The Appraisal of Real Estate, 14<sup>th</sup> ed. Chicago, IL (page 5).*

The proposed acquisition consists of a fee acquisition and/or easement rights for proposed highway construction. The easement rights, if any, consist of the acquisition of less than fee simple title and in these cases the extent of the property rights conveyed have been considered in arriving at the estimate of value.

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during physical inspection of the property and mentioned in this report.

### INTENDED USE

The intended use of this appraisal is to assist the Tennessee Department of Transportation in Right-of-Way acquisition or disposition.

### INTENDED USER

The intended user of this report is the Tennessee Department of Transportation.

NOTE: If this appraisal is limited to the area affected by the acquisition for the proposed project and consists of only a part of the whole property, the value for the portion appraised cannot be used to estimate the value of the whole by mathematical extension.

Plans for the proposed construction, including cross sections of cuts and fills for the subject property, have been considered in arriving at the estimates of market value.

### ATTACHMENTS

Sales information and/or other pertinent information, which is part of this appraisal report and referenced in the text of this appraisal, can be found:

           attached at the end of this report.

  X   in a related market data brochure prepared for this project and which becomes a part of this report.

**SCOPE OF WORK (Continued)**

**SCOPE OF WORK:** The Tennessee Department of Transportation has requested an appraisal to estimate the market value of the property described herein for the purpose of acquisition or disposition. In accordance with the client's request, appropriate/required inspections and investigations have been conducted to gain familiarity with the subject of this report and the market in which it would compete if offered for sale.

Reliable data-subscription services have been utilized as the primary search tool for transfers of vacant land as well as improved properties. Deeds have been read and interviews with property owners and project-area real estate professionals conducted to the extent necessary to gain clarity and market perspective sufficient to develop credible opinions of use and value. Where construction costs are an integral part of the valuation pursuit, national cost services have been employed, but supplemented by local suppliers and contractors where necessary.

Applicable and customary approaches to value have been considered. Each of the traditional approaches to value has been processed or an explanation provided for the absence of one or more in the valuation of the subject property. For acquisition appraisals, furnished Right-of-Way plans have been utilized to visualize the property in an after-state where there is a remainder. Damages and/or special benefits have been considered for all remainders. As well, for acquisition appraisals, a "Formal" appraisal includes all real property aspects of the "Larger Parcel" as defined in this report or the tract as shown on the right-of-way plans, in the acquisition table, or extant on the ground at the time of inspection or date of possession. A "Formal Part-Affected" appraisal generally constitutes something less than a consideration of the entire tract, but in no way eliminates appropriate analyses, or diminishes the amount due owner had a "Formal" appraisal been conducted.

Acquisition appraisals are conducted in accordance with Tennessee's State Rule which asserts that the part acquired must be paid for and that special benefits can only offset damages.

**JURISDICTIONAL EXCEPTION RULE:** Exposure Time. No Jurisdictional Exception since exposure time is not a component of the definition for the value opinion being developed, (See Standard 1-2(c) and Statement 6, Pages U-17 and U-79 of the current edition. Comment changes were made effective with 2012-2013 USPAP edition.

**ASSUMPTIONS, EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL CONDITIONS, AND LIMITING CONDITIONS**

This appraisal report has been made with the following assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions:

- (1) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- (2) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with proper written qualification and only in its entirety.
- (3) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
- (4) Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected*) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- (5) The value estimate is based on building sizes calculated by the appraiser from exterior dimensions taken during the inspection of the subject property. Land areas are based on the Acquisition Table unless otherwise noted in this report.
- (6) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
- (7) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- (8) Responsible ownership and competent property managements are assumed.
- (9) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- (10) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- (11) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- (12) It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
- (13) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
- (14) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA



**SCOPE OF WORK (Continued)**

- (15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
- (16) Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, area-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no additional materials on the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved to remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.
- (17) The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could affect the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the subject property.
- (18) The public improvement project or its anticipation cannot be considered in the "before" value estimate; however, when there is a "remainder", the public improvement project must be considered as to its influence on said remainder(CFR, Title 49, Subtitle A, Part 24, Subpart B, Sec. 24.103(b). Source: FAQ 235
- (19) This appraisal contains a hypothetical condition that the subject roadway project will be constructed according to plans and cross sections referenced in this report. The use of this hypothetical condition might have affected the assignment results.
- (20) Applicable to Formal Part-Affected type of appraisal – when all the land area and/or all improvements are not appraised this is considered a hypothetical condition. The use of this hypothetical condition might have affected assignment results.

## CERTIFICATION STATEMENT

I certify that to the best of my knowledge and belief:

- (1) The statements of fact contained in this report are true and correct.
- (2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- (3) I have no (or the specified) present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.
- (4) That I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment
- (5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (6) ~~My engagement in this assignment was not contingent upon developing or reporting predetermined results.~~
- (7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- (8) My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*, Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (the "Uniform Act"), and *TDOT Guidelines for Appraisers*.
- (9) I have made a personal inspection of the property that is the subject of this report. (If more than one person signs the certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property). I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were represented by the photographs contained in said appraisal and/or market data brochure.
- (10) Derrick T. Fox, Tennessee Certified General Real Estate Appraiser 4859, provided significant real property appraisal assistance to the person signing this certification in the form of subject and comparable research, subject and comparable inspections, and report writing.
- (11) That I understand that said appraisal is to be used in connection with the acquisition of right-of-way for highway purposes to be constructed by the Tennessee Department of Transportation with ☐ without ☒ the assistance of Federal-aid highway funds or other federal funds.
- (12) That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.
- (13) That any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.
- (14) That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the State Department of Transportation of said State or officials of the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am released from this obligation by having publicly testified to such findings.
- (14A) As of the date of this report, Mark T. Watson, MAI, CVA has completed the continuing education program for Designated Members of the Appraisal Institute.

State Project No. 75078-2206-54 County Rutherford Tract No. 204  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA

(15) THAT the OWNER (Name) Rutherford County was contacted on (Date) July 28, 2020.

☐ In Person ☐ By Phone ☒ \*By Mail, and was given an opportunity for his or her designated representative  
(Name) N/A- No Response from Owner to accompany the appraiser during his or her inspection of the subject  
property. The owner or his representative Declined ☒ Accepted ☐ to accompany appraiser on (Date) August 19, 2020

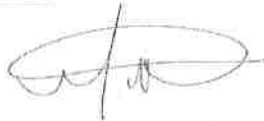
*\*If by mail attach copy to 2A-12*Date(s) of inspection of subject August 19, 2020Date(s) of inspection of comparable sales Sale No. 1:5/19/2019; Sale No. 2:6/8/2018; Sale No. 3:12/28/2016

(16) That the centerline and/or right-of-way limits were staked sufficiently for proper identification on this tract.

(17) That the roadway cross sections were furnished to me and/or made available and have been used in the preparation of this appraisal.

(18) That my (our) opinion of the fair market value of the acquisition as of the 19th day of August, 2020.is \$24,020 Based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature


Date of Report 12/29/2020State of Tennessee Certified General Real Estate Appraiser License Number CG3655

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## Land Comparables

**VACANT LAND  
MARKET DATA**  
(Sales & Rentals)

Address or General Location 3895 Manchester Pike, Murfreesboro, Tennessee, 37127  
Directions to Property From downtown Murfreesboro, head south on Highway 41. The comparable is on the left just past Dilton Mankin Road.

Tax Map and Parcel No. 126 024.00 Instrument Number 1683/2530 Property Rights Fee Simple  
Grantor James and Barbara Ellis Grantee Swanson Development, LP  
Date of Sale 6/12/2018 Verified Consideration \$1,167,325 Verified MLS#1899408, Deed, Listing Broker  
Financing: Type Typical Interest Rate N/A Terms N/A  
MOTIVATION OF SALE Typical

**PHYSICAL CHARACTERISTICS**

Land Area: Sq.Ft. 1,960,192 Acres 45 Dimensions 656X2454 IRR Frontage 0 Depth 0  
Shape Roughly rectangular Site/View Average  
Topography Generally Level Access Average  
On-Site Improvements 1,675 SqFt Residence  
Encumbrances: (Easements, etc.) No adverse known

OFF SITE IMPROVEMENTS: Paved Street ☒ Gravel Road ☐ Sidewalk ☐ Curb ☐ Gutters ☐  
UTILITIES AVAILABLE: Water ☒ Electric ☒ Telephone ☒ Gas ☒ Sewer ☒ Septic System ☐  
Zoning RM Highest and Best Use Subdivision

**COMMENTS:**

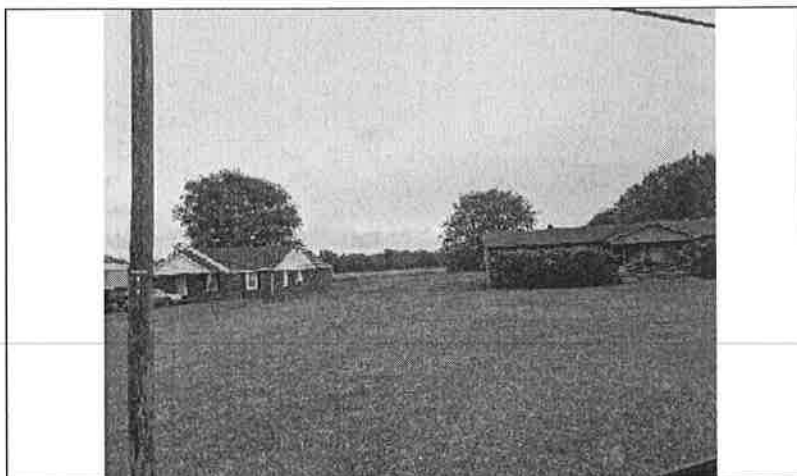
This comparable is a raw land site purchased with the intent to develop a single-family residential development. The site borders recent residential development and is cleared agricultural land. The number of proposed units was not known at the time of sale, and the land has not been developed. A 1,675 square foot home was on the site at purchase though the site was purchased for land value. The comparable was verified with the Listing Agent by Appraiser Derrick Fox.

VERIFIED Sales Price..... \$ 1,167,325  
(1) Adj. for Property Rights Conveyed.....\$ 0  
(2) Adj. for Financing Terms.....\$ 0  
(3) Adj. for Conditions of Sale.....\$ 0  
CASH EQUIVALENT Sales Price of Comparable Sale..... \$ 1,167,325

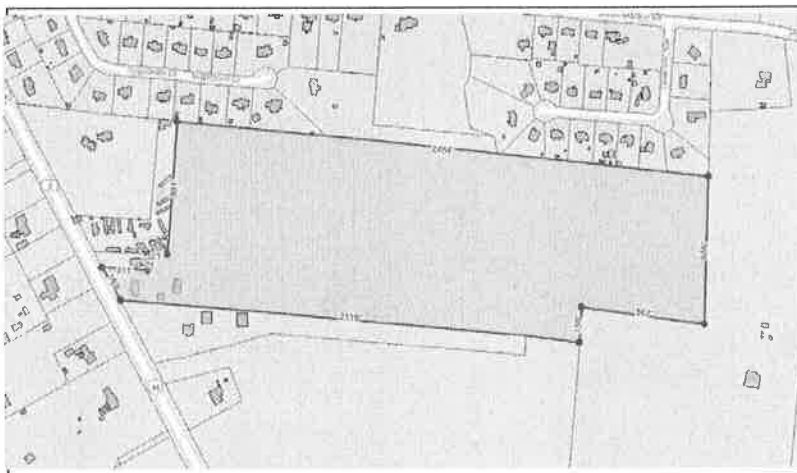
**ADJUSTED UNIT OF COMPARISON**

\$0.60 Per Sq. Ft. \$25,941 Per Acre Per F.F. Per Lot

State Project No. 75078-2206-54 County Rutherford Sale No. 1  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA



State Project #: 75078-2206-54  
Federal Project #: STP-M-268(4)  
Sale No.: 1  
Subject: Photograph  
Date Picture Taken: 5/19/2019



State Project #: 75078-2206-54  
Federal Project #: STP-M-268(4)  
Sale No.: 1  
Subject: Zoning/Topography Map

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State Project No.	<u>75078-2206-54</u>	County	<u>Rutherford</u>	Sale No.	<u>1</u>
Federal Project No.	<u>STP-M-268(4)</u>	Name of Appraiser	<u>Mark T. Watson, MAI, CVA</u>		

**VACANT LAND  
MARKET DATA**  
(Sales & Rentals)

Address or General Location River Downs Blvd, Murfreesboro, Tennessee, 37128  
Directions to Property From Veterans Parkway at Church Street in Murfreesboro, head West on Veterans Parkway. Turn right onto Greenview Drive. The street dead ends into the subject property.

Tax Map and Parcel No. 124 008.03 Instrument Number 1713/1447 Property Rights Fee Simple  
Grantor River Downs Mboro, LLC Grantee Greenland Partners LLC  
Date of Sale 9/20/2018 Verified Consideration \$975,000 Verified Contract, Deed, Owner  
Financing: Type Typical Interest Rate N/A Terms N/A  
MOTIVATION OF SALE Typical

**PHYSICAL CHARACTERISTICS**

Land Area: Sq.Ft. 750,103 Acres 17.22 Dimensions IRR Frontage 0 Depth 0  
Shape Irregular Site/View Typical  
Topography Level Access Typical  
On-Site Improvements None  
Encumbrances: (Easements, etc.) None adverse known

OFF SITE IMPROVEMENTS: Paved Street ☒ Gravel Road ☐ Sidewalk ☒ Curb ☒ Gutters ☒  
UTILITIES AVAILABLE: Water ☒ Electric ☒ Telephone ☒ Gas ☐ Sewer ☒ Septic System ☐  
Zoning RS-10 Highest and Best Use Subdivision

**COMMENTS:**

The comparable is located between three existing subdivisions in southern Murfreesboro. Some of the surrounding subdivisions do not have sewer access, but the comparable has access to this utility. The property was not listed on the open market, but the sale price appears to approximate market value. The sale was confirmed with the purchaser by Appraiser Derrick Fox.

VERIFIED Sales Price..... \$ 975,000  
(1) Adj. for Property Rights Conveyed.....\$ 0  
(2) Adj. for Financing Terms.....\$ 0  
(3) Adj. for Conditions of Sale.....\$ 0  
CASH EQUIVALENT Sales Price of Comparable Sale..... \$ 975,000

**ADJUSTED UNIT OF COMPARISON**

\$1.30 Per Sq. Ft. \$56,620 Per Acre Per F.F. Per Lot

State Project No. 75078-2206-54 County Rutherford Sale No. 2  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA



**State Project #:** 75078-2206-54  
**Federal Project #:** STP-M-268(4)  
**Sale No.:** 2  
**Subject:** Photograph  
**Date Picture Taken:** 6/8/2018



**State Project #:** 75078-2206-54  
**Federal Project #:** STP-M-268(4)  
**Sale No.:** 2  
**Subject:** Zoning/Topography Map

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State Project No.	<u>75078-2206-54</u>	County	<u>Rutherford</u>	Sale No.	<u>2</u>
Federal Project No.	<u>STP-M-268(4)</u>	Name of Appraiser	<u>Mark T. Watson, MAI, CVA</u>		



**VACANT LAND  
MARKET DATA**  
(Sales & Rentals)

Address or General Location Cloverhill Drive, Murfreesboro, Tennessee, 37129  
Directions to Property From I-24 at Fortress Blvd, head west on Fortress. Turn right onto Manson Pike. Turn left onto John Lee Ln into subdivision.

Tax Map and Parcel No. 078 027.06, 027.02, Instrument Number 1579/1896 Property Rights Fee Simple  
Grantor Robert L. and Sherrill P. Latimer Grantee Lennar Homes Of Tennessee LLC  
Date of Sale 6/2/2017 Verified Consideration \$1,380,000 Verified Prior Appraisal, Owner, Deed  
Financing: Type None Interest Rate N/A Terms N/A  
MOTIVATION OF SALE Typical

**PHYSICAL CHARACTERISTICS**

Land Area: Sq.Ft. 1,284,149 Acres 29.48 Dimensions IRR Frontage 0 Depth 0  
Shape Irregular Site/View Average  
Topography Mixed Access Typical  
On-Site Improvements None  
Encumbrances: (Easements, etc.) None adverse known

OFF SITE IMPROVEMENTS: Paved Street ☒ Gravel Road ☐ Sidewalk ☐ Curb ☒ Gutters ☒

UTILITIES AVAILABLE: Water ☒ Electric ☒ Telephone ☒ Gas ☐ Sewer ☒ Septic System ☐  
Zoning RS-12 Highest and Best Use Subdivision

**COMMENTS:**

The comparable consists of proposed sections 5-9 of the existing Blackman Farms subdivision in Murfreesboro. The undeveloped land was sold to a national home builder. The sale was confirmed by Drew Gaw as part of the appraisal process.

VERIFIED Sales Price..... \$ 1,380,000  
(1) Adj. for Property Rights Conveyed.....\$ 0  
(2) Adj. for Financing Terms.....\$ 0  
(3) Adj. for Conditions of Sale.....\$ 0  
CASH EQUIVALENT Sales Price of Comparable Sale..... \$ 1,380,000

**ADJUSTED UNIT OF COMPARISON**

\$1.07 Per Sq. Ft. \$46,811 Per Acre Per F.F. Per Lot

State Project No. 75078-2206-54 County Rutherford Sale No. 3  
Federal Project No. STP-M-268(4) Name of Appraiser Mark T. Watson, MAI, CVA



**State Project #:** 75078-2206-54  
**Federal Project #:** STP-M-268(4)  
**Sale No.:** 3  
**Subject:** Photograph  
**Date Picture Taken:** 12/28/2016



**State Project #:** 75078-2206-54  
**Federal Project #:** STP-M-268(4)  
**Sale No.:** 3  
**Subject:** Zoning/Topography Map

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State Project No.	<u>75078-2206-54</u>	County	<u>Rutherford</u>	Sale No.	<u>3</u>
Federal Project No.	<u>STP-M-268(4)</u>	Name of Appraiser	<u>Mark T. Watson, MAI, CVA</u>		

**State of Tennessee Department of Transportation  
Approved Offer Compensation**

State Project No:	75078-2206-54	County/s:	Rutherford
Federal Project No:	STP-M-268(4)	Field Office	Region 3
PIN #:	115906.00	Form 2 Date:	6/15/2021
Property Owner:	Rutherford County		
Tax Map/Parcel No:	058-069.01	Tract No:	204

**SUMMARY OF REPORTS**

PERSONNEL	APPRAISER'S NAME	APPRAISAL AMOUNT	EFFECTIVE VALUATION	TYPE REPORT
	Mark T. Watson, MAI, CVA	\$24,020	8/19/2020	Formal Part Affected

**APPROVED ACQUISITION AREAS/COMPENSATION**

INTERESTS ACQUIRED	ORIGINAL ACQUISITION AREAS	ORIGINAL APPROVED COMP.	REVISED ACQUISITION AREAS	REVISED APPROVED COMPENSATION	ALTERNATE ACQUISITION AREAS	ALTERNATE APPROVED COMP.
LAND (FEE SIMPLE)	0.219 Acres	\$7,665	0.219 Acres	\$7,665		
PDE	0	\$0	0	\$0		
SLOPE EASEMENT	0.201 Acres	\$3,518	0.201 Acres	\$3,518		
TCE	0.466 Acres	\$6,524	0.466 Acres	\$6,524		
AIR RIGHTS	0	\$0		\$0		
OTHER		\$2		\$9		
(LAND OWNER) IMPROVEMENTS		\$6,311		\$2,124		
(LAND OWNER) DAMAGES/BENEFIT		\$0		\$0		
APPROVED OFFER AMOUNT		\$24,020		\$19,840		
UTILITY ADJUSTMENT		\$0		\$0		
(LAND OWNER) TOTAL		\$24,020		\$19,840		
TENANT IMPROVEMENTS TOTAL		\$0		\$0		
FORM 2 GRAND TOTAL		\$24,020		\$19,840		

**ORIGINAL AREA SUMMARY**

ORIGINAL AREA BEFORE	ORIGINAL AREA ACQUIRED	ORIGINAL AREA AFTER
104.891 Acres	0.219 Acres	104.672 Acres

**ALTERNATE AREA SUMMARY**

ALTERNATE AREA ACQUIRED	ALTERNATE AREA AFTER ACQUISITION

**COMMENTS TO NEGOTIATOR**

This revised Form 2 issued, 6-15-2021, removes the payment for the sign and posts (\$4,187) included in the amount due owner. The metal sign and posts will be moved or relocated by the TDOT relocation department. Thus the amount due owner is slightly reduced to prevent double payment or compensation. The fee simple basis for the amount due owner is \$35,000/Acre. The slope easement amount due owner is based on 50% of the fee simple value base. The temporary construction easement amount due owner is based on 10% of the fee simple easement for the 4 year term of the temporary construction easement. The improvements acquired include: concrete curbing, concrete sidewalks, asphalt paving.



Completed By: R. Rhett Turner, MAI, SR/WA

Agency Staff Approval: (If Consultant)

RUTHERFORD COUNTY 9<sup>TH</sup> C.D.

Federal Project: STP-M-268(4)

State Project: 75078-2206-54

**RUTHERFORD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
TENNESSEE**

Tract 204

Map: 58, Parcel: 69.01

Located in Rutherford County, Tennessee

Parcel 1 – Beginning at a point on the existing south margin of S.R. 268, said point being 55.78' right of S.R. 268 proposed centerline station 190 + 61.97; thence with said existing margin S 83° 56'33" E 320.20' to a point, said point being 52.39' right of S.R. 268 proposed centerline station 193 + 82.15; thence with the proposed south margin of said road as follows: <sup>(1)</sup> N 87° 41'05" W 106.92', <sup>(2)</sup> N 83° 20'09" W 170.69', <sup>(3)</sup> N 77° 03'31" W 43.15' to the point of beginning.

Parcel 2 – Beginning at a point on the existing south margin of S.R. 268, said point being 51.00' right of S.R. 268 proposed centerline station 195 + 13.22; thence with said existing margin as follows: <sup>(1)</sup> S 83° 56'33" E 595.79', <sup>(2)</sup> S 82°15'44" E 264.13' to a point, said point being 49.50' right of S.R. 268 proposed centerline station 203 +73.17; thence with the proposed south margin of said road as follows: <sup>(1)</sup> having a 61,437.22' radius curve left and westerly having chord bearing of N 83°16'25" W with a length of 133.64', <sup>(2)</sup> N 86° 21'53" W 208.17', <sup>(3)</sup> N 83° 20'09" W 432.00', <sup>(4)</sup> N 77° 03'31" W 86.84' to the point of beginning.

Parcels 1 and 2 combined contain 0.220 acres.

The above described property is hereby conveyed in fee simple.

Parcel A – Beginning at the point of intersection of the existing south margin of S.R. 268 and the east boundary of the Murfreesboro Electric Department property (Tract 202), said point of intersection being 56.57' right of S.R. 268 proposed centerline station 189 + 87.95; thence with said existing margin S 83° 56'33" E 74.02' to a point; thence with the proposed south margin of said road as described in Parcel 1 above as follows: <sup>(1)</sup> S 77° 03'31" E 43.15', <sup>(2)</sup> S 83° 20'09" E 170.69', <sup>(3)</sup> S 87° 41'05" E 50' ± to a point; thence with the meander of the slope westerly 339' ± to a point; thence with said east boundary N 06° 40'48" E 4' ± to the point of beginning.

Parcel B – Beginning at a point on the existing south margin of S.R. 268, said point being 52.39' left of S.R. 268 proposed centerline station 193 + 82.15; thence with said existing margin S 83° 56'33" E 131.07' to a point; thence with the proposed south margin of said road as described in Parcel 2 above as follows: <sup>(1)</sup> S 77° 03'31" E 86.84', <sup>(2)</sup> S 83° 20'09" E 432.00', <sup>(3)</sup> S 86° 21'53" E 38' ± to a point; thence with the meander of the slope westerly 701' ± to a point; thence with the proposed south margin of said road as described in Parcel 1 above S 87° 41'05" E 11' ± to the point of beginning.

Parcel C – Beginning at a point on the proposed south margin of S.R. 268, said point being 49.50' right of S.R. 268 proposed centerline station 202 + 39.42; thence with said proposed south margin as described in Parcel 2 above having a 61,437.22' radius curve right and easterly 133.64' to a point; thence with the existing south margin of said road as follows: <sup>(1)</sup> S 82° 15'44" E 279.28', <sup>(2)</sup> S 82° 31'00" E 160' ± to a point; thence with the meander of the slope westerly 630' ± to a point; thence with said proposed south margin S 86° 21'53" E 57' ± to the point of beginning.

Parcel D – Beginning at the point of intersection of the existing south margin of S.R. 268 and the west boundary of the First United Methodist Church of Murfreesboro property (Tract 210), said point of intersection being 55.17' right of S.R. 268 proposed centerline station 210 + 15.73; thence with said west boundary S 10° 15'09" W 20' ± to a point; thence with the meander of the slope as follows: <sup>(1)</sup> westerly 8' ±, <sup>(2)</sup> northerly 3' ±, <sup>(3)</sup> northwesterly 55' ± to a point; thence with said existing margin S 82° 31'00" E 61' ± to the point of beginning.

Parcels A, B, C, and D combined contain 0.201 acres.

The above described property is hereby conveyed as a permanent easement for construction and maintenance of slopes outside the existing right of way line. The land described above, on which the slopes are to be constructed, is to remain the property of the Grantor(s) and may be used for any purpose desired, provided such use does not interfere with the use or maintenance of said slopes.

Beginning at the point of intersection of the existing south margin of S.R. 268 and the east boundary of said Murfreesboro Electric Department property, said point of intersection being 56.57' right of S.R. 268 proposed centerline station 189 + 87.95; thence with said existing margin S 83° 56'33" E 74.02' to a point; thence with the proposed south margin of said road as described in Parcel 1 above as follows: <sup>(1)</sup> S 77° 03'31" E 43.15', <sup>(2)</sup> S 83° 20'09" E 170.69', <sup>(3)</sup> S 87° 41'05" E 106.92' to a point; thence with said existing south margin S 83° 56'33" E 131.07' to a point; thence with the proposed south margin of said road as described in Parcel 2 above as follows: <sup>(1)</sup> S 77° 03'31" E 86.84', <sup>(2)</sup> S 83° 20'09" E 432.00', <sup>(3)</sup> S 86° 21'53" E 208.17', <sup>(4)</sup> having a 61,437.22' radius curve right and easterly 133.64' to a point; thence with said existing south margin as follows: <sup>(1)</sup> S 82° 15'44" E 279.28', <sup>(2)</sup> S 82° 31'00" E 362.75' to a point; thence with the west boundary of said First United Methodist Church of Murfreesboro property (Tract 210) S 10°

15'09" W 30' ± to a point; thence with the proposed margin of the herein described working area as follows: <sup>(1)</sup> westerly 898' ± <sup>(2)</sup> southerly 80' ± <sup>(3)</sup> westerly 30' ± <sup>(4)</sup> northerly 77' ± <sup>(5)</sup> westerly 697' ± <sup>(6)</sup> southerly 35' ± <sup>(7)</sup> westerly 30' ± <sup>(8)</sup> northerly 39' ± <sup>(9)</sup> westerly 380' ± to a point; thence with said east boundary N 06° 40'48" E 14' ± to the point of beginning, containing 0.466 acres.

Included but excluded are Parcels A, B, C, and D described above.

The above described property is hereby conveyed as an easement for the construction of a working area and erosion control outside of the proposed right of way line. The title to the above described land remains vested in the Grantor(s) and is to be used by the State of Tennessee, its contractors or assigns for a period of 4 years, from and after the commencement of construction.

#### Reference

Deed Book 673, Page 380 in Register's Office of Rutherford County, Tennessee

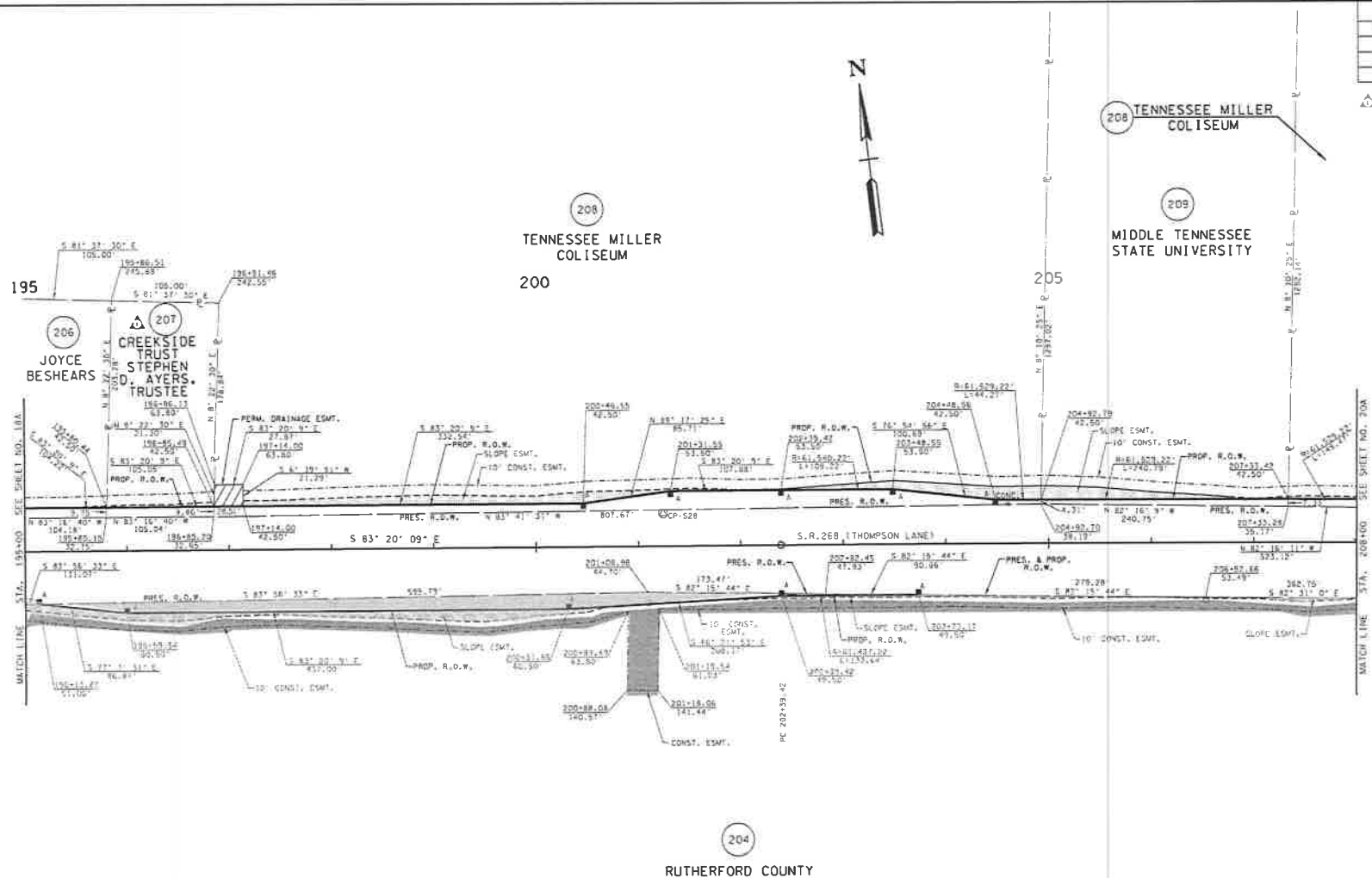
Property Address:

355 W. Thompson Lane

Murfreesboro, TN 37129

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-W-268(4)	15A

REVISED 7/24/2020; UPDATED PROPERTY OWNER.



R.O.W.  
PLANS

SEALED BY

COORDINATES ARE NAD83/1995;  
ARE DATUM ADJUSTED BY THE  
FACTOR OF 0.000070 AND TIED TO  
THE TYPICAL ELEVATIONS ARE  
REFERENCED TO THE NAVD83.

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

R.O.W.  
DETAILS

STA. 195+00 TO STA. 208+00

SCALE: 1" = 50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2020	5TH-M-2650E	24

REVISD 7-24-2020: UPDATED PROPERTY OWNER AND PARCEL INFORMATION FOR TRACTS 207, 216, & 217.

# R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA ACRES			AREA TO BE ACQUIRED ACRES			AREA REMAINING ACRES		EASEMENT (SQUARE FEET)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERM DRAINAGE	SLOPE	CONST.	UTILITY
				BK.	PAGE												
201	Blue Sky Construction, Inc.	058	082.00	1477	2539	23.803		23.803	0.131		0.131	23.572		840	0.182 AC	0.128 AC	
202	Murreesboro Electric Company	058	069.03	594	506		1.000	1.000					1.000		362	1760	
203	Blue Sky Construction, Inc.	058	051.00	1477	2539	9.051		9.051	1540 S.F.		1540 S.F.	9.006			0.201 AC	0.469 AC	
204	Rutherford County	058	069.01	673	360		104.991	104.891		0.219		104.672			1263	2520	
205	Caroline Farms	058	080.00	1552	3407.3408	22.843		22.843	2773 S.F.		2773 S.F.	22.878			86	1043	
206	Joyce Beshears	058	078.01	544	2120	0.504		0.504	1010 S.F.		1010 S.F.	0.481			232	1062	
207	Deekalos Trust Stephen D' Ayers, Trustee	058	078.00	1584	1861	0.508		0.508	1030 S.F.		1030 S.F.	0.482			1591	0.228 AC	0.289 AC
208	Tennessee Miller Coliseum	058	078.00	353	752	142.067		142.067	0.303		0.303	142.574			1649	2411	
209	Middle Tennessee State University	058	078.01	581	15	7.187		7.187	1421 S.F.		1421 S.F.	7.154			0.111 AC	0.266 AC	
210	First United Methodist Church	058	069.03	832	2241		10.958	19.958		1143 S.F.	1143 S.F.		19.932	1725			
211	Delton Eckart and wife, Janet L. Eckart	058	078.01	511	2178	0.318		0.318	765 S.F.		765 S.F.	0.300			768	1218	
212	Delton Eckart	058	078.00	642	2063	0.501		0.501									
213	Delton Eckart and wife, Janet L. Eckart	058	075.00	512	2071	0.230		0.289	651 S.F.		651 S.F.	0.274			115	1170	
214	Delton Eckart and wife, Janet L. Eckart	058	074.00	512	2042	1.912		1.912	847 S.F.		847 S.F.	1.893			171	649	
215	Delton Eckart and wife, Janet L. Eckart	058	078.00	512	2063	0.994		0.904	1071 S.F.		1071 S.F.	0.969			279	1279	
216	Brian Harsh and Beverly Wallace	058M D	001.04	1995	1223	0.343		0.343	795 S.F.		795 S.F.	0.325			952	1053	
217	Brenda McKenzie	058M D	001.03	1301	1776	0.335		0.335	858 S.F.		858 S.F.	0.318			1678	1156	
218	Stanley P. Vaught & John Higgins	058M D	001.02	1333	2400	0.480		0.480	1191 S.F.		1191 S.F.	0.454		689	1114	1423	
219	F. Clyde Wilson and wife, Gayla Y. Wilson	058M D	001.01	614	120	0.545		0.545	1584 S.F.		1584 S.F.	0.509			308	1759	
220	Rachael B. Bondage	058M D	001.00	646	711	0.509		0.509									
221	Kenneth M. Fobes	058M D	008.02	540	3560	0.163		0.163									
222	City of Murfreesboro	058	069.02	525	483		29.079	29.079	2407 S.F.		2407 S.F.		29.024	957	1611	0.187 AC	
223	Wild Amnesia Apartments	058	059.02	628	59	18.374		18.374	2325 S.F.		2325 S.F.	18.321		496	545	3833	
224	Rock Smith and wife, Donna Smith	058M E	001.00	385	3353	0.895		0.895	88 S.F.		88 S.F.	0.890			533	1282	
225	Rock Smith and wife, Donna Smith	058M E	008.00	1051	3163	1.575		1.575				1.575			84	360	
226	James M. Biddle	058M E	010.00	1250	1826	1.092		1.092				1.092			242	1850	
227	WTRC, LLC	058M E	009.00	701	2092	6.644		6.644				6.644			9	575	
228	Pinnacle Rutherford Real Estate Inc.	058M E	002.00	700	2023	0.967		0.967	191 S.F.		191 S.F.	0.963			559	1852	
229	First Tennessee Bank	058M F	008.00	400	454		1.201	1.201	279 S.F.		279 S.F.		1.195		1563	1883	
230	3343 Memorial LLC	058M F	007.00	1276	1508		12.957	12.957	912 S.F.		912 S.F.		12.576	1473	83	305	422
231	Pradeep Agnihotri	058M F	002.00	150	1276	0.932		0.932				0.932					
232	B & H Construction	058M F	002.00	1162	2821												
233	Kimberly D. Pitts	058M F	010.02	773	1359							1.303					
234	HO Investments	058M F	003.00	677	1384	1.303		1.303									
235	Stones River Center	058M F	011.01	304	507							1.303					
236	Jose Ornela	058M F	008.00	112	2314	1.303		1.303									
237	Stones River Center	058M F	011.02	504	599							1.226					
238	McBenedict Corporation	058M F	004.00	434	1309	1.226		1.226									
239	George M. Larkin's	058M D	011.10	636	3266												
240	Future Restaurants	058M D	011.09	1137	3620												
241	Antioch Shopping Center	058M F	005.00	172	2621		1.515	1.515	1671 S.F.		1671 S.F.		1.477				4086
242	Mapco Express Inc.	058M D	001.05	741	3464												
243	Mapco Express Inc.	058M D	002.00	741	3466												
244	United States of America	059	053.00	84	1-6												
245	RT TN2 LLC	058M E	003.00	52	1482		1.730	1.730					1.730			661	
246	Pitts Third Bank	058M E	004.00	807	2507		1.050	1.050									
247	Mark A. Pirie	058M E	005.00	52	1449		1.145	1.145									
248	Publix	058M E	006.00	701	2379		1.361	1.361									
249	City of Murfreesboro	058M E	009.01	443	109	3567 S.F.		3567 S.F.						3567 S.F.			
250	Anthony R. Toynne	058	057.00	325	729		1.519	1.519						1.519			

R.O.W.  
PLANS

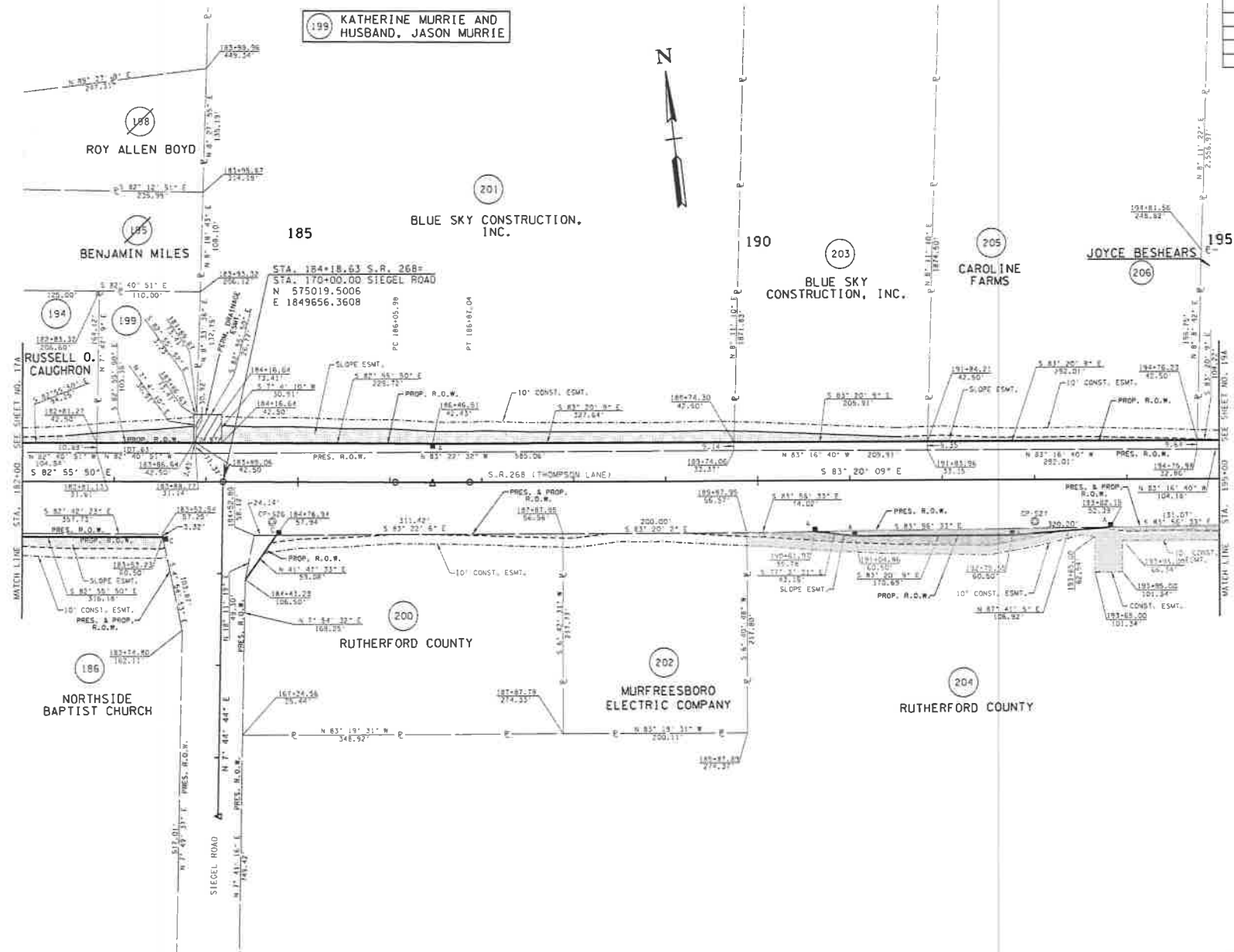
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STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY  
ACQUISITION  
TABLE



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	S7P-W-266(4)	18A



R.O.W.  
PLANS

SEALD BY

COORDINATES ARE NAD(83)(1995),  
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REFERENCED TO THE NAVD 1985.

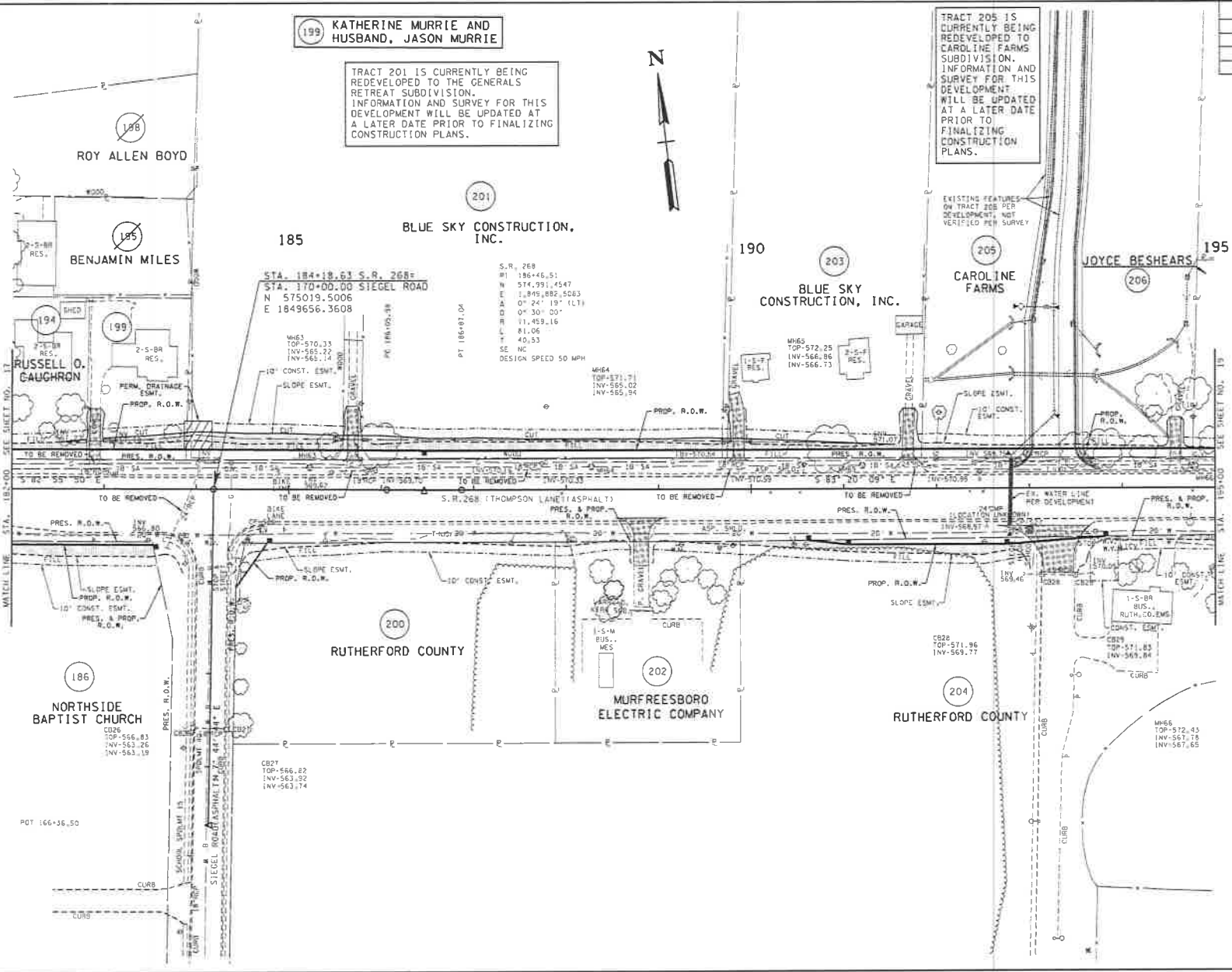
STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

R.O.W.  
DETAILS

STA. 182+00 TO STA. 195+00

SCALE: 1"=50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2018	STP-4-265(4)	18



R.O.W.  
PLANS

SEALED BY

COORDINATES ARE UNADJUSTED  
AND DATUM ADJUSTED BY THE  
FACON OF 1980/80 AND FED TO  
THE TOWN ALL ELEVATIONS ARE  
REFERENCE TO THE NAVD 83.

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

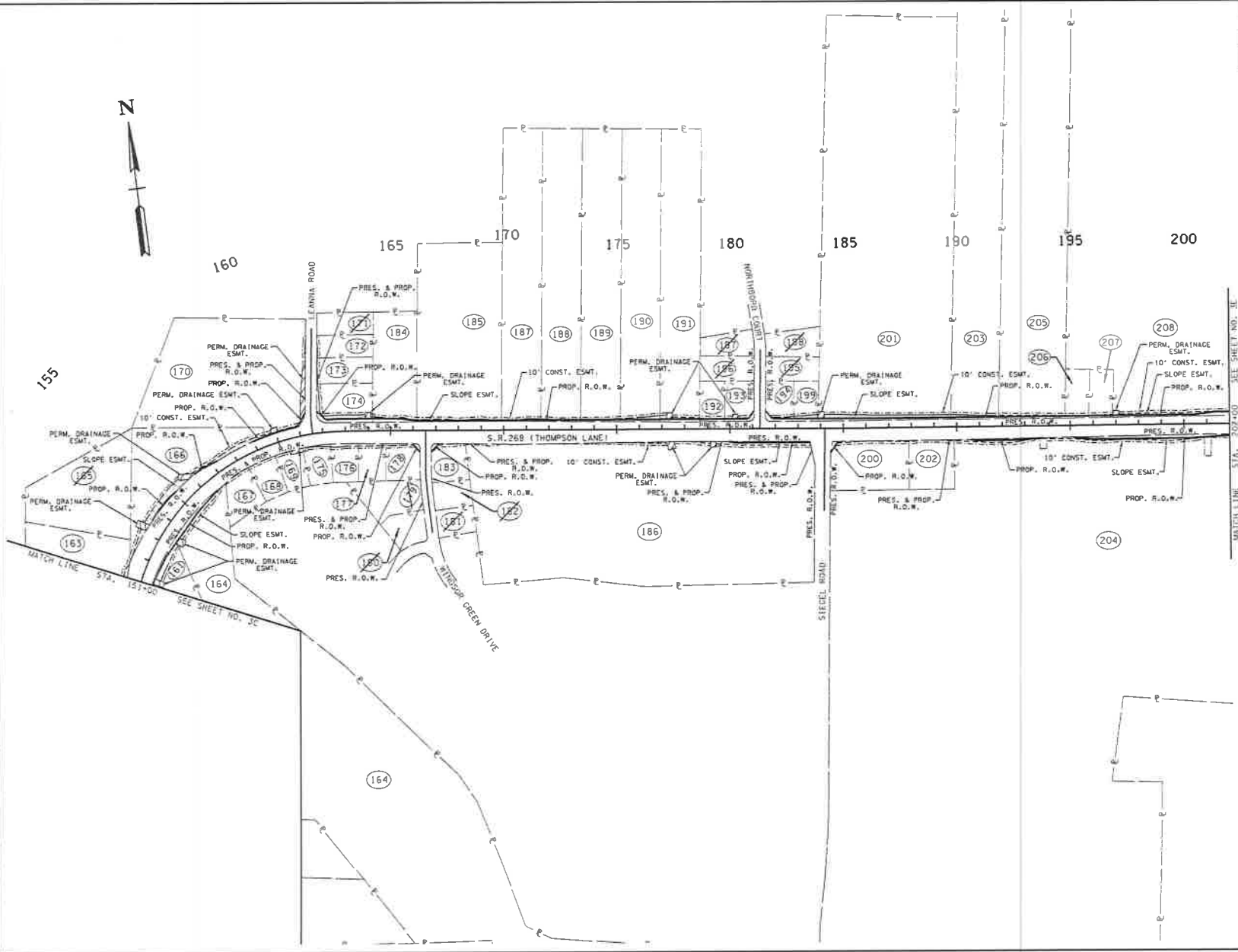
PRESENT  
LAYOUT

STA. 182+00 TO STA. 195+00

SCALE: 1" = 50'

4/22/2018 9:22:05 AM  
K:\2018 Projects\18-020- SR-263 Thompson Lane Transportation\Sheets\18.pnt

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	30



MATCH LINE STA. 151+00 SEE SHEET NO. 29

**R.O.W.  
PLANS**

SEALED BY

COORDINATES ARE NAD83/UTM  
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FACTOR OF 1.000000 AND TIED TO  
THE TOWN ALL ELEVATIONS ARE  
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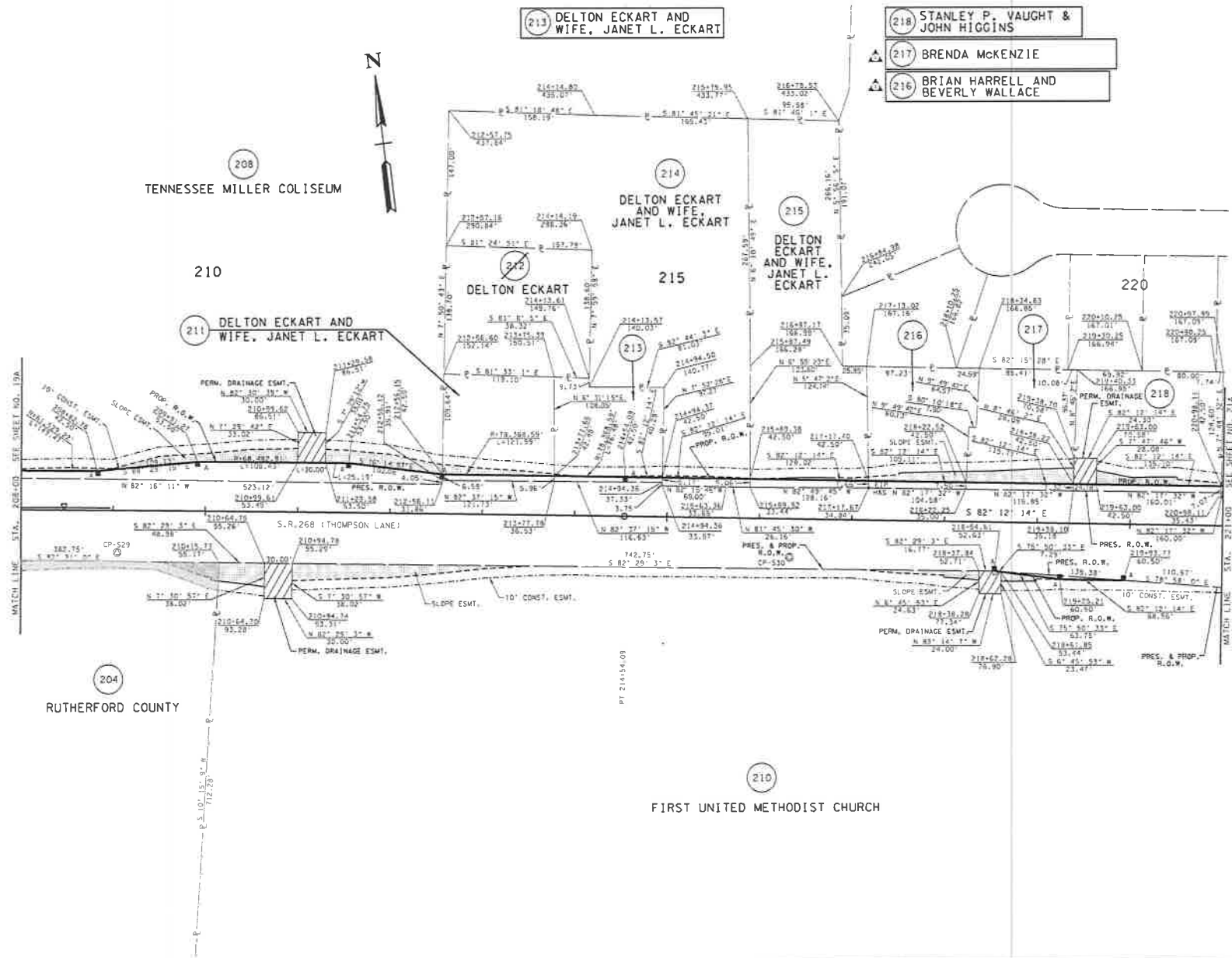
STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

**PROPERTY  
MAP**  
STA. 151+00 TO STA. 202+00  
SCALE: 1"=200'

\\fz208.940742.m  
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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-N-266(4)	224

REVISED 7/24/2020, UPDATED PROPERTY OWNER FOR TRACTS 216, & 217.



R.O.W.  
PLANS

SEALED BY

COORDINATES ARE NAD83/0995,  
ARE DATUM ADJUSTED BY THE  
FACTOR OF 0.000010 AND TIED TO  
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REFERENCED TO THE NAVD83.

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

R.O.W.  
DETAILS

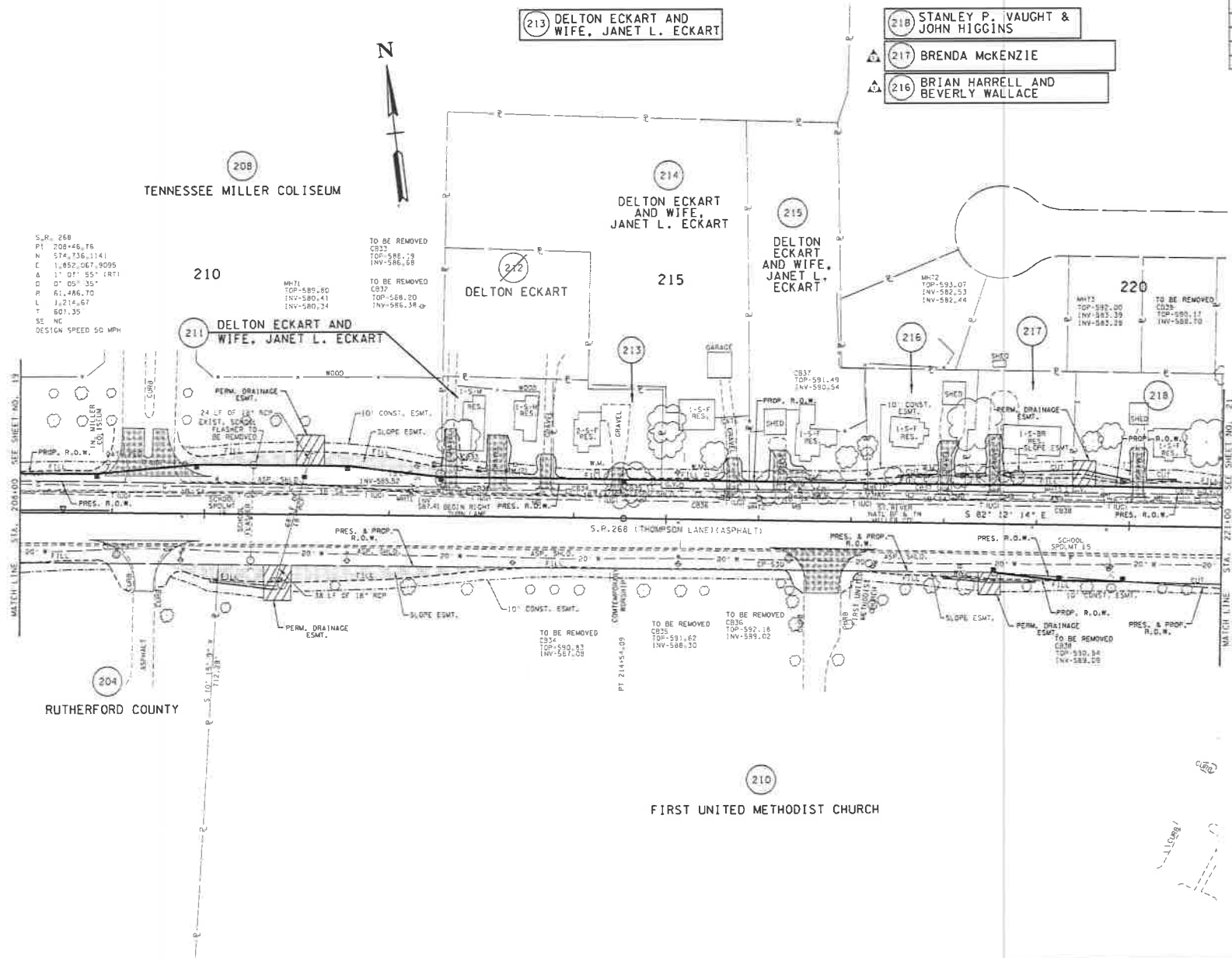
STA. 208+00 TO STA. 221+00

SCALE: 1"=50'

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-W-268(K)	20

REVISD 7/24/2020: UPDATED PROPERTY OWNER FOR TRACTS 216 & 217.



R.O.W.  
PLANS

SEALED BY

COORDINATES ARE NAD83/1995, ARE DATUM ADJUSTED BY THE FACTOR OF 1.000000 AND TIED TO THE TOWN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD83.

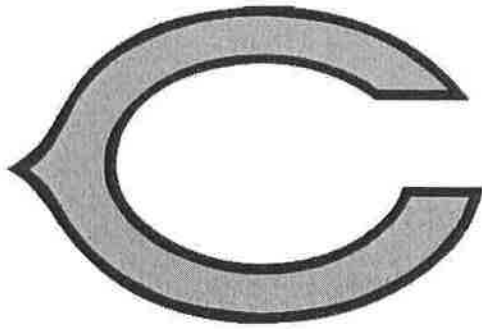
STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

PRESENT  
LAYOUT

STA. 208+00 TO STA. 221+00

SCALE: 1" = 50'

PROJECT: STP-W-268(K) - RUTHERFORD COUNTY, TENNESSEE  
DATE: 7/24/2020  
DRAWN BY: J. L. HIGGINS  
CHECKED BY: J. L. HIGGINS  
APPROVED BY: J. L. HIGGINS  
PROJECT NO.: STP-W-268(K)  
SHEET NO.: 20



## Christiana Middle School

Dr. Kyle Nix, Principal

Zane Perry, Assistant Principal  
Marci Turner, Assistant Principal

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January 14, 2022

To Whom It May Concern,

The Christiana Middle School softball team would like to request permission to place a pre-fabricated shed outside of the concession stand area of our softball field (see attached photo for reference). Our softball field is used not only by our team, but also by community teams sponsored by TSBA. TSBA has full access to our field as well as our concession stand, and without a shed designated specifically to my team, they also have access to any equipment/items we may have that are stored in the concession stand.

Although we love providing our community with the opportunity to use our field and grow our programs, we would also like to have a private area to store the items that our players, parents, and program purchase for CHMS softball use only. Thank for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle M. Nix'. The signature is fluid and cursive.

Dr. Kyle Nix

Principal

Christiana Middle School

Attached:

1. Application for Campus Construction Project
2. Photograph of proposed shed location

## Rutherford County Schools Application for Campus Construction Project

1. School Name
  - a. Christiana Middle School
2. Principal
  - a. Dr. Kyle Nix
3. Project Name
  - a. CHMS Softball Shed Proposal
4. Assistant Principal Overseeing Project
  - a. Marci Turner
5. Does project support recreational sports, athletics or education?
  - a. Athletics- specifically our softball team
6. Does this project meet all gender equity criteria?
  - a. Yes- all of our other athletic teams have access to their own sheds near their facilities and, like those, any CHMS athletic team will have access to this shed if needed.
7. What department is this project being constructed for?
  - a. Softball
8. What is the anticipated cost for this project?
  - a. \$2866.00
9. What is the funding source and are funds currently available?
  - a. All funds would come from the CHMS softball account, which does have this amount currently available.
10. If a grant or funded by a foundation/donor/charitable organization, what is the foundations name? Do construction plans meet criteria for funding?
  - a. N/A
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan?
  - a. N/A
12. Do you have a site layout showing where this project will be constructed on campus?
  - a. Yes- see photo attachment.
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements?
  - a. No, RCS Engineering & Construction has not reviewed this location. To our knowledge there are no conflicts, but we would like it checked prior to approval/installation.
14. Has MTEMC, CUD, MWSD, or other local utilities been contacted for service connection if required?
  - a. N/A- We will not need utilities.
15. Are plans drawn and stamped by an Architect/Engineer
  - a. No- this is prefabricated, not being built.
16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval?
  - a. No- We would like to see if this is an option before submitting it to codes for approval if necessary.

17. What is your timeline for completion of project? When will it start and when will it be completed.
- a. This is a pre-fabricated shed that will take one day to install. Our hope is to have this installed prior to the start of softball season, with a tentative date upon approval of 2/1/2022.
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services.
- a. We understand that we would be 100% responsible for the cost of this project.
19. Do you have a contractor for constructing/completing the project? What is the name of the contractor? If no, who will be overseeing the project from the community and who will be doing the work?
- a. No, we do not have a contractor. Due to the estimated cost, we will likely have to bid this out if approved. The company we received the initial bid from is Stones River Trailers: <https://www.stonesrivertrailers.com/buildings-sheds-and-carports>



