

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

**JUNE 8, 2023
5:30 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: May 22, 2023 Special Called Board Meeting Minutes**
- B. Minutes: May 25, 2023 Board Meeting Minutes**
- C. Community Use of Facilities**

**FACILITIES USE
6/08/2023**

Fees

LaVergne High	Madness Baseball, practice, sports Field, 5/30/23 – 7/19/23, \$18 per hour *retro review
LaVergne High	Wildcards Baseball, practice, sports field, 5/17/23 – 7/31/23, \$18/hour *retro review
Oakland High	Rutherford County Track & Field, track meet, stadium/track, 6/10/23, \$115 per hour

Oakland Middle	Inner Light Family Theatre, summer camp, classroom & auditorium, 6/19 – 7/1, \$5,843
Riverdale High	2D Sports Baseball, tournament, sports field, 6/8 – 6/11, 6/15 – 6/18, 7/12 – 7/16, \$18 per hour
Rock Springs Middle	DBME, dance recital, auditorium, 6/10/23, \$285
Rocky Fork Middle	Smyrna Magic Baseball 9u, practice, sports field, 6/1/23 – 12/31/23, \$18 per hour
Rocky Fork Middle	Smyrna Magic Baseball 9u, practice, campus, 6/1/23 – 12/31/23, \$100 per hour
Smyrna High	Brite Star Foundation, car show, parking lot, 6/10/23, \$100 per hour
Eagleville	2D Sports Baseball, tournament, sports field, 6/8/23 – 6/10/23, 7/13/23 – 7/15/23, \$18 per hour
No Fees	
Blackman High	Blackman Youth Football & Cheer, practice, cafeteria, stadium & outside building, 7/1/23 – 12/1/23, no fees, *retro review
Oakland High	Tennessee Tech Football, camp, stadium, 6/5/23, no fees
Riverdale High	National Narcotic Detector Dog Association, police K9 training, classroom, sports field, campus, 5/30/23 – 5/31/23, no fees, *retro
Stewarts Creek Middle	Tennessee Performance Volleyball, volleyball camp, gym 7/20/23 – 7/21/23, no fees

Note: Facility use prior to 6/8/23 has been granted pending Board action. 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.**

D. Bids

Bid #3677 - Roof Repairs and/or Replacement

Bid #3678 - Painting

Bid #3679 - Infield Mix

Bid #3680 - Laser Grading

RFP #23-05 - Homebound Educational Services

RFP #23-06 - Therapeutic Day Treatment and Transportation Services for Grades 1-12, Renewal Request, Mower Request, and Technology Request to Sell Old Computers

E. School Salary Supplements and Contract Payments:

Name-Certified	NTE Amount	School	Funded By	Description
Richie Conner*6	\$15,000.00	Blackman High	Various School Accts.	Bus Driver for 2023/2024
Gregory Jones*6	\$7,000.00	Blackman High	Various School Accts.	Bus Driver for 2023/2024
Kevin Meadows	\$2,000.00	Blackman High	School Funds-Football	Summer mowing
Antonio Sheffield*6	\$7,000.00	Blackman High	Various School Accts.	Bus Driver for 2023/2024
Josh Carroll*1	\$200.00	Oakland High	School Funds-Track	Starter for Track
Kevin Creasy	\$12,000.00	Oakland High	School Funds-Indoor Facility	Summer weight room, Indoor Coordinator & Field Maintenance
Jeremy Stansbury	\$700.00	Oakland High	School Funds-Boys Soccer	Assistant Boys Soccer Coach
Kevin Wright*6	\$595.00	Oakland High	School Funds-various	Bus Driver
Matthew Crossley	\$1,200.00	Riverdale	School Funds-Band	Band Camp Instruction, Marching & Music Arrangements
Amanda Jones	\$2,000.00	Riverdale	School Funds-Band	Band Camp, Marching Season Instruction, Choreography & Design
Caleb Littleton	\$7,000.00	Riverdale	School Funds-Band	Band Camp, Marching Season Instruction, Writing Percussion Music/Arrangements

Barry Marton*6	\$15,000.00	Riverdale	School Funds- Various	Bus Driver 2023-2024 School Year
Barry Marton	\$1,800.00	Riverdale	School Funds- Football	Summer Field Maintenance 2023-2024 School Year
Joshua Pelchat	\$1,800.00	Riverdale	Riverdale Football Boosters	Summer Field Maintenance 7/2023- 8/2023
Casey Adams	\$1,000.00	Smyrna High	School Funds- Boys & Girls Soccer	Summer Field Maintenance
Emily Johnson	\$1,000.00	Smyrna High	Use of Facilities- Christina's Dance	Building Supervisor for Dance Recital
Gabe Villarreal	\$1,500.00	Smyrna High	School Funds- Football	Summer Workout Program
Mark Williams	\$1,500.00	Smyrna High	School Funds- Football	Summer Workout Program + Field Maintenance
Matt Williams	\$2,500.00	Smyrna High	School Funds- Football	Summer Workout Program
James Bessant	\$1,000.00	Stewarts Creek High	School Funds- Theater	Teacher at ARTS Camp
Garrett Doo	\$500.00	Stewarts Creek High	School Funds- Choir	Choir Clinician
Non-Faculty Name				
James Freytag, Jr	\$25 / lesson	Oakland Middle	School Funds - Band	Private lessons
James Freytag, Jr	\$170 / day	Oakland Middle	School Funds - Band	Percussion Sectionals
Michael George	\$25 / lesson	Oakland Middle	School Funds - Band	Group and Private lessons
Tonya Lawson	\$30 / lesson	Oakland Middle	School Funds - Band	Private lessons
Wilson Sharpe	\$25 / lesson	Oakland Middle	School Funds - Band	Private lessons
Karl Wingruber	\$25 / lesson	Oakland Middle	School Funds - Band	Private lessons
Hunter McDonald	\$600.00	Riverdale	Riverdale Band Boosters	Band Camp Stuff

Hunter McDonald	\$30/lesson	Riverdale	School Funds- Band	Private Lessons
Victoria Fields	\$25 / lesson	Rock Springs Middle	School Funds - Choir	Private Vocal lessons / Coaching
Katherine Aydelotte	\$25 / lesson	Rocky Fork Middle School	School Funds - Band	Private lessons
Jessica Dunnivant	\$25 / lesson	Rocky Fork Middle School	School Funds - Band	Private lessons
Katie Harrah	\$25 / lesson	Rocky Fork Middle School	School Funds - Band	French Horn lessons
Jovan Quallo	\$30/lesson	Rocky Fork Middle School	School Funds - Band	Private lessons
Whitney Roberts	\$25 / lesson	Rocky Fork Middle School	School Funds - Band	Private lessons
Jennifer Zimmerer	\$25 / lesson	Rocky Fork Middle School	School Funds - Band	Private lessons
Darryl Deason	\$2,000.00	Siegel High	School Funds - Choir / Spring Musical	Stage Direction
Philip Gregory	\$3,000.00	Siegel High	School Funds - Choir	Audio Engineer / DJ - Spring Musical, Variety Show, Winter Formal
Brittany Griffin	\$5,000.00	Siegel High	School Funds - Choir	Choreography for Variety Show / Spring Musical
Muhammad Malik	\$1,500.00	Siegel High	School Funds - Tennis	Assistant Tennis Coach
Kasey McCormick- Melberg	\$100 / per student per month	Siegel High	School Funds - Choir	Private Vocal lessons

Donna Shearron	\$100 / per student per month	Siegel High	School Funds - Choir	Private Vocal lessons
James Thurston*6	\$10,000.00	Siegel High	Various School Accounts	Bus Driver for the 2023/2024 School Year - Various schools
Mary Braschler	\$6,000.00	Stewarts Creek High	School Funds - Choir	Collaborative Piano
Annie Chapman	\$500.00	Stewarts Creek High	School Funds - Choir	Choir Clinician
Annie Chapman	\$30 / lesson	Stewarts Creek High	School Funds - Choir	Voice Coach
Peter Rogahn	\$2,000.00	Stewarts Creek High	School Funds - Choir	Collaborative Piano
Kristine Smith	\$30 / lesson	Stewarts Creek High	School Funds - Choir	Voice Coach
Jessica Dunning	\$25 / lesson	Stewarts Creek Middle	SCM Music Boosters	Flute lessons
Katie Harrah	\$25 / lesson	Stewarts Creek Middle	SCM Music Boosters	French Horn lessons
Stephen Morgan	\$25 / lesson	Stewarts Creek Middle	SCM Music Boosters	Trumpet lessons
Jovan Quallo	\$25 / lesson	Stewarts Creek Middle	SCM Music Boosters	Saxophone lessons
Jennifer Zimmerer	\$25 / lesson	Stewarts Creek Middle	SCM Music Boosters	Clarinet lessons
Classified-Name				
Tony Crutchfield	\$728.50	LaVergne High + Christiana Middle	School Funds- Various	Announcer at events

- 1 approved previously for an amount \$500 or greater
- 2 Overtime rate for special events
- 3 anticipate amounts over \$500 this school year
- 4 amend prior approval

- 5 less than \$500 but part of event total
- 6 must have the approval of the Transportation Department
- 7 Classified Employee Coach

F. Non-Faculty Coaches:

According to the 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 2023-24 school year:

<u>NAME</u>	<u>SCHOOL</u>	<u>SPORT</u>
George, Michael	Oakland High School	Band
Lawson, Tonya	Oakland High School	Band
Sharpe, Wilson	Oakland High School	Band
Freytag, James E.	Oakland Middle School	Band
George, Michael	Oakland Middle School	Band
Lawson, Tonya	Oakland Middle School	Band
Sharpe, Wilson	Oakland Middle School	Band
Wingruber, Karl	Oakland Middle School	Band
Friedman, Noah	Riverdale High School	Band
Fields, Victoria	Rock Springs Middle School	Choir
Aydelott, Katherine	Rocky Fork Middle School	Band
Draper, Thomas	Rocky Fork Middle School	Band
Dunnavant, Jessica	Rocky Fork Middle School	Band
Harrah, Katie	Rocky Fork Middle School	Band
Quallo, Jovan	Rocky Fork Middle School	Band
Roberts, Whitney	Rocky Fork Middle School	Band
Zimmerer, Jennifer	Rocky Fork Middle School	Band
Deason, Darryl	Siegel High School	Choir
Gregory, Philip	Siegel High School	Choir
Griffin, Brittany	Siegel High School	Choir
McCormick-Melberg, Kasey	Siegel High School	Choir
Shearron, Donna	Siegel High School	Choir
Dortch, Isaac	Smyrna High School	Band
Sholar, Emily	Smyrna High School	Band
Wilson, Ethan	Smyrna High School	Band
Chapman, Annie Sarah	Stewarts Creek High School	Choir
Smith, Kristine	Stewarts Creek High School	Choir
Clifton, Evan	Stewarts Creek High School	Band
Dunnavant, Jessica	Stewarts Creek High School	Band
Mondak, Chris	Stewarts Creek High School	Band
Morgan, Stephen Mark	Stewarts Creek High School	Band
Quallo, Jovan	Stewarts Creek High School	Band
Zimmerer, Jennifer	Stewarts Creek High School	Band
Dunnavant, Jessica	Stewarts Creek Middle School	Band
Harrah, Katie	Stewarts Creek Middle School	Band

Morgan, Stephen Mark	Stewarts Creek Middle School	Band
Quallo, Jovan	Stewarts Creek Middle School	Band
Zimmerer, Jennifer	Stewarts Creek Middle	Band
Apenteng, Ebenezer	Blackman High	ROTC
Davidson, Danielle	Blackman High	Softball
Molina, Tony	Blackman High	Football
Dennis, Kelsey	Central Magnet	Volleyball
Junkins, Heather	Central Magnet	Girls Soccer
Junkins, Michael	Central Magnet	MS Girls Soccer
Clark, Russell	Oakland High	Football
Bess, Emma	Riverdale High	Cross Country/Track
Bogle, Tommy	Rock Springs	Baseball
Carmichael, Lindsey	Rockvale Middle	Cheer
Fletcher, Ruben	Rockvale Middle	Football
Morrison, Jason	Rockvale Middle	Girls Soccer
Lee, Brannon	Siegel Middle	Football
Mooney, Kyle	Smyrna High	Baseball
Nichols, Kenneth	Smyrna High	Football
Brady, Jamonn	Smyrna Middle	Boys/Girls Soccer
Cook, Carter	Smyrna Middle	Football
White, Reginald	Whitworth/Buchanan	Football

A. Recommended Motion – to approve the consent agenda as presented.

6. RUTHERFORD PROUD

- Please welcome Amy Baltimore and Christine Bryan, RCS Counseling Supervisors to the podium.
- **Eagleville Baseball - Class 1A State Championship**

Congratulations to the Eagleville Eagles for winning the Class 1A State Championship for the second consecutive year.

7. VISITORS

8. HUMAN RESOURCES (TAB 2)

Approval of job description for Director of Human Resources.

A. Recommended Motion – to approve the job description of Director of Human Resources as presented.

Approval of job description for Deputy Superintendent.

- A. Recommended Motion – to approve the job description of Deputy Superintendent as presented.**

Classified and Certified Salary Scale for 2023-2024 SY

- A. Recommended Motion – Approval of updated classified and certified salary schedule with all job classifications and updated format. Note: All classifications have already been included as part of the approved budgets for 23-24 so approval has no additional fiscal impact.**

9. LEGAL (TAB 3)

Renewal of lease agreement with Smyrna Parks and Recreation

- A. Recommended Motion - to approve a renewed lease with Smyrna Parks and Recreation**

Renewal of contract with the Coca-Cola Company

- A. Recommended Motion – to approve a contract between Coca-Cola and Smyrna High School.**
- B. Recommended Motion – to approve a contract between Coca-Cola and Rockvale High School**
- C. Recommended Motion – to approve a contract between Coca-Cola and Siegel High School**

Out of County Transfer 1

The Board has been requested to admit a transfer student from another school system under discipline. The student was suspended for vandalism. According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Admit into zoned school due to suspension period being completed.

- A. Recommended Approval - motion to admit or deny the admission for this Out of County Transfer Student as presented.**

Out of County Transfer 2

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for assault of a teacher/staff. According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

A. Recommended Approval - motion to admit or deny the admission for this Out of County Transfer Student as presented.

10. HEALTH SERVICES (TAB 4)

Contract renewal for Stellar Therapy Services

The Stellar contract for the Nursing Medicaid Reimbursement Program in Rutherford County Schools is up for annual renewal. The TennCare billing guidelines for school-based nursing services were revised in July 2022. Included in these changes is a requirement that, in order to bill for services, a Nurse Practitioner, Physician's Assistant or MD must provide "clinical oversight" of the school nurses providing these services for students. Stellar can provide these oversight services and will serve as the billing provider for the nursing services. Their administrative fee is 20% of total revenues received.

Medically necessary, covered services in the IEP or IHP that are ordered by the PCP or treating provider may be reimbursed. Services that are reimbursable include the following:

- *Assessment and treatment of acute and chronic illnesses
- *Blood glucose monitoring and testing
- *Tracheostomy care and suctioning
- *Colostomy care
- *Catherization
- * Administration of oral medication
- * O2 saturation monitoring (pulmonary and/or cardiac disease)
- * G-Tube feeding
- *Wound care
- *Nebulizer treatment
- *Medication administration for medically fragile students as identified in IEP or IHP

We are still receiving monthly checks for this school year, but as of 5/26/23 RCS has received \$29,262.75.

A. Recommended motion – to approve contract renewal with Stellar Therapy Services

Agreement with Ascension Saint Thomas to Provide Staff Hepatitis B Vaccines.

We are required by Board Policy 5.402, our Exposure Control Plan and OSHA to offer Hepatitis B vaccines to employees who are at high risk of occupational exposure. In the past we utilized our MedPoint clinics to offer this service. With the change to our new insurance policy, we have sought a partnership with a provider that would be able to provide this service. Ascension Saint Thomas has agreed to provide these vaccines to employees at no cost to the employee and bill RCS directly. Total cost to RCS is anticipated to be no more than \$20,000.

A. Recommended Motion - to approve the Agreement with Ascension Saint Thomas to provide Hepatitis B vaccines for employees who are at high risk of occupational exposure.

11. FACILITIES AND CONSTRUCTION (TAB 5)

Request for Siegel Land Purchase TDOT: The State of Tennessee, through TDOT, has revised the Thompson lane Road Widening Project. In doing so the amount of land has changed, by a small fraction, and the land has been revalued. The TDOT is requesting to purchase 0.220 Acres and offers \$58,100.00 for the land. Land is values at \$95,000.00 per acre. They also offer \$7,230.00 to RCS to relocate all signage in the affected areas. Engineering and Construction has reviewed the request and recommends we move forward. Total funds to RCS \$65,330.00

A. Recommended Motion - to approve the TDOT request to purchase 0.220 acres at Siegel High as presented.

Smyrna High Field House Addition request: Principal Sheri Southerland has requested to authorize the school to build an addition to the existing Field House. The addition will consist of 8,080 square feet for a new weight room, administrative office space and a gathering lobby. The project is being designed and managed by Dow Smith Construction and Funded by Smyrna Ready Mix and the Hollingshead's. Engineering and Construction has been involved throughout the process and recommends approval.

A. Recommend Motion - to approve the Smyrna High request to build an 8,080 square foot addition to the field house as presented.

Rocky Fork Middle Athletic Field Water Line Request: Principal Jennifer Clarke has requested to install a 1 ¼" water line with three connections for the athletic Fields. The contractor has recommended the pipe size. Engineering and Construction will leave it up the school as for the size and recommends approval at no cost to the Board. Cost for this request is \$8,900.00 and will come from the school's General Athletics Fund.

A. Recommend Motion - to approve the request from Rocky Fork Middle for an Athletic Field Water line at no cost to the Board.

12. FINANCIAL MATTERS (TAB 6)

Centralized Cafeteria Fund Budget Amendment (Fund 143)

This Centralized Cafeteria Fund FY 22-23 amendment is a final clean up amendment to move expenditures from Food Supplies to other line items to cover expenses over budgeted amounts due to additional professional development, increased cost to supplies and materials, and in-district travel.

- A. Recommended Motion – to approve the FY 22-23 Fund 143 budget amendment to move \$135,000 between multiple object codes in the Centralized Cafeteria Fund.**

Fund 141 General Purpose School Budget Amendment

This final year end clean-up amendment budgets funds for items such as leave payouts, increases for degree and certification pay scale changes, additional costs for contracted services such as instructional software, stripping and waxing of school floors, Genesis Academy, and capital outlay for construction. Funding for these expenses to come from a portion of revenue collected over budgeted amounts and moving budgeted expenditure between accounts and within object codes.

- A. Recommended Motion -to approve the Fiscal Year 2022-23 year-end clean up amendment as presented.**

RESOLUTION TO TRANSFER FUNDS FROM GENERAL PURPOSE SCHOOL FUNDS TO FEDERAL PROJECTS FUND FOR FISCAL YEAR ENDING JUNE 30, 2023

WHEREAS Federal Projects grants operate on a reimbursement basis and funds are requested from the State of Tennessee by Rutherford County Schools for expenditures on at least a monthly basis; and,

WHEREAS the Federal Projects Fund operates with a cash deficit at various times throughout the fiscal year due to the turn-around time needed for reimbursements from the State of Tennessee; and,

WHEREAS Government Auditing Standards consider a cash deficit in any fund to be a significant deficiency in internal control; and,

WHEREAS Rutherford County Schools does not desire to operate any fund with a cash deficit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Rutherford County Schools in Tennessee, meeting in session on this 8th day of June 2023, and by the County Commission of Rutherford County in Tennessee, meeting in session on the 26th day of June 2023, that:

SECTION 1. The General Purpose School Fund shall transfer \$3,000,000 to the Federal Projects Fund on June 30, 2023.

SECTION 2. The \$3,000,000 transfer shall remain in the Federal Projects Fund as an assigned fund balance from the General Purpose School Fund and may be repaid at any time as noted in a resolution passed by the Board of Education and County Commission.

SECTION 3. This resolution will take effect on June 26, 2023. The Secretary of the Board of Education shall include this Resolution in the minutes of Rutherford County Schools. The County Clerk shall include this Resolution in the minutes of Rutherford County.

Recommended Motion – to approve this resolution as presented.

July 4th Holiday

Motion to Set a 10 Hour Workday for 4th of July Independence Day Holiday Pay Purposes for all Twelve-Month RCS Employees currently on a Four Day Workweek during the Summer Months. During the Summertime and after the school year is finished, numerous twelve-month RCS employees shift to a 10 hour a day, four-day workweek. Currently, the employees would have to use two hours of vacation time along with 8 hours of holiday pay to have the entire day off for the recognition of Independence Day.

Recommended Approval - motion to approve 10 hours of holiday pay for Independence Day for all Twelve-Month RCS employees.

13. INSTRUCTION (TAB 7)

Request to purchase the following programs to start the new school year:

Approval to purchase of EasyCBM

The Curriculum & Instruction Department is requesting to purchase EasyCBM, an online assessment system. EasyCBM is an online system which provides reading and math benchmark and progress monitoring assessments and reports for district, school, and teacher use. This license is \$4.35 per student for 30,500 students for a total cost of \$132,675.00 for the 2023-2024 school year to be funded through GP funds.

A. Recommended Motion - to approve the purchase of EasyCBM for \$132,675.00 through GP funds for the 2023-2024 school year.

Approval to purchase of MobyMax

The Instruction Department is requesting to renew MobyMax, an online personalized learning system for PreK-8 students. MobyMax finds and assists with learning gaps with the power of personalized learning. MobyMax's adaptive curriculum creates an individualized education plan for each student, allowing gifted students to progress as quickly as they like while simultaneously ensuring that remedial students get the extra instruction they need. The total cost of MobyMax for the 2023-2024 school year is \$39,086.00 to be funded through GP Funds.

A. Recommended Motion - to approve the purchase of MobyMax for \$39,086.00 through GP Funds for the 2023-2024 SY.

Approval to purchase of Nearpod

The Instruction Department is requesting to renew Nearpod, an online student engagement platform. Nearpod is a cross-platform and easy to use way to engage your students with interactive activities, connect them through collaborative discussion, and gain instant insight into student learning through formative assessments. The total cost of Nearpod for the 2023-2024 school year is \$221,138.25 to be funded through General Purpose funds.

A. Recommended Motion - to approve the purchase of Nearpod for \$221,138.25 through GP Funds for the 2023-2024 SY.

14. INSURANCE UPDATE

15. DIRECTORS UPDATE

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE

18. GENERAL DISCUSSION

19. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

Special Called Meeting Minutes of May 22, 2023

Board Members Present

Tammy Sharp, Board Chair

Caleb Tidwell, Vice-Chair

Coy Young

Shelia Bratton

Claire Maxwell

Katie Darby

Dr. James Sullivan, Director of Schools

1. **CALL TO ORDER** at 5:30 p.m.
2. **PLEDGE OF ALLEGIANCE** led by James Evans
3. **MOMENT OF SILENCE**
4. **APPROVAL OF AGENDA**

Motion made by Mr. Young and seconded by Mrs. Maxwell

Vote: All yes

Motion passes.

5. BUDGET AMENDMENTS

Fund 141 General Purpose School Budget Amendment

This Fund 141 GP amendment is to move \$898,381.00 from 141-71100-449- Textbooks to 141-71100-399- Other Contracted Services to fund Mastery View Predictive Assessment (MVPA) benchmark assessment by Instructure Inc. for the 23-24 school year. RCS will administer the benchmark assessments in two windows (Fall and early Spring). Additionally, Mastery Connect and Grade Cam are part of the assessment package for use by all RCS educators for data tracking and formative assessment creation. This will be the fourth year utilizing this program.

A. Recommended Motion - to approve the 141 GP budget amendment that moves \$898,381.00 of budgeted expenditures from 141-71100-449-Textbooks to 141-71100-399- Other Contracted Services as presented in detail.

Motion made by Mrs. Maxwell and seconded by Mrs. Bratton

Vote: All yes

Motion passes.

Fund 141 GP Budget Amendment

This amendment is to provide funding to make repairs and replacement to the hallways, ceiling, and floors at LaVergne High School. These improvements will be funded by decreasing GP Fund 141-39000-Unassigned Fund Balance and increasing 141-76100-799 Capital Outlay in the amount of \$980,000.

Motion made by Mrs. Maxwell and seconded by Mr. Tidwell

Vote: All yes

Motion passes.

6. FUND 143 UPDATED REVENUE AND EXPENDITURES

Centralized cafeteria revenue and expenditures.

Motion made by Mrs. Bratton and seconded by Mrs. Maxwell

Vote: All yes

Motion passes.

7. FUND 177 UPDATED REVENUE AND EXPENDITURES

Capital projects revenue and expenditures.

Motion made by Mr. Tidwell and seconded by Mr. Young

Vote: All yes

Motion passes.

8. ADJOURNMENT at 5:38 p.m.

Approval of Agenda Minutes

Tammy Sharp, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

Minutes of May 25, 2023

Board Members Present

Tammy Sharp, Board Chair
Caleb Tidwell, Vice-Chair
Coy Young
Shelia Bratton
Claire Maxwell
Katie Darby
Frances Rosales
Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

The Board Chair called the meeting to order at 5:30 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Raidyn Mendiola of Oakland Middle School

3. MOMENT OF SILENCE

4. APPROVAL OF AGENDA

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

Vote: All yes

Motion passed

5. APPROVAL OF CONSENT AGENDA

A. Minutes: April 19, 2023 Board Meeting Minutes

B. Minutes: May 11, 2023 Board Meeting Minutes

C. Community Use of Facilities

FACILITIES USE

5/25/2023

Fees

Blackman High	EC Bullets, sports field, softball practice, 5/16/23 – 10/31/23, \$18 per hour *retro review
Christiana Middle	East Coast Sox, sports field, practice, 5/1/23 – 7/31/23, \$18 per hour
Oakland High	Music City Classic, sports field, baseball tournament, 6/14/23 – 7/3/23, \$18 per hour
Oakland High	OnTopAthletics, stadium/track, football camp, 5/6/23, \$115 per hour, *retro review
Oakland High	2D Sports, sports field, baseball tournament, 6/1/23 – 10/31/23, \$18 per hour
Smyrna High	2D Sports, baseball field, tournament, 6/8/23-6/11/23, 6/15/23– 6/18/23, 7/12/23 – 7/16/23, \$8,667

No Fees

McFadden	Experience Church, parking lot, overflow parking, 5/27/23 – 12/31/23, no fees
Riverdale High	Live Like Eli Foundation, stadium/track, 5k run, 7/29/23, no fees

Note: Facility use prior to 5/25/23 has been granted pending Board action. 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.

D. Route Transfer:

Recommended Approval - motion to approve voluntary transfer of bus contract #1 to Angela Morgan

E. Routine Bids:

- Bid #3673 - Classroom Renovations (Stewarts Creek Elem. Clinic)
- Bid #3674 - Rooftop HVAC Duct Work (Smyrna Middle)
- Bid #3676 - Treated Lumber
- Bid #3683 - Floor Stripping and Waxing
- Bid #3684 - Used Textbooks for Sale
- Bid #3685 - Portable Relocation;

F. School Salary Supplements and Contract Payments:

Name-Certified	NTE Amount	School	Funded By	Description
Debra Burton	\$4,000.00	Blackman High	BHS Band Boosters	Drill Writer
Thomas Chestnut	\$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Kristie Covington	\$1,747.00	Blackman High	School Funds – Basketball Cheer	Basketball Cheer Coach
David England	\$8,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Percussion Instruction
Bradley Frasier	\$2,500.00	Blackman High	School Funds - Baseball	Coaching + Field Work
Gregory Jones	\$2,000.00	Blackman High	School Funds - Baseball	Coaching + Field Work
Kevin Meadows	\$1,500.00	Blackman High	School Funds- Softball	Field Maintenance
Barry Vetter	\$1,500.00	Blackman High	School Funds - Baseball	Coaching, Field Work + Summer Mowing
Brandon Bassham	\$600.00	Eagleville	School Funds – Various Athletic Accounts	Table Workers + referees for summer athletic camps
Alan Pepper	\$600.00	Eagleville	School Funds – Various Athletic Accounts	Table Workers + referees for summer athletic camps
Darren Shanks	\$600.00	Eagleville	School Funds – Various Athletic Accounts	Table Workers + referees for summer athletic camps
Todd Ignatz	\$1,000.00	Oakland High	Oakland High Baseball Boosters	Assistant Baseball Coach
Randal Jones	\$1,320.00	Oakland High	Oakland High Baseball Boosters	Baseball gate worker
Connor Malchow	\$2,000.00	Oakland High	School Funds- Tennis	Assistant Tennis Coach
Jess Messick	\$2,500.00	Oakland High	Oakland Baseball Boosters	Assistant Baseball Coach
Elizabeth Morrison	\$120.00	Oakland High	Oakland High Baseball Boosters	Baseball gate worker

Connor Newberg	\$1,200.00	Oakland High	Oakland High Baseball Boosters	Assistant Baseball Coach
Justin Stanford	\$1,500.00	Oakland High	School Funds-Tennis	Assistant Tennis Coach
Kevin Wright	\$1,500.00	Oakland High	Oakland High Baseball Boosters	Baseball Announcer
David Hutson*4	\$700.00	Rockvale High	School Funds-Drama	Assistant Drama Coach (Total amount approved now is \$2,500)
Travis Childers	\$1,500.00	Siegel High	School Funds-Baseball	JV Assistant Baseball Coach
Tommy Entrekin*6	\$2,500.00	Siegel High	School Funds-Baseball	Pitching Coach/Bus Driver
Tyler Reeder	\$2,000.00	Siegel High	School Funds-Baseball	JV Head Coach
Shelby Moore	\$750.00	Stewarts Creek High	School Funds-Girls + Boys Basketball	Clock + Scorekeeper for Basketball
Name-Non-Faculty	NTE Amount	School	Funded By	Description
Tyler Bouttavong	\$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Robert Chandler	\$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Julie Davila	\$500.00	Blackman High	BHS Band Boosters	Percussion Instruction
Keith Dudek	\$500.00	Blackman High	BHS Band Boosters	Percussion Instruction
William Elliott	\$4,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Michael George	\$8,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Tim Hale*3	\$250.00	Blackman High	BHS Band Boosters	Percussion Instruction
Gregory Lawson	\$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Tonya Lawson	\$4,000.00	Blackman High	BHS Band Boosters	Private Lessons
Rebecca Murphy	\$2,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Jovan Quallo	\$6,000.00	Blackman High	BHS Band Boosters	Private Lessons
Cameron Roberts	\$1,000.00	Blackman High	School Funds-Baseball	Assistant Baseball Coach
Kelsey Rogers	\$5,000.00	Blackman High	BHS Band Boosters	Color Guard Instruction
Wilson Sharpe	\$2,000.00	Blackman High	BHS Band Boosters	Private Lessons

James Simmons	\$500.00	Blackman High	BHS Band Boosters	Jazz Instruction
Holly Lyne Smith	\$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Olivia Gregg	\$400.00	Blackman Middle	School Funds-Archery	Coaching, Supervision August-May
Andrew Arnold*4	\$500.00	Central Magnet	School Funds- HS Baseball	JV Baseball Coach (total amount approved is now \$2,000)
Keydon Bassham	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Koltt Bassham	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Tommy Betty	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Hagen Bugg	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Peyton Bullock	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Summer Cooper	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Grant Cooper	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Hayden Edmondson	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Zoe Ellis	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Daniel Floyd	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Lane Freise	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Makayla Garber	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps
Steve Grocock	\$600.00	Eagleville	School Funds-Variou Athletic Accts.	Table workers + referees for summer athletic camps

Hannah Hailey	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Cason Lamb	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Ethan Ledbetter	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Jensen Linton	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Ashlynn Lounsbury	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Mary Elise Lynch	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Sarah Marshall	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Ryley McClaran	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Aubree Merritt	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Shelbie Mooneyham	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Jackson Nichols	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Luke Parrish	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Taylor Petty	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Robby Reasonover	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Jordan Reed	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Mady Richter	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps

Katelyn Roberts	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Isabella Sawyer	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Ben Thompson	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Susan Tribble	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Rylee Warbritton	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Trent Young	\$600.00	Eagleville	School Funds- Various Athletic Accts.	Table workers + referees for summer athletic camps
Seth Henson	\$1,500.00	Oakland High	Oakland High Baseball Boosters	Assistant Baseball Coach
Benjamin Bjork	\$600.00	Riverdale High	RHS Band Boosters	Band Camp Staff
Benjamin Bjork	\$30.00/lesson	Riverdale High	School Funds- Band	Private Lessons
Michael George	\$600.00	Riverdale High	RHS Band Boosters	Band Camp Staff
Michael George	\$30/lesson	Riverdale High	School Funds- Band	Private Lessons
Nathaniel O'Neal	\$5,000.00	Riverdale High	RHS Band Boosters	Marching Band Staff
Sootnalee Philom	\$600.00	Riverdale High	RHS Band Boosters	Band Camp Staff
Sootnalee Philom	\$30/lesson	Riverdale High	School Funds- Band	Private Lessons
Olivia Starnes	\$6,000.00	Riverdale High	RHS Band Boosters	Band Camp Staff
Joseph McHenry	\$800.00	Rockvale High	School Funds- Softball	Assistant Softball Coach
Shelby Mierles	\$500.00	Rockvale High	School Funds- Softball	Assistant Softball Coach

Hourly

- 1 approved previously for an amount \$500 or greater
- 2 Overtime rates for special events
- 3 anticipate amounts over \$500 this school year
- 4 amend prior approval
- 5 less than \$500 but part of event total
- 6 must have the approval of the Transportation Department
- 7 Classified Employee

G. Non-Faculty Coaches:

According to the 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 2023-24 school year:

<u>NAME</u>	<u>SCHOOL</u>	<u>SPORT</u>
Bouttavong, Tyler	Blackman High School	Band
Chandler, Robert	Blackman High School	Band
Davila, Julie	Blackman High School	Band
Dudek, Keith	Blackman High School	Band
Elliott, William	Blackman High School	Band
George, Michael	Blackman High School	Band
Hale, Tim	Blackman High School	Band
Lawson, Gregory	Blackman High School	Band
Lawson, Tonya	Blackman High School	Band
Murphy, Rebecca	Blackman High School	Band
Quallo, Jovan	Blackman High School	Band
Rogers, Kelsey	Blackman High School	Band
Sharpe, Wilson	Blackman High School	Band
Simmons, James	Blackman High School	Band
Smith, Holly	Blackman High School	Band
Bjork, Ben	Riverdale High School	Band
George, Mike	Riverdale High School	Band
O'Neal, Nathaniel	Riverdale High School	Band
Philom, Italee	Riverdale High School	Band
Starnes, Olivia	Riverdale High School	Band
Gregg, Olivia	Blackman Middle School	Archery
McDonald, Hunter	Riverdale High School	Band
Prince, Gregory	Stewarts Creek Middle	Softball
Geter, Tevin	Smyrna High School	Football
Amos, Delaney	Riverdale High School	Swimming
Hoehn, Brett	Riverdale High School	Swimming
Thweatt, Bruce	Riverdale High School	Volleyball/Tennis
Bragg, Blake	Riverdale High School	Boys Basketball
Trubee, Samuel	Smyrna Middle School	Football
Logoleo, Erika Avei	Oakland High School	Volleyball
Morreale IV, AJ	Blackman High School	Football
Jenkins, Nickolas	Smyrna High School	Football
Barker, Renee	Central Magnet School	HS Girls Basketball
Jungman, Dennis	Whitworth-Buchanan	Baseball
Krahenbuhl, Kevin	Whitworth-Buchanan	Baseball
Black, Randy	Whitworth-Buchanan	Baseball
Henson, Seth	Oakland High School	Baseball
Brown, Darius	Whitworth-Buchanan	Volleyball/B&G Basketball
Holliday, Williams	Whitworth-Buchanan	Girls Basketball

Motion made by Mr. Tidwell, seconded by Mrs. Bratton, to approve the consent agenda as presented.

Vote: All yes

Motion passed

6. APPRECIATION FOR LAW ENFORCEMENT DURING GRADUATION CEREMONIES

Patty Oeser, Rutherford County Schools Safety Director, introduced and presented a special thanks to Sheriff Michael Fitzhugh, Chief Deputy Keith Lowery, Deputy Chief Britt Reed, and Stewarts Creek High School SRO Shane Vaughn.

Motion made by Mr. Tidwell, seconded by Mrs. Darby to approve the resolution thanking our law enforcement partners for keeping our schools and graduations safe.

Vote: All yes

Motion passed.

7. RUTHERFORD PROUD

Recognition of Garrett Doo of Smyrna High School, recipient of the CAM Music Teacher of Excellence award.

Performance by the Oakland Middle School Jazz Band, led by Scott Kinney.

Recognition of Anna Clark, Catherine Lewis, and Christa Cooper, the 2023 STEM Expo winners from Siegel Middle School for their project, Tutor Time.

8. VISITORS

9. HUMAN RESOURCES

Approval of job description for Elementary STEM teacher. Smyrna Elementary is utilizing supplemental Title I funding to add a STEM teacher for the 2023-2024 school year. This job description has been created for our secondary schools, but we need a job description for our elementary schools.

Motion made by Mrs. Maxwell, seconded by Mrs. Rosales to approve the job description for an Elementary STEM teacher for 2023-2024 school year.

Vote: All yes

Motion passed.

Approval of the job description for School Library Information Specialist. The purpose of this position is to provide curriculum and instruction leadership for all K-12 certified school library media specialists.

Motion made by Mrs. Rosales, seconded by Mrs. Maxwell to approve the job description for School Library Information Specialist as presented for the 2023-2024 school year.

Vote: All yes

Motion passed.

10. LEGAL

Out of County Transfer

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for possession of marijuana. According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

The Director of Schools' recommendation is to admit and place in alternative school.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell to approve the admission of an out of county transfer student to our alternative school.

Vote: Mrs. Rosales and Mrs. Darby opposed.

Motion passed by majority vote

Policy Adoption -Second Reading of Two Readings

The policies were recommended on the first reading on May 11, 2023.

Motion made by Mrs. Rosales, seconded by Mrs. Bratton to adopt the policies on the second and final readings as presented.

Vote: All yes

Motion passed.

11. SCHOOL SAFETY Nothing new to report

12. INSURANCE UPDATE

Rutherford County is staying with Cigna.

13. DIRECTORS UPDATE

Update on CTE teachers at Rockvale High School, update from Dr. Chastain on 3rd grade retention, summer camp, and state appeals.

Rob Schwartz from RSP presented his findings and starting a discussion about re-zoning.

14. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE Nothing new to report

15. FEDERAL RELATIONS NETWORK (FRN) UPDATE Nothing new to report

16. GENERAL DISCUSSION

Explanation to the board from Trey Lee about the bid for stripping and waxing the floors.

17. ADJOURNMENT

Motion made by Mrs. Maxwell to adjourn at 8:51 p.m.

Approval of Agenda Minutes

Tammy Sharp, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

Bid #3677

Roof Repairs and/or Replacement

Item #	Description	Pinnacle Building Services			Porter Roofing Contractors, Inc.		
Trip Charge:							
1	Minimum trip charge for inspection of a generated work order for a leak NOT related to a roof problem	\$ 250.00			\$ 350.00		
2	Minimum charge for a roof repair NOT covered under warranty	\$ 500.00			\$ 350.00		
3	Minimum charge for any roof repair considered an emergency	\$ 750.00			\$ 525.00		
Repairs to include:							
1	Curb Flashing (8"-12" curbs) - Black	\$ 15.93			\$ 50.00		
2	Curb Flashing (9"-12" curbs) - White	\$ 19.11			\$ 70.00		
3	Wall Flashing (stress strips required)	\$ 7.22			\$ 55.00		
4	Termination Bar	\$ 2.25			\$ 2.50		
5	Seam Flashing	\$ 4.05			\$ 6.21		
6	Membrane Asphalt	\$ 3.50			\$ 2.75		
7a	Perimeter Flashing - 12"	\$ 14.00			\$ 77.61		
7b	Perimeter Flashing - 24"	\$ 20.00			\$ 80.22		
7c	Perimeter Flashing - 48"	\$ 22.00			\$ 85.44		
7d	Perimeter Flashing - 96"	\$ 26.00			\$ 95.88		
8	Gutter Removal & Reinstallation	\$ 3.00			\$ 45.00		
9	Gutter Cleaning	\$ 1.00			\$ 3.00		
10	Gutter Seam Repair (Vulken Caulk Required)	\$ 1.50			\$ 25.00		
11a	Gutter Replacement - 6"	\$ 9.50			\$ 52.83		
11b	Gutter Replacement - 8"	\$ 10.50			\$ 55.44		
11c	Gutter Replacement - 10"	\$ 15.00			\$ 60.67		
12a	Downspouts - 5"	\$ 9.50			\$ 155.22		
12b	Downspouts - 6"	\$ 10.50			\$ 160.00		
12c	Downspouts - 8"	\$ 15.00			\$ 170.00		
13	Asphalt System (Armourflex)	\$ 150.00			\$ 200.00		
14	EPDM Roof Replacement - per 100 sq ft (White)	\$ 925.00			\$ 1,750.00		
15	EPDM Roof Replacement - per 100 sq ft (Black)	\$ 703.00			\$ 1,500.00		

Bid #3677

Roof Repairs and/or Replacement

Item #	Description	Pinnacle Building Services			Porter Roofing Contractors, Inc.		
16	Covering Exterior Walls w/EPDM Roofing	\$ 305.00			\$ 135.00		
17a	Pipe Flasing - 2"	\$ 15.00	\$ 95.00	\$ 75.00	\$ 350.00	\$ 300.00	\$ 300.00
17b	Pipe Flasing - 3"	\$ 15.00	\$ 95.00	\$ 75.00	\$ 350.00	\$ 300.00	\$ 300.00
17c	Pipe Flasing - 4"	\$ 15.00	\$ 95.00	\$ 75.00	\$ 350.00	\$ 300.00	\$ 300.00
17d	Pipe Flasing - 6"	\$ 25.00	\$ 95.00	\$ 75.00	\$ 350.00	\$ 300.00	\$ 300.00
17e	Pipe Flasing - 8"	\$ 25.00	\$ 95.00	\$ 75.00	\$ 375.00	\$ 325.00	\$ 325.00
17f	Pipe Flasing - 10"	\$ 25.00	\$ 95.00	\$ 75.00	\$ 375.00	\$ 325.00	\$ 325.00
18a	Drain Installation - 2"	\$ 400.00			\$ 654.00		
18b	Drain Installation - 4"	\$ 650.00			\$ 654.00		
18c	Drain Installation - 6"	\$ 800.00			\$ 654.00		
18d	Drain Installation - 8"	\$ 825.00			\$ 670.00		
18e	Drain Installation - 10"	\$ 850.00			\$ 695.00		
19a	Remove of Old Drain/Install New Drain -2"	\$ 400.00			\$ 804.00		
19b	Remove of Old Drain/Install New Drain - 4"	\$ 650.00			\$ 804.00		
19c	Remove of Old Drain/Install New Drain - 6"	\$ 800.00			\$ 804.00		
19d	Remove of Old Drain/Install New Drain - 8"	\$ 825.00			\$ 820.00		
19e	Remove of Old Drain/Install New Drain -10"	\$ 850.00			\$ 855.00		
20	Water Leader	\$ 1.00			\$ 13.00		
21	Remove Old Scuppers/Install New Scuppers - 8" - 12"	\$ 375.00			\$ 795.00		
22	New Scuppers Installation - 8"- 12"	\$ 405.00			\$ 955.00		
23a	Remove Old Coping Caps/Install New Coping Caps - 8" diameter	\$ 9.05			\$ 120.00		
23b	Remove Old Coping Caps/Install New Coping Caps - 10" diameter	\$ 9.95			\$ 130.00		
23c	Remove Old Coping Caps/Install New Coping Caps - 12" diameter	\$ 12.50			\$ 140.00		
23d	Remove Old Coping Caps/Install New Coping Caps - 24" diameter	\$ 20.00			\$ 255.00		
23e	Remove Old Coping Caps/Install New Coping Caps - 36" diameter	\$ 28.00			\$ 345.00		
24	Shingles - 30 year Architectural (includes R & R felt 15lb.)	\$ 325.00			\$ 425.00		

Bid #3677
Roof Repairs and/or Replacement

Item #	Description	Pinnacle Building Services			Porter Roofing Contractors, Inc.		
25	32 square foot remove and replace plywood decking	\$ 65.00			\$ 183.00		
26	Exterior wall EPDM painting	\$ 175.00			\$ 85.00		
27	Elastometric coating of seams and penetrator	\$ 6.25			\$ 3.50		
28	Metal roofing 26 gauge ribbed panel	\$ 4.75			\$ 10.00		
29	Aluminum soffit removal and replacement	\$ 3.00			\$ 55.00		
30a	Aluminum fascia removal and replacement - 6"-12"	\$ 4.00			\$ 77.00		
30b	Aluminum fascia removal and replacement - 12"-24"	\$ 6.00			\$ 89.00		
31	Exterior brick wall sealant (Chem-Trete)	\$ 225.00			\$ 596.00		
32	Roof vents static (2"-10")	\$ 40.00			\$ 325.00		
33a	Poly Iso Insulation Replacement - 1"	\$ 2.20			\$ 5.07		
33b	Poly Iso Insulation Replacement - 2"	\$ 4.40			\$ 5.10		
33c	Poly Iso Insulation Replacement - 3"	\$ 6.60			\$ 5.13		
34	24 gauge standing seam metal	\$ 7.25			\$ 30.00		
35	T-111 remove and replace actual style - 4'x8' sheets	\$ 65.00			\$ 127.00		

Mailed to 35 vendors
33 vendors did not respond

Recommend: Motion to award to Pinnacle Building Services for overall lowest and best bid.

To be funded through the BP, CP, GP or Maintenance Department.

**Bid #3678
Painting**

Item #	Description	Sentell Brothers
Exposed Metals		
1	Two coats Glyptex enamel or approved by RCBOE	\$ 0.75
2	One (1) coat of primer approved by RCBOE	\$ 0.40
3A	Doors and frames (per frame)	\$ 25.00
3B	Doors and frames (per slab)	\$ 45.00
4	Electrical panels and access doors	\$ 1.00
Exposed Galvanized Metal:		
1	One (1) coat galvanized Primer-Finish approved by RCBOE	\$ 0.40
Exposed concrete and concrete block:		
1	Two (2) coats Acrylic Velvet latex enamel or approved by RCBOE	\$ 0.75
2	One (1) coat of primer approved by RCBOE	\$ 0.40
Gypsum Drywall		
1	Two (2) coats of Acrylic Velvet or approved by RCBOE	\$ 0.75
2	One (1) coat of primer approved by RCBOE	\$ 0.40
Ferrous Metal:		
1	One (1) coat metal primer approved by RCBOE	\$ 0.40
2	Two (2) coats of acrylic gloss or approved by RCBOE	\$ 0.75
Galvanized Metal:		
1	One (1) coat metal primer approved by RCBOE	\$ 0.40
2	Two (2) coats Glyptex enamel or approved by RCBOE	\$ 0.75
Hollow Metal Doors and Frames:		
1A	One (1) coat primer with one (1) quart finish coat added per gallon approved by RCBOE (per frame)	\$ 15.00
1B	One (1) coat primer with one (1) quart finish coat added per gallon approved by RCBOE (per slab)	\$ 30.00
2A	Two (2) coats Glyptex enamel or approved by RCBOE (per frame)	\$ 25.00
2B	Two (2) coats Glyptex enamel or approved by RCBOE (per slab)	\$ 45.00
Mechanical or Electrical Equipment:		
1	One (1) coat primer with one-quart finish coat added per gallon approved by RCBOE	\$ 0.50
2	Two (2) coats Glyptex enamel or approved by RCBOE	\$ 1.00
Brick and Concrete Block:		
1	One (1) coat of block primer approved by RCBOE	\$ 0.40

Bid #3678
Painting

2	Two (2) coats of Industrial enamel approved by RCBOE	\$ 0.75
Drywall or EIFS Soffit		
1	One (1) coat of primer approved by RCBOE	\$ 0.40
2	Two (2) coats of Industrial enamel approved by RCBOE	\$ 0.75
Hand Rails:		
1	2 pipe rails	\$ 1.00
2	3 pipe rails	\$ 1.50
3	Pickett rail	\$ 2.00
Wall Prep		
1	Wall Prep where needed and approved by RCBOE	\$ 0.50
Pool Wall and Floors		
A	Cleaning pool walls and floors	\$ 1.00
B	Patching areas where applicable	\$ 1.50
C	Paint walls and floors approved by RCBOE	\$ 4.00
Epoxy Paint		
1	Epoxy paint on floors	\$ 5.00
2	Epoxy paint on walls	\$ 5.00

Mailed to 29 vendors
28 vendors did not respond

Recommend: Motion to approve Sentell Bros. for overall lowest and best bid.

To be funded from GP and Maintenance.

Bid #3679
Baseball Infield Mix

Company	Baseball Infield Mix (per ton)
Warner's Athletic Construction	\$ 64.00

Mailed to 21 vendors
20 vendors did not respond

Recommend: Motion to award to Warner's Athletic Construction for lowest and best bid.

To be funded through individual schools and Maintenance

Bid #3680
Laser Grading

Company	Laser Grading per ton
Warner's Athletic Construction	\$ 0.10

Mailed to 21 vendors
20 vendors did not respond

Recommend: Motion to award to Warner's Athletic Construction for lowest and best bid.

To be funded through individual schools and Maintenance.

RFP #23-05 - Homebound Educational Services

Homebound Services	Genesis Homebound Educational Services
Fee Schedule	\$40.00 per hour (2023-2024); \$41.20 per hour (2024-2025); \$42.44 per hour (2025-2026); \$43.71 per hour (2026-2027);
Cancellation by student/family without required notification	no increase throughout contract
Participation in student IEP, as requested by Rutherford County Schools only	Greater than or equal to \$20.00
Materials developed when NOT provided (only for students requirring a significantly modified curriculum	Greater than or equal to \$20.00

Mailed to 17 vendors
 16 vendors did not respond

Recommend: Motion to award to Genesis Homebound Services for overall lowest and best bid

To be funded through Special Education Dept.

RFP #23-06 - Therapeutic Day Treatment and Transportation Service (1st - 12th Grades)

Day Treatment Program and Transportation	Genesis Learning Centers/Rutherford Academy				
	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Contract Fees for Instructional Services	\$ 195.00	\$ 200.85	\$ 206.88	\$ 213.09	\$ 219.48
Contract Fees for Educational Assistants	\$ 210.00	\$ 216.30	\$ 222.79	\$ 229.47	\$ 236.36
Transportation per day per bus	\$ 575.00	\$ 592.25	\$ 610.02	\$ 628.32	\$ 647.17

Mailed to 17 vendors
 16 vendors did not respond

Recommend: Motion to award to Genesis Learning Centers/Rutherford Academy for overall lowest and best bid

To be funded through Special Education Dept.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title:	Director of Human Resources
Term of Employment:	Classified or Certified, 12 Months, Full-time
Immediate Supervisor:	Assistant Superintendent of Human Resources and Student Services
Compensation:	Classified- R118 or Certified- Years of Experience + Degree

POSITION DESCRIPTION:

The job of the Director of Human Resources was established for the purpose of assisting the Director of Schools and Assistant Superintendent for Human Resources and Student Services through leading the strategic planning and implementation of all human resources programs, including but not limited to professional and auxiliary staffing, employee recruitment and retention, wage and salary administration, leave administration, performance appraisal, employee relations, and benefits. The Director of Human Resources will meet defined objectives by planning, evaluating, and implementing and maintaining services in compliance with established guidelines.

ESSENTIAL FUNCTIONS:

Department Management and Strategic Planning

- Create and execute strategic plan for human resources in alignment with district core values as adopted by the Board and the district's strategic plan. Identify current and future needs of the district and align processes and procedures including recruitment, selection, on-boarding, professional and leadership development, training, evaluation, compensation and benefits, and retention strategies.
- Collaborates with internal and external personnel to administer the planning, development, coordination, and evaluation of operations of the human resources department including establishing department goals and objectives.
- Monitors and reviews a variety of personnel processes (e.g. certified and classified posting processes, interview schedules, certified and classified placements, personnel transfers, new employee orientation, department procedures, position control, etc.) for the purpose of ensuring efficient processing of applicants and employees.
- Direct and monitor employee performance appraisal system and ensure that supervisors have proper training. Assist supervisors and principals with employee counseling, improvement plans, and due-process procedures, where needed.

- Creates, implements, and supervises the maintenance of manual and electronic HR documents, files, records, for the purpose of providing accurate information in compliance with regulatory requirements and established guidelines.
- Select, train, supervise, and evaluate HR staff and make sound recommendations relative to assignment, retention, discipline, and dismissal.
- Develop and administer the human resources budget based on documented needs and ensure that operations are cost effective and funds are managed wisely.
- Stay abreast of current research and best practices in human resources management and development in educational and non-education-related settings.

Staffing:

- Development of strategic plan for marketing of positions to current and future employees.
- Work with principals and other administrators to forecast staffing needs and develop staffing plans. Develop and implement recruitment and retention strategies and a screening and selection process for all employees.
- Ensure that all teachers are certified in area of employment and have the appropriate credentials for assignments.
- Through collaboration with others, provide a system for new employees to acquire appropriate information, support, and training necessary for success on the job.
- Oversee all aspects of contract administration

Benefits and Compensation:

- Direct the administration of the district's compensation program including job descriptions, salary surveys, and position reclassifications.
- Oversee the management of the district's leave, health insurance, optional employee benefits, workers' compensation, and unemployment compensation benefit programs including overseeing relationship with insurance vendors and third-party administrators

Employee Relations:

- Take a proactive role in identifying and responding to employee issues; work in collaboration with district leadership to ensure preemptive and effective employee communications.
- Administer the employee grievance/complaint policy adopted by the Board. Direct the investigation, analysis, and decision-making process regarding personnel problems and/or other related policy issues.
- Conduct semi-annual and annual research regarding employee satisfaction, morale, and communications. Create system and monitor employee retention and turnover through analysis of data and exit interviews. Implement and oversee effective districtwide employee recognition programs.
- Consults with administrators on a wide variety of sensitive personnel issues for the purpose of assisting in effective decision making and enforcement of all relevant policies, procedures, regulations, and applicable laws.

- Prepare and deliver written and oral presentations on HR and management issues to the Board, principals, teachers, parents, and community groups. Attend regular meetings of the board.
 - Ensure compliance with local, state and federal employment laws. Stay abreast of state and federal public policy changes that could impact the district.
-

Working Environment:

Generally, the job requires 80% sitting, 10% walking, and 10% standing.

Physical Requirements: occasional lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching; and significant fine finger dexterity.

Up to 25% travel may be required to support recruiting activities

QUALIFICATIONS:

Minimum experience:

Five (5) years of progressively responsible experience in human resources management or public-school administration
Five (5) years supervisory experience.

Minimum education: Bachelor's degree in human resources, human capital management, or equivalent. Masters degree or higher preferred.

The ideal candidate will have the following education, experience, skills, knowledge, abilities and/or competencies:

- Knowledge of human resources laws and regulations and how they translate to recruitment best practices.
- Knowledge of recruiting methods and strategies.
- Ability to perform advanced math, prepare spreadsheets with advanced formulas, diagrams, graphs, etc.
- Ability to prioritize tasks and to delegate them when appropriate.
- Ability to function well in a high-paced and at times stressful environment.
- Ability to adapt to changing work priorities; communicate with diverse groups; and work as part of a team.
- Skill in reviewing and interpreting highly technical information and data and drawing meaningful conclusions.
- Skill in setting goals and objectives.
- Skill in problem determination and resolution.
- Ability to review data and create/develop and maintain accurate reports.
- Ability to plan, implement, and evaluate program services.
- Ability to establish, implement, and/or modify policies and procedures within established guidelines.
- Ability to present content to colleagues, potential candidates, community organizations, and other stakeholders.
- Ability to use judgment in interpreting and applying procedures and precedents to specific cases.
- Ability to lead and/or coordinate the work of others, as assigned.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain effective working relationships.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title:	Deputy Superintendent
Term of Employment:	Classified or Certified, 12 Months, Full-time
Immediate Supervisor:	Director of Schools
Compensation:	Certified- Years of Experience/Degree/Index: Classified-R121

POSITION DESCRIPTION:

The job of the Deputy Superintendent was established for the purpose of assisting the Director of Schools and Assistant Superintendents in day to day operations, stakeholder engagement, and special project facilitation. The Deputy Superintendent works closely with the Director of Schools, Principals, and other members of District Administration to ensure effective administration of the school district, and the Board of Education's Strategic Plan.

ESSENTIAL FUNCTIONS:

Operations:

- Assists Director of Schools with execution of policies, procedures, and processes to ensure efficient day to day operation and success of RCS Strategic Plan.
- Serve as Director of Schools point of contact for special projects within the school system such as new construction, renovations/additions, zoning, etc.
- Work with other administrators and staff on issues related to student behavior/discipline and all applicable Board Policies. Serve as intermediary between Director of Schools and stakeholders for issues involving student discipline, not limited to, but also including reported occurrences of bullying and violations of student Code of Conduct.
- Assist the Director of Schools and other administrators and staff with the connection of Strategic Plan priorities to measurable outcomes.
- Assists Director of Schools and Assistant Superintendents with evaluations of school principals as required by TCA.
- Collaborates with internal and external stakeholders to build support for RCS while ensuring Director of Schools is abreast of all situations.

- Monitors and supports evaluating the effectiveness of personnel and directing support systems to ensure high levels of performance for all district employees.
- Assist the Director of Schools in making contractual decisions related to the recruitment, hiring, assignment, transfer, and reappointment of school and district level leadership and other appropriate staff members.
- Along with Assistant Superintendents coordinates and assumes the essential duties and responsibilities in the Director of Schools absence.
- Assist in supervision in the development of budgets, in securing funding for individual projects, and monitoring reports of educational subprograms.
- With Director of Schools and RCS Legal Department, coordinate ongoing review of all Board Policies for applicability and effectiveness.
- Develop and maintain professional and personal skills and knowledge necessary to provide the leadership expected in the Deputy Superintendency.
- Participate in local, state, and national professional organizations and conferences through membership, attendance, and/or presentation.
- Establish networks with similar school systems and attend educational conferences.
- Conduct semi-annual and annual research on effectiveness of district programs.

Employee Relations:

- Take a proactive role in identifying and responding to employee issues; work in collaboration with district leadership to ensure preemptive and effective employee communications.
- Assist in administering the employee grievance/complaint policy adopted by the Board as needed. Along with Human Resources Director and Assistant Superintendent for Human Resources, provide complete investigative file and recommendation to Director of Schools for review on employee grievance issues.
- Consults with administrators on a wide variety of sensitive personnel issues for the purpose of assisting in effective decision making and enforcement of all relevant policies, procedures, regulations, and applicable laws.
- Prepare and deliver written and oral presentations to the Board, principals, teachers, parents, and community groups. Attend regular meetings of the board.
- Ensure compliance with local, state and federal employment laws. Stay abreast of state and federal public policy changes that could impact the district.

Working Environment:

Generally, the job requires 50% sitting, 25% walking, and 25% standing.

Physical Requirements: occasional lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity.

District wide travel expected on regular and recurring basis. Federal levels of Mileage compensation provided.

QUALIFICATIONS:

Minimum experience:

Five (5) years of progressively responsible experience in district, school, or upper level management.
Five (5) years supervisory experience.

Minimum education:

- Master's Degree from an accredited college or university, Doctorate, preferred.
- Successful experience in teaching and administration
- Appropriate state of Tennessee certification/license
- Such alternatives to the above qualifications as the Director of Schools may find appropriate

The ideal candidate will have the following education, experience, skills, knowledge, abilities and/or competencies:

- Knowledge of school and district operations at a senior level
- Ability to effectively carryout duties of position while also understanding policital aspect of public education
- Ability to perform advanced math, prepare spreadsheets with advanced formulas, diagrams, graphs, etc.
- Ability to prioritize tasks and to delegate them when appropriate.
- Ability to function well in a high-paced and at times stressful environment.
- Ability to adapt to changing work priorities; communicate with diverse groups; and work as part of a team.
- Skill in reviewing and interpreting highly technical information and data and drawing meaningful conclusions.
- Skill in setting goals and objectives.
- Skill in problem determination and resolution.
- Ability to review data and create/develop and maintain accurate reports.
- Ability to plan, implement, and evaluate program services.
- Ability to establish, implement, and/or modify policies and procedures within established guidelines.
- Ability to present content to colleagues, potential candidates, community organizations, and other stakeholders.
- Ability to use judgment in interpreting and applying procedures and precedents to specific cases.
- Ability to lead and/or coordinate the work of others, as assigned.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain effective working relationships.

Rutherford County Schools Proposed Certified Pay Schedule 2023-2024

Grade/Step	BA	MA	MA+45	EDS	DR	200 day certified teacher	
0	\$47,176.50	\$51,186.50	\$55,537.36	\$58,314.22	\$61,229.93		
1	\$48,002.09	\$52,082.27	\$56,509.26	\$59,334.72	\$62,301.46	<i>Placement on New Scale</i>	
2	\$48,842.13	\$52,993.71	\$57,498.17	\$60,373.08	\$63,391.73	Years 22 to 25	Step 22
3	\$49,696.86	\$53,921.10	\$58,504.39	\$61,429.61	\$64,501.09	Years 26 to 29	Step 23
4	\$50,566.56	\$54,864.71	\$59,528.22	\$62,504.63	\$65,629.86	Years 30 to 35	Step 24
5	\$52,083.55	\$56,510.66	\$61,314.06	\$64,379.77	\$67,598.75	Years 35 +	Step 25
6	\$53,906.48	\$58,488.53	\$63,460.05	\$66,633.06	\$69,964.71		
7	\$55,254.14	\$59,950.74	\$65,046.56	\$68,298.88	\$71,713.83		
8	\$56,635.49	\$61,449.51	\$66,672.72	\$70,006.36	\$73,506.67		
9	\$58,051.38	\$62,985.75	\$68,339.54	\$71,756.51	\$75,344.34		
10	\$59,502.67	\$64,560.39	\$70,048.03	\$73,550.43	\$77,227.95		
11	\$60,692.72	\$65,851.60	\$71,448.99	\$75,021.44	\$78,772.51		
12	\$61,603.11	\$66,839.37	\$72,520.72	\$76,146.76	\$79,954.10		
13	\$62,527.16	\$67,841.97	\$73,608.53	\$77,288.96	\$81,153.41		
14	\$63,465.06	\$68,859.59	\$74,712.66	\$78,448.29	\$82,370.71		
15	\$64,258.38	\$69,720.34	\$75,646.57	\$79,428.90	\$83,400.34		
16	\$65,061.61	\$70,591.84	\$76,592.15	\$80,421.76	\$84,442.85		
17	\$65,874.88	\$71,474.24	\$77,549.55	\$81,427.03	\$85,498.38		
18	\$66,698.31	\$72,367.67	\$78,518.92	\$82,444.87	\$86,567.11		
19	\$67,365.30	\$73,091.35	\$79,304.11	\$83,269.32	\$87,432.78		
20	\$68,038.95	\$73,822.26	\$80,097.15	\$84,102.01	\$88,307.11		
21	\$68,549.24	\$74,375.93	\$80,697.88	\$84,732.77	\$88,969.41		
22	\$69,063.36	\$74,933.75	\$81,303.11	\$85,368.27	\$89,636.68		
23	\$69,581.34	\$75,495.75	\$81,912.89	\$86,008.53	\$90,308.96		
24	\$69,929.24	\$75,873.23	\$82,322.45	\$86,438.58	\$90,760.50		
25	\$70,278.89	\$76,252.59	\$82,734.07	\$86,870.77	\$91,214.31		

This is a new pay scale for the 23-24 school year. This scale increases the number of steps from 21 to 26 5% increase to the base teacher salary of Bachelors with 0 years experience from 22-23 SY. (Percentage increase varies based on years and degree with r. Employees will be assigned a step based on years of total certified teaching experience (or recognized equivalent such as military, etc) Certified employees with more than 21 years experience (the current end of the scale) will be placed on a new step based on range of recognized experie. After 23-24 SY, employees will move a step with each year of experience earned until Step 25

Rutherford County Schools Proposed Administrative Pay Scale

1. Find Teacher Salary for individual employee on Certified Pay Schedule (years experience + degree)	
2. Teacher Salary / 200 = Daily Rate	
3. Daily Rate X Number of days in contract = Salary	
4. Salary X Index for position = FY 23-24 Salary	
Assistant Principal:	
Grades K-8	1.15
High School, Alternative Schools	1.18
Staff Supplement: more than 60 certified staff members	\$2,500.00
Principal:	
Grades K-5	1.25
Grades K-8	1.30
Grades 6-8	1.30
Grades 9-12 under 1500 and Eagleville	1.35
Grades 9-12 over 1500 students	1.40
Staff Supplement more than 60 certified staff members	\$2,500.00
Student Supplement- ES more than 800 students	\$2,500.00
Student Supplement- MS more than 1100 students	\$2,500.00
Student Supplement- HS more than 2000 students	\$2,500.00
Administrative	
Specialists (SPED, Non- Supervisory)	1.10
Specialists	1.15
Supervisor	1.20
Coordinator	1.25
Director Tier I	1.30
Deputy Director	1.35
Assistant Superintendent	1.41
Deputy Superintendent	1.45

Rutherford County Schools Classified Pay Schedule 2023-2024

Instructions:

For Current Employees/Prospective Employees/New Hires

1. Find pay grade position (in green charts).
2. Find pay grade for New/Current RCS Emp (in grey on hourly or salary pay schedule)
3. Move to the right along scale to find years of experience
4. Steps do not correlate to Experience so disregard Steps for FY23-24

* During the salary conversion, some employees FY23-24 hourly or annual rate may be equal to

Pay Grade	R100	R101	R102
Positions:	Seasonal/Temp	Custodian	SPED EA
		Food Service Staff	ESL EA
		EA (non-sped)	Family Liaison
		Bus Aide	
		Café Monitor	

Rutherford County Schools Hourly Classified Pay Schedule 2023-2024

Current Status	Pay Grade	Experience	
		0	1
		Step	
N/A for FY23/24	R100	\$10.00	\$10.21
New/Current RCS Emp	R100	\$10.00	\$10.21
N/A for FY23/24	R101	\$16.17	\$16.43
New/Current RCS Emp	R101	\$16.17	\$16.43
N/A for FY23/24	R102	\$16.98	\$17.26
New/Current RCS Emp	R102	\$16.98	\$17.26
N/A for FY23/24	R103	\$17.83	\$18.12
New/Current RCS Emp	R103	\$17.83	\$18.12
N/A for FY23/24	R104	\$18.72	\$19.02
New/Current RCS Emp	R104	\$18.72	\$19.02
N/A for FY23/24	R105	\$19.65	\$19.98
New/Current RCS Emp	R105	\$19.65	\$19.98

N/A for FY23/24	R106	\$20.64	\$20.97
New/Current RCS Emp	R106	\$20.64	\$20.97
N/A for FY23/24	R107	\$21.67	\$22.02
New/Current RCS Emp	R107	\$21.67	\$22.02
N/A for FY23/24	R108	\$22.75	\$23.12
New/Current RCS Emp	R108	\$22.75	\$23.12
N/A for FY23/24	R109	\$23.89	\$24.28
New/Current RCS Emp	R109	\$23.89	\$24.28
N/A for FY23/24	R110	\$26.28	\$26.71
New/Current RCS Emp	R110	\$26.28	\$26.71

Pay Grade	R111	R112	R113
Positions:	Tech Sup Spec I	Accountant II	Tech Sup Spec II
	ATLAS Spec	Exec Adm Asst (CO)	
	Proj Mgr I	Mat Center Sup	
		Benefits Specialist II	
		Purchasing Agent	
		Payroll Account. II	

Rutherford County Schools Salary Classified Pay Schedule 2023-2024

Current Status	Pay Grade	Experience	
		0	1
		Step	
		0	1
N/A for FY23/24	R111	\$57,394.43	\$58,332.88
New/Current RCS Emp	R111	\$57,394.43	\$58,332.88
N/A for FY23/24	R112	\$60,264.15	\$61,249.52
New/Current RCS Emp	R112	\$60,264.15	\$61,249.52
N/A for FY23/24	R113	\$63,277.36	\$64,311.99
New/Current RCS Emp	R113	\$63,277.36	\$64,311.99
N/A for FY23/24	R114	\$66,441.22	\$67,527.59
New/Current RCS Emp	R114	\$66,441.22	\$67,527.59
N/A for FY23/24	R115	\$73,085.35	\$74,280.35
New/Current RCS Emp	R115	\$73,085.35	\$74,280.35
N/A for FY23/24	R116	\$78,566.75	\$79,851.38
New/Current RCS Emp	R116	\$78,566.75	\$79,851.38
N/A for FY23/24	R117	\$84,459.25	\$85,840.23
New/Current RCS Emp	R117	\$84,459.25	\$85,840.23

N/A for FY23/24	R118	\$90,793.70	\$92,278.25
New/Current RCS Emp	R118	\$90,793.70	\$92,278.25
N/A for FY23/24	R119	\$97,603.23	\$99,199.12
New/Current RCS Emp	R119	\$97,603.23	\$99,199.12
N/A for FY23/24	R120	\$104,923.47	\$106,639.05
New/Current RCS Emp	R120	\$104,923.47	\$106,639.05
N/A for FY23/24	R121	\$112,792.73	\$114,636.98
New/Current RCS Emp	R121	\$112,792.73	\$114,636.98

or less than their current FY22-23 rate. To make sure they receive an adequate increase, the

R103	R104	R105	R106
Bookkeeper	Adm Asst I (CO)	Adm Asst II (CO)	Trans Router
Attend Secretary	Behavior EA	Warehouse Clerk I	SN Clerk
School Secretary	HS Lead Cust	Trans CPL Coord	Account Clerk II
FS Asst Manger	CTE Adm Assist	Trans Adm Assist I	Adm Asst III (CO)
ES/MS Lead Cust	SPED Finance Clerk	Maint Level I	Payroll Clerk II
Hearing/Vison EA	Trans Router Assist	Maint Secretary	Maint Level II
SPED Trans Case	ESL Parent Facil		Schl Nurse (AS Deg)
Courier			Trans Adm Assist II
School Coun Sec			Maint Adm Assist II
Material Ctr Clerk			

2	3	4	5
2	3	4	5
\$10.43	\$10.66	\$10.89	\$11.12
\$10.43	\$10.66	\$10.89	\$11.12
\$16.70	\$16.98	\$17.25	\$17.54
\$16.70	\$16.98	\$17.25	\$17.54
\$17.54	\$17.83	\$18.12	\$18.41
\$17.54	\$17.83	\$18.12	\$18.41
\$18.42	\$18.72	\$19.02	\$19.33
\$18.42	\$18.72	\$19.02	\$19.33
\$19.34	\$19.65	\$19.97	\$20.30
\$19.34	\$19.65	\$19.97	\$20.30
\$20.30	\$20.63	\$20.97	\$21.32
\$20.30	\$20.63	\$20.97	\$21.32

\$21.32	\$21.67	\$22.02	\$22.38
\$21.32	\$21.67	\$22.02	\$22.38
\$22.38	\$22.75	\$23.12	\$23.50
\$22.38	\$22.75	\$23.12	\$23.50
\$23.50	\$23.89	\$24.28	\$24.67
\$23.50	\$23.89	\$24.28	\$24.67
\$24.68	\$25.08	\$25.49	\$25.91
\$24.68	\$25.08	\$25.49	\$25.91
\$27.15	\$27.59	\$28.04	\$28.50
\$27.15	\$27.59	\$28.04	\$28.50

R114	R115	R116	R117
Project Manager II	Assist Dir (TIER I)	Dir (Tier I)	Dir (Tier II)
Assist Maint Dir	Title IX Coord	Maint. Director	
	Tech Sup Spec III	Nutrition Director	
	District Planner	Athletic Director	
	Athletic Asst. Dir	CSH Director	
	Assist Gen Coun.	Purchasing Director	
	Safe Schls Asst. Dir	Trans. Director	
	SN Assist. Dir		
	Proj Mgr III		

2	3	4	5
2	3	4	5
\$59,286.67	\$60,256.05	\$61,241.29	\$62,242.64
\$59,286.67	\$60,256.05	\$61,241.29	\$62,242.64
\$62,251.00	\$63,268.86	\$64,303.35	\$65,354.77
\$62,251.00	\$63,268.86	\$64,303.35	\$65,354.77
\$65,363.55	\$66,432.30	\$67,518.52	\$68,622.51
\$65,363.55	\$66,432.30	\$67,518.52	\$68,622.51
\$68,631.73	\$69,753.91	\$70,894.45	\$72,053.63
\$68,631.73	\$69,753.91	\$70,894.45	\$72,053.63
\$75,494.90	\$76,729.31	\$77,983.89	\$79,259.00
\$75,494.90	\$76,729.31	\$77,983.89	\$79,259.00
\$81,157.02	\$82,484.00	\$83,832.69	\$85,203.42
\$81,157.02	\$82,484.00	\$83,832.69	\$85,203.42
\$87,243.79	\$88,670.30	\$90,120.14	\$91,593.68
\$87,243.79	\$88,670.30	\$90,120.14	\$91,593.68

\$93,787.08	\$95,320.58	\$96,879.15	\$98,463.20
\$93,787.08	\$95,320.58	\$96,879.15	\$98,463.20
\$100,821.11	\$102,469.62	\$104,145.08	\$105,847.94
\$100,821.11	\$102,469.62	\$104,145.08	\$105,847.94
\$108,382.69	\$110,154.84	\$111,955.96	\$113,786.54
\$108,382.69	\$110,154.84	\$111,955.96	\$113,786.54
\$116,511.39	\$118,416.45	\$120,352.66	\$122,320.53
\$116,511.39	\$118,416.45	\$120,352.66	\$122,320.53

pay will increase steps until minimum raise (5%) amount is reached.

R107	R108	R109	R110
CSH Asst	HR Analyst I	Comms Spec	HR Analyst II
Maint Level III	Benefits Spec	Sign Language Int	Accountant I
SN Managers	Trans Tech	HVAC Tech IV	Paralegal
Account Clerk III	Cable Tech	WH Supervisor	Payroll Account I
EduLog Coord	Maint Level IV	ESL Parent Facil	Attend Analyst
Payroll Clerk III	Trans Coord	SPED Interp	
Warehouse Clerk II	Certified RBT	Custodian Super	
	Fire Alarm Tech	Maint Lead	
	Tech Shop Tec		
	SN Field Manager		
	SN Accountant		
	COTA		

6	7	8	9
6	7	8	9
\$11.36	\$11.60	\$11.85	\$12.10
\$11.36	\$11.60	\$11.85	\$12.10
\$17.82	\$18.11	\$18.41	\$18.71
\$17.82	\$17.82	\$18.11	\$18.11
\$18.71	\$19.02	\$19.33	\$19.65
\$18.71	\$18.71	\$19.02	\$19.02
\$19.65	\$19.97	\$20.30	\$20.63
\$19.65	\$19.65	\$19.97	\$19.97
\$20.63	\$20.97	\$21.31	\$21.66
\$20.63	\$20.97	\$21.31	\$21.66
\$21.66	\$22.02	\$22.38	\$22.74
\$21.66	\$22.02	\$22.38	\$22.74

\$22.75	\$23.12	\$23.50	\$23.88
\$22.75	\$22.75	\$22.75	\$22.75
\$23.88	\$24.27	\$24.67	\$25.07
\$23.88	\$23.88	\$24.27	\$24.27
\$25.08	\$25.49	\$25.91	\$26.33
\$25.08	\$25.08	\$25.49	\$25.91
\$26.33	\$26.76	\$27.20	\$27.65
\$26.33	\$26.33	\$26.76	\$26.76
\$28.97	\$29.44	\$29.92	\$30.41
\$28.97	\$28.97	\$29.44	\$29.44

R118	R119	R120	R121
Dir (Tier III)			CFO
General Counsel			COO
Comm Dir			
Safe Schools Dir			
HR Director			
Technology Dir			
Finance Director			

6	7	8	9
6	7	8	9
\$63,260.36	\$64,294.72	\$65,345.99	\$66,414.45
\$63,260.36	\$64,294.72	\$65,345.99	\$66,414.45
\$66,423.37	\$67,509.45	\$68,613.29	\$69,735.17
\$66,423.37	\$67,509.45	\$67,509.45	\$67,509.45
\$69,744.54	\$70,884.92	\$72,043.95	\$73,221.93
\$69,744.54	\$70,884.92	\$70,884.92	\$70,884.92
\$73,231.77	\$74,429.17	\$75,646.15	\$76,883.03
\$73,231.77	\$74,429.17	\$74,429.17	\$74,429.17
\$80,554.95	\$81,872.09	\$83,210.77	\$84,571.33
\$80,554.95	\$81,872.09	\$81,872.09	\$81,872.09
\$86,596.57	\$88,012.49	\$89,451.57	\$90,914.18
\$86,596.57	\$88,012.49	\$88,012.49	\$88,012.49
\$93,091.31	\$94,613.43	\$96,160.44	\$97,732.74
\$93,091.31	\$94,613.43	\$94,613.43	\$94,613.43

\$100,073.16	\$101,709.44	\$103,372.47	\$105,062.70
\$100,073.16	\$101,709.44	\$101,709.44	\$101,709.44
\$107,578.65	\$109,337.65	\$111,125.41	\$112,942.40
\$107,578.65	\$109,337.65	\$109,337.65	\$109,337.65
\$115,647.04	\$117,537.97	\$119,459.82	\$121,413.08
\$115,647.04	\$117,537.97	\$117,537.97	\$117,537.97
\$124,320.57	\$126,353.32	\$128,419.30	\$130,519.06
\$124,320.57	\$126,353.32	\$126,353.32	\$126,353.32

10	11	12	13
10	11	12	13
\$12.36	\$12.63	\$12.90	\$13.18
\$12.36	\$12.63	\$12.90	\$13.18
\$19.02	\$19.33	\$19.64	\$19.97
\$18.41	\$18.71	\$18.71	\$19.02
\$19.97	\$20.29	\$20.63	\$20.96
\$19.33	\$19.33	\$19.65	\$19.65
\$20.97	\$21.31	\$21.66	\$22.01
\$20.30	\$20.30	\$20.63	\$20.63
\$22.01	\$22.37	\$22.74	\$23.11
\$22.01	\$22.01	\$22.37	\$22.37
\$23.12	\$23.49	\$23.88	\$24.27
\$23.12	\$23.12	\$23.49	\$23.49

\$24.27	\$24.67	\$25.07	\$25.48
\$23.50	\$23.50	\$23.50	\$23.88
\$25.48	\$25.90	\$26.33	\$26.76
\$24.67	\$24.67	\$25.07	\$25.07
\$26.76	\$27.20	\$27.64	\$28.09
\$26.33	\$26.33	\$26.76	\$26.76
\$28.10	\$28.56	\$29.02	\$29.50
\$27.20	\$27.20	\$27.20	\$27.65
\$30.91	\$31.41	\$31.93	\$32.45
\$29.92	\$29.92	\$29.92	\$30.41

10	11	12	13
10	11	12	13
\$67,500.38	\$68,604.07	\$69,725.80	\$70,865.88
\$67,500.38	\$68,604.07	\$68,604.07	\$69,725.80
\$70,875.40	\$72,034.27	\$73,212.10	\$74,409.17
\$68,613.29	\$68,613.29	\$68,613.29	\$68,613.29
\$74,419.17	\$75,635.99	\$76,872.70	\$78,129.63
\$72,043.95	\$72,043.95	\$72,043.95	\$72,043.95
\$78,140.13	\$79,417.79	\$80,716.33	\$82,036.11
\$75,646.15	\$75,646.15	\$75,646.15	\$75,646.15
\$85,954.14	\$87,359.57	\$88,787.97	\$90,239.73
\$83,210.77	\$83,210.77	\$83,210.77	\$83,210.77
\$92,400.70	\$93,911.53	\$95,447.07	\$97,007.71
\$89,451.57	\$89,451.57	\$89,451.57	\$89,451.57
\$99,330.76	\$100,954.90	\$102,605.60	\$104,283.28
\$96,160.44	\$96,160.44	\$96,160.44	\$96,160.44

\$106,780.56	\$108,526.52	\$110,301.02	\$112,104.53
\$103,372.47	\$103,372.47	\$103,372.47	\$103,372.47
\$114,789.11	\$116,666.00	\$118,573.59	\$120,512.37
\$111,125.41	\$111,125.41	\$111,125.41	\$111,125.41
\$123,398.29	\$125,415.95	\$127,466.61	\$129,550.80
\$119,459.82	\$119,459.82	\$119,459.82	\$119,459.82
\$132,653.16	\$134,822.15	\$137,026.61	\$139,267.11
\$128,419.30	\$128,419.30	\$128,419.30	\$128,419.30

14	15	16	17
14	15	16	17
\$13.46	\$13.75	\$14.04	\$14.35
\$13.46	\$13.75	\$14.04	\$14.35
\$20.29	\$20.62	\$20.96	\$21.30
\$19.02	\$19.33	\$19.33	\$19.64
\$21.31	\$21.65	\$22.01	\$22.37
\$19.97	\$20.29	\$20.29	\$20.29
\$22.37	\$22.74	\$23.11	\$23.49
\$20.97	\$20.97	\$21.31	\$21.31
\$23.49	\$23.87	\$24.26	\$24.66
\$22.37	\$22.74	\$22.74	\$23.11
\$24.66	\$25.07	\$25.48	\$25.89
\$23.49	\$23.88	\$23.88	\$24.27

\$25.90	\$26.32	\$26.75	\$27.19
\$23.88	\$24.27	\$24.27	\$24.67
\$27.19	\$27.64	\$28.09	\$28.55
\$25.48	\$25.48	\$26.33	\$26.33
\$28.55	\$29.02	\$29.49	\$29.98
\$27.20	\$27.20	\$27.64	\$27.64
\$29.98	\$30.47	\$30.97	\$31.48
\$27.65	\$28.10	\$28.10	\$28.56
\$32.98	\$33.52	\$34.07	\$34.62
\$30.41	\$30.91	\$30.91	\$31.41

14	15	16	17
14	15	16	17
\$72,024.60	\$73,202.26	\$74,399.18	\$75,615.67
\$69,725.80	\$70,865.88	\$70,865.88	\$72,024.60
\$75,625.83	\$76,862.37	\$78,119.14	\$79,396.45
\$69,735.17	\$69,735.17	\$69,735.17	\$70,875.40
\$79,407.12	\$80,705.49	\$82,025.09	\$83,366.27
\$73,221.93	\$73,221.93	\$73,221.93	\$74,419.17
\$83,377.47	\$84,740.77	\$86,126.35	\$87,534.59
\$76,883.03	\$76,883.03	\$76,883.03	\$78,140.13
\$91,715.22	\$93,214.84	\$94,738.98	\$96,288.05
\$84,571.33	\$84,571.33	\$84,571.33	\$85,954.14
\$98,593.86	\$100,205.96	\$101,844.41	\$103,509.65
\$90,914.18	\$90,914.18	\$90,914.18	\$92,400.70
\$105,988.40	\$107,721.40	\$109,482.74	\$111,272.87
\$97,732.74	\$97,732.74	\$97,732.74	\$99,330.76

\$113,937.53	\$115,800.51	\$117,693.94	\$119,618.34
\$105,062.70	\$105,062.70	\$105,062.70	\$106,780.56
\$122,482.85	\$124,485.55	\$126,520.99	\$128,589.71
\$112,942.40	\$112,942.40	\$112,942.40	\$114,789.11
\$131,669.06	\$133,821.96	\$136,010.06	\$138,233.94
\$121,413.08	\$121,413.08	\$121,413.08	\$123,398.29
\$141,544.24	\$143,858.61	\$146,210.82	\$148,601.49
\$130,519.06	\$130,519.06	\$130,519.06	\$132,653.16

18	19	20	21
18	19	20	21
\$14.65	\$14.97	\$15.29	\$15.62
\$14.65	\$14.97	\$15.29	\$15.62
\$21.65	\$22.01	\$22.37	\$22.73
\$19.64	\$19.97	\$20.29	\$20.29
\$22.73	\$23.11	\$23.48	\$23.87
\$20.63	\$20.63	\$20.96	\$20.96
\$23.87	\$24.26	\$24.66	\$25.06
\$21.66	\$21.66	\$22.01	\$22.01
\$25.06	\$25.47	\$25.89	\$26.31
\$23.11	\$23.49	\$23.87	\$23.87
\$26.32	\$26.75	\$27.19	\$27.63
\$24.27	\$24.66	\$25.07	\$25.07

\$27.63	\$28.09	\$28.54	\$29.01
\$24.67	\$24.67	\$25.48	\$25.48
\$29.02	\$29.49	\$29.97	\$30.46
\$26.76	\$26.76	\$27.19	\$27.19
\$30.47	\$30.96	\$31.47	\$31.99
\$28.09	\$28.09	\$28.55	\$28.55
\$31.99	\$32.51	\$33.04	\$33.58
\$28.56	\$29.02	\$29.50	\$29.50
\$35.19	\$35.76	\$36.35	\$36.94
\$31.41	\$31.93	\$32.45	\$32.45

18	19	20	21
18	19	20	21
\$76,852.05	\$78,108.64	\$79,385.78	\$80,683.81
\$72,024.60	\$73,202.26	\$73,202.26	\$74,399.18
\$80,694.65	\$82,014.07	\$83,355.07	\$84,718.00
\$70,875.40	\$70,875.40	\$72,034.27	\$72,034.27
\$84,729.38	\$86,114.78	\$87,522.83	\$88,953.90
\$74,419.17	\$74,419.17	\$75,635.99	\$75,635.99
\$88,965.85	\$90,420.52	\$91,898.97	\$93,401.59
\$78,140.13	\$78,140.13	\$79,417.79	\$79,417.79
\$97,862.44	\$99,462.57	\$101,088.87	\$102,741.75
\$85,954.14	\$85,954.14	\$87,359.57	\$88,787.97
\$105,202.12	\$106,922.26	\$108,670.53	\$110,447.38
\$92,400.70	\$92,400.70	\$93,911.53	\$93,911.53
\$113,092.28	\$114,941.43	\$116,820.82	\$118,730.94
\$99,330.76	\$99,330.76	\$100,954.90	\$100,954.90

\$121,574.20	\$123,562.04	\$125,582.38	\$127,635.76
\$106,780.56	\$106,780.56	\$108,526.52	\$108,526.52
\$130,692.26	\$132,829.19	\$135,001.06	\$137,208.44
\$114,789.11	\$114,789.11	\$116,666.00	\$116,666.00
\$140,494.18	\$142,791.38	\$145,126.14	\$147,499.07
\$123,398.29	\$123,398.29	\$125,415.95	\$125,415.95
\$151,031.25	\$153,500.73	\$156,010.60	\$158,561.50
\$132,653.16	\$132,653.16	\$134,822.15	\$134,822.15

22	23	24	25
22	23	24	25
\$15.95	\$16.29	\$16.64	\$17.00
\$15.95	\$16.29	\$16.64	\$17.00
\$23.10	\$23.48	\$23.86	\$24.26
\$20.29	\$20.62	\$20.62	\$21.31
\$24.26	\$24.65	\$25.06	\$25.47
\$20.96	\$21.31	\$21.31	\$21.65
\$25.47	\$25.89	\$26.31	\$26.74
\$22.37	\$22.37	\$22.74	\$23.11
\$26.74	\$27.18	\$27.63	\$28.08
\$24.26	\$24.26	\$24.66	\$25.06
\$28.08	\$28.54	\$29.01	\$29.48
\$25.48	\$25.48	\$25.89	\$26.32

\$29.49	\$29.97	\$30.46	\$30.96
\$25.48	\$25.90	\$25.90	\$26.32
\$30.96	\$31.47	\$31.98	\$32.50
\$27.64	\$27.64	\$27.64	\$28.09
\$32.51	\$33.04	\$33.58	\$34.13
\$29.02	\$29.02	\$29.02	\$29.49
\$34.13	\$34.69	\$35.26	\$35.84
\$29.50	\$29.98	\$30.47	\$30.97
\$37.55	\$38.16	\$38.79	\$39.42
\$32.45	\$32.98	\$33.52	\$34.07

22	23	24	25
22	23	24	25
\$82,003.06	\$83,343.88	\$84,706.62	\$86,091.64
\$74,399.18	\$75,615.67	\$75,615.67	\$76,852.05
\$86,103.21	\$87,511.07	\$88,941.95	\$90,396.22
\$73,212.10	\$73,212.10	\$74,409.17	\$75,625.83
\$90,408.37	\$91,886.62	\$93,389.05	\$94,916.04
\$76,872.70	\$76,872.70	\$78,129.63	\$79,407.12
\$94,928.79	\$96,480.95	\$98,058.50	\$99,661.84
\$80,716.33	\$80,716.33	\$82,036.11	\$83,377.47
\$104,421.67	\$106,129.05	\$107,864.35	\$109,628.02
\$90,239.73	\$91,715.22	\$93,214.84	\$93,214.84
\$112,253.29	\$114,088.73	\$115,954.17	\$117,850.12
\$95,447.07	\$95,447.07	\$97,007.71	\$98,593.86
\$120,672.29	\$122,645.38	\$124,650.74	\$126,688.88
\$102,605.60	\$102,605.60	\$104,283.28	\$105,988.40

\$129,722.71	\$131,843.79	\$133,999.54	\$136,190.55
\$110,301.02	\$112,104.53	\$113,937.53	\$115,800.51
\$139,451.91	\$141,732.07	\$144,049.51	\$146,404.84
\$118,573.59	\$118,573.59	\$120,512.37	\$122,482.85
\$149,910.81	\$152,361.98	\$154,853.22	\$157,385.20
\$127,466.61	\$127,466.61	\$129,550.80	\$131,669.06
\$161,154.12	\$163,789.12	\$166,467.21	\$169,189.09
\$137,026.61	\$137,026.61	\$139,267.11	\$141,544.24

SMYRNA ELEMENTARY SCHOOL LEASE AGREEMENT

FOR AND CONSIDERATION of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) PARTIES: This Agreement is by and between the Rutherford County Board of Education (Board) and the Town of Smyrna (Town).
- 2) PREMISES: The Board has and does hereby lease unto Town the premises more particularly described in Exhibit A attached hereto. This property being a part of what is presently known as the Smyrna Elementary School site located at 1001 Sam Davis Road, Smyrna, Rutherford County, Tennessee.
- 3) TERM: The term of this Lease Agreement shall be for one (1) year beginning September 1, 2022 and ending August 31, 2023. Town shall have the option to renew this Lease for two (2) additional one (1) year terms by giving notice to the Board in writing on or before July 1, 2023 and/or July 1, 2024.
- 4) RENT: Town agrees to pay Board rent in the amount ONE Dollar (\$1.00) for the term of the lease or any subsequent term.
- 5) USE: The parties hereby agree that the leased premises will be utilized by Town for recreational purposes only. Town shall submit to the Boards Assistant Superintendent for Engineering and Construction for approval all intended modifications and/or improvements to the premises.
- 6) NUISANCE, WASTE, ETC.: Town hereby agrees that the premises will be used and occupied in a careful, safe and proper manner. The property shall not be used in any manner or for the purpose creating maintaining or carrying out any nuisance, unlawful trade or custom; likewise Town shall not permit waste to occur to the premises.
- 7) SUBLETTING: Town shall not assign this Lease Agreement to any other person or party. Additionally, Town shall not sublease the premises to any other person or party.
- 8) DELIVERY OF PREMISES UPON TERMINATION OF LEASE: Town hereby agrees that upon the expiration of this Lease or any extension thereof, it will return the premises to the Board in good order and condition, and to repair or correct all damages to the premises.
- 9) DEFAULT: Upon Town's failure to abide by any term and condition of this Lease Agreement, it shall be deemed to be in default. Upon default by Town, Board shall promptly give notice to correct any such default within thirty (30) days of the notice.

Upon Town's failure to correct any such default within thirty (30) days, Board shall have the right to re-enter the premises and make any and all repairs, corrections or improvements to the property that may be necessary. Town shall be responsible to Board for any and all damages to the property resulting from its use of the premises.

- 10) COMPLIANCE WITH ALL LAWS AND REGULATIONS: Town hereby agrees to strictly comply with any and all Federal, State and Local laws, statutes, regulations and policies related to its use of the leased premises. Town shall not use, emit, dispose of, treat, store, discharge, transport or place any toxic, dangerous or any environmentally hazardous substance, chemical, waste, material or product. Town shall indemnify and hold harmless Board against and from any and all claims liabilities, expenses and losses incurred by Board as a result of any environmental clean-up costs, fines or other losses liened against the property or the Board caused by Town's use/possession of the property.
- 11) RIGHT OF ENTRY: Board may enter upon the premises at any time to view and inspect same. The Town of Smyrna and its invitees and guests shall be permitted to use the existing Smyrna Elementary School roadways for access to the premises.
- 12) DAMAGES, ACCIDENTS, ETC.: Town agrees to indemnify and hold Board harmless against all claims, costs, damages, accidents injuries to persons or property related to its use of the premises or the intentional or negligent acts of it officials, employees, agents, guests, or other users. During the terms of this lease Town shall maintain insurance coverage either through an entity authorized to do business in the State of Tennessee or through a self-insured plan in the amount of at least \$1,000,000.00
- 13) UTILITIES: Town shall be responsible for the installation, supply and any other cost related to the provision of any utilities to the leased premises.
- 14) OTHER PROVISIONS: A building/barn currently is located on the premises. If agreeable to Board and Town, the Town requests right to continue to utilize barn and surrounding area for equipment and material storage.

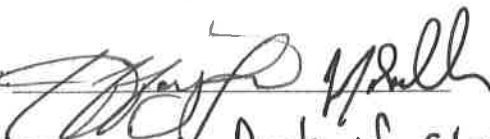
This the _____ day of _____, 2022.

Rutherford County Board of Education

Town of Smyrna

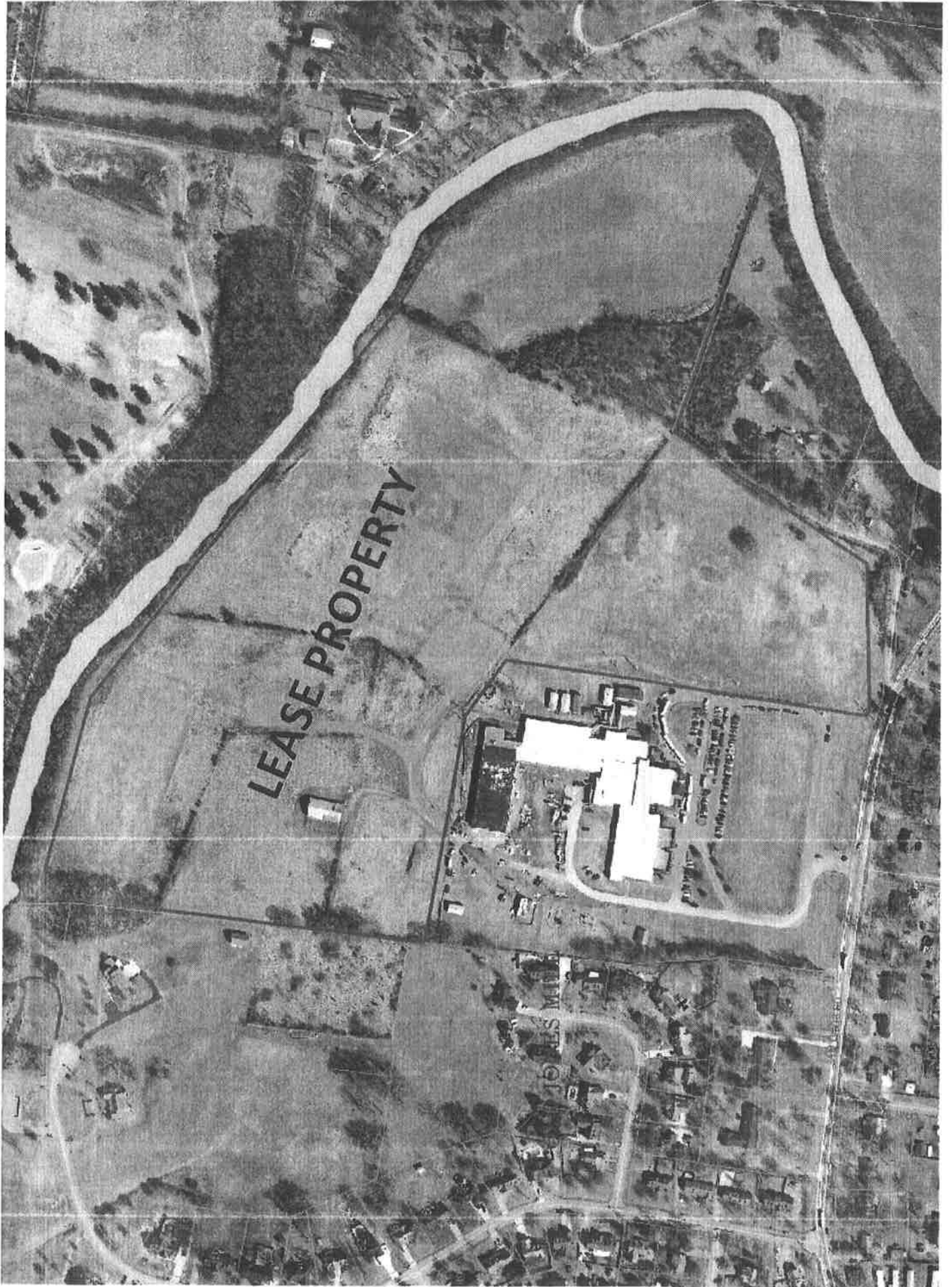
By: _____

Title: _____


Director of Schools

By: _____

Title: _____



LEASE PROPERTY

10/10/15 MILE

10/10/15 MILE

CERTIFICATE OF INSURANCE

PRODUCER:	<i>Date: 6/28/2022</i>
CCMSI 565 Marriott Drive, Suite 800 Nashville, TN. 37214	<i>This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreements below.</i>
INSURED:	COVERAGE PROVIDED BY:
Town of Smyrna 315 South Lowry Street Smyrna, TN. 37167	Coverage Provider A: Princeton Excess Coverage Provider B: Coverage Provider C:
<p>This is to certify that coverages listed below have been issued to the member named above for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded the the agreements described herein is subject to all the terms, exclusions, and conditions of such agreements.</p>	

PROVIDER	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	General Liability Excess Policy	TBD	7/1/2022	7/1/2023	\$5,000,000 per occurrence \$5,000,000 aggregate

DESCRIPTION OF OPERATIONS/SPECIAL ITEMS:	
Use of school property in Smyrna TN. & use of gyms for recreation programs.	
CERTIFICATE HOLDER	CANCELLATION:
Rutherford County Board of Education 502 Memorial Blvd. Murfreesboro, TN. 37130	Should any of the above, described agreements be cancelled before the expiration date thereof, the issuing provider will endeavor to mail 30 days written notice to the certificate holder/additional insured to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the provider, its agents or representatives.
AUTHORIZED REPRESENTATIVE:	
<i>Janet Cook,</i>	

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Smyrna High School**

THIS CUSTOMER MARKETING AGREEMENT (the "**Agreement**") is made and entered into as of the 1st day of January, 2023 (the "**Effective Date**"), by and between CCBCC OPERATIONS, LLC, a Delaware limited liability company ("**CCBCC**"), and Smyrna High School ("**Customer**").

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCBCC and Customer hereby agree as follows:

1. Product Sale and Distribution.

(a) **General.** During the term of this Agreement, Customer shall (i) merchandise, advertise, display, vend, sell and otherwise distribute, all at retail, (collectively, hereinafter referred to as "distribute" or "distribution") sparkling and still non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared, including, without limitation, all carbonated soft drinks, noncarbonated drinks, juices and juice drinks, teas and tea drinks, packaged waters, energy drinks, Isotonic and sport performance beverages, vitamin/mineral enhanced waters, and nutritional supplement beverages, that are (A) marketed under trademarks or brand names owned or controlled by or licensed for the use of CCBCC or an affiliate thereof and (B) customarily and regularly distributed by CCBCC in the ordinary course under comparable circumstances at the then subject time (the "**Products**") and (ii) obtain all of its requirements for Products from CCBCC. Customer shall distribute the Products in the manner set forth herein and shall use its best efforts to maximize the sales of, and revenue from, the Products. Such distribution shall be carried out at the locations specified on **Exhibit A** (the "**Locations**"). The brands and package forms for the Products to be distributed shall be determined by CCBCC in its discretion after consultation with Customer.

(b) **Full Service Vending Machine Sales.** With respect to self-operated, coin and bill and/or cashless vending machines placed at the Locations by CCBCC hereunder and identified as "Full Service Vending Machines" on **Exhibit C** ("**Full Service Vending Machines**"), CCBCC shall stock such vending machines in accordance herewith. All Products in such Full Service Vending Machines (and all cash and other proceeds from sales of such Products) shall be at all times the property of CCBCC, and CCBCC shall be responsible for removing from the Full Service Vending Machines all such cash and other proceeds. Customer shall return to CCBCC all such Products and proceeds that might come into Customer's possession. Customer shall have no right to access any internal areas or parts of such Full Service Vending Machines.

(c) **Direct Sales Vending Machines.** Except as provided in Section 1(b) above with respect to Full Service Vending Machines, Customer shall stock all self-operated, coin and bill and/or cashless vending machines, if any, placed at the Locations by CCBCC ("**Direct Sales Vending Machines**" and together with Full Service Vending Machines, "**Vending Machines**") in accordance herewith. Products sold through Direct Sales Vending Machines shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer's operations. Once delivered to Customer, all Products in such Direct Sales Vending Machines (and all cash and other proceeds from sales of such Products) shall be the property of Customer, with Customer having all attendant risk of loss and ownership obligations.

(d) **Delivered Bottle, Can and Fountain Sales.** In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and other non-vending machine vehicles of distribution (collectively, for convenience of reference, "**Cold Cases**"). Products sold through Cold Cases shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer's operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as are reasonably required by Customer, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to any and all minimum sale requirements on **Exhibit B**. CCBCC shall not be liable to Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.

(e) **Minimum Required Sales.** CCBCC is entering into this Agreement on the basis that Product sales at the Locations will achieve certain targets. Accordingly, the sales of Products through Full Service Vending Machines and/or to Customer for resale through Direct Sales Vending Machines and Cold Cases shall in no event be less than the minimums set forth on **Exhibit B**. Failure to achieve those minimums shall constitute an event of Cause hereunder (as defined in Section 9 below), and the term of this Agreement may be extended, in the sole discretion of CCBCC, until the minimum sale requirement is achieved, in addition to any other remedies CCBCC may have hereunder or at law or in equity.

2. Promotional Recognition. Customer hereby grants to CCBCC (and the Products) promotional recognition and the right to promote (and the cooperation and active involvement of Customer in promoting) CCBCC and the Products in connection with Customer, the Locations and any activities, functions and event venues operating under the auspices of Customer ("**Related Activities**"). Promotional recognition benefits include, without limitation, those set forth on **Exhibit A**. CCBCC shall have the right to use any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by Customer (collectively, the "**Customer Marks**") on a royalty-free basis during the Term (as defined below). Without limiting the generality of the foregoing, CCBCC shall submit to Customer, and Customer shall have the right to approve within ten (10) days of receipt from CCBCC, which approval shall not be unreasonably withheld, conditioned or delayed, (i) any concept for any promotional activity undertaken by CCBCC hereunder with respect to Customer or any Location or Related Activity and (ii) any artwork or other items created by CCBCC that incorporate any Customer Marks for use in any such promotional activity. In the event that Customer fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by Customer. CCBCC shall have access to the Locations and any Related Activities at all reasonable times for any appropriate purposes hereunder and, with respect to promotions, agrees to comply with any reasonable requirements of Customer regarding operation, placement, set-up and tear-down of CCBCC's promotional materials.

3. Exclusivity. In consideration for, and as a material inducement to, CCBCC entering into this Agreement, Customer expressly agrees that, during the Term, Customer shall not (i) distribute, or allow any others to distribute, to any person in any manner, for compensation or otherwise, directly or indirectly, any products or supplies on or at the Locations or any Related Activities that are similar to, the same as or comparable to or compete with the Products ("**Competing Products**") or (ii) grant any similar marketing or sponsorship recognition to any Competing Products (or any distributor of Competing Products). In the event that any third party attempts, without CCBCC's prior written consent, to distribute any Competing Product at the Locations or any Related Activities or to associate any Competing Product with Customer, or to suggest that a Competing Product is endorsed by, or associated with, Customer, then Customer will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights granted to CCBCC under this Agreement.

4. Marketing Fees; Rebates. During the Initial Term (as defined in Section 9 below) of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall pay to Customer the marketing fees ("**Marketing Fees**") and/or rebates set forth on **Exhibit A**. In the event of a breach of this Agreement by Customer, (i) CCBCC shall be under no obligation to make any additional Marketing Fee or rebate payments to Customer after the date of such breach, and (ii) Customer shall promptly refund to CCBCC all unearned initial and annual Marketing Fees paid by CCBCC prior to such breach based on the pro-rated portion of such fees allocable to the period from the date of the breach to the end of the applicable period for which such fees had been provided.

5. **Marketing Support.** During the Initial Term of this Agreement, so long as Customer is in continuous compliance hereunder, CCBCC shall endeavor to provide annual marketing support in the amount set forth on **Exhibit A** (the "**Marketing Support**"), provided that CCBCC is not obligated to make cash expenditures up to such amount, and marketing support may include provision of in-kind services or other non-cash assets or benefits or any combination thereof. If, with respect to any Agreement Year (as defined below) during the Initial Term of the Agreement, CCBCC provides marketing support in an amount that is less than the Marketing Support specified for such Agreement Year, the difference between the Marketing Support and the amount of the marketing support actually provided for such year shall roll over to the following Agreement Year and shall be in addition to the Marketing Support for such following Agreement Year. If, at the end of the Initial Term, there is any unused Marketing Support, CCBCC shall have no obligation to pay, and shall not pay, the amount of any such unused Marketing Support to Customer. Upon expiration or termination of this Agreement, the marketing program hereunder (e.g., Marketing Fees and Marketing Support) will no longer be made available to Customer, and CCBCC shall have no further obligations with respect to such marketing program.

6. **Product Support.** During the Initial Term of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall, at no cost to Customer, provide Product support (the "**Product Support**") each Agreement Year in the amount set forth on **Exhibit A**; provided, however, that CCBCC shall not be liable to Customer for failure to provide such Product Support where such failure is due to any cause or condition beyond the reasonable control of CCBCC. Customer shall request Product Support in writing at least fourteen (14) days prior to the desired delivery date, and any such requests shall be for an amount of Product that is equal to or greater than twenty (20) cases. For the avoidance of doubt, if, with respect to any Agreement Year during the Initial Term, Customer fails to request all of the Product Support available for such year, the amount of any Product Support not requested by Customer shall not carry over to the next Agreement Year nor shall Customer be entitled to receive any compensation from CCBCC with respect thereto. Customer shall not, and shall not permit others to, resell any Product provided by CCBCC to Customer pursuant to this Section 6. If, with respect to any Agreement Year during the Initial Term of this Agreement, Customer requires Product Support in excess of the amount set forth on **Exhibit A**, CCBCC shall provide such additional Products to Customer; provided, however, that Customer shall purchase such Products from CCBCC at the then-current prices for the Products.

7. **Prices and Commission.**

(a) **Product Prices.** CCBCC agrees to sell to Customer Products for resale by Customer through Direct Sales Vending Machines and Cold Cases, in accordance with the prices, terms and conditions set forth on **Exhibit B**, during the period in which Customer is in full compliance with the terms and conditions of this Agreement.

(b) **Commission on Sales.** CCBCC shall pay to Customer a commission on CCBCC's sales of Products through any Full Service Vending Machines at the Locations ("**Commission**"), during the period in which Customer is in full compliance with the terms and conditions of this Agreement. Commissions shall be computed and paid in the manner, and subject to the provisions, set forth on **Exhibit B**.

8. **Equipment.**

(a) **General.** CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and appropriate (as determined by CCBCC in its sole discretion) to distribute the Products at the Locations. Those Vending Machines, along with any Cold Cases and other equipment, if any, provided by CCBCC to Customer (in CCBCC's sole discretion) to assist Customer in Cold Case distribution, are referred to collectively as the "**Equipment**". The initial Equipment at the Effective Date consists of those items set forth on **Exhibit C**. All Equipment is and shall remain the property of CCBCC at all times. Customer shall take no action inconsistent with such ownership and shall cooperate with CCBCC in preserving and evidencing the same, including execution, delivery and filing of financing statements and other documents, as CCBCC may require. Customer agrees that (i) it will maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimburse CCBCC for any loss or damage to any Equipment, other than reasonable wear and tear or loss or damage caused by CCBCC. Customer will not encumber the Equipment in any manner or permit any attachment thereto. No logo, trademark, advertisement or other indication of CCBCC's ownership of the Equipment shall be obstructed, defaced or removed, and no logo, trademark or advertisement other than those of or related to CCBCC or the Products shall be attached to the Equipment. The Equipment shall be used exclusively to merchandise Products and shall not be used for any other purpose, including the storage or merchandising of any other products. Upon expiration or termination of this agreement, Customer shall immediately return all Equipment or other property of CCBCC and provide access to the Locations for CCBCC's removal of the same (and in no event shall Customer remove or attempt to remove any Equipment without the prior written consent of CCBCC). If Equipment is not returned to CCBCC pursuant to the terms of the immediately preceding sentence, then CCBCC shall submit an invoice to Customer setting forth the replacement cost of any such unreturned Equipment and any costs and expenses incurred by CCBCC (including labor and collection costs) in connection with CCBCC's attempt to remove the Equipment from the Locations. Customer shall pay such invoice in accordance with the payment terms set forth in Part 3(b) of **Exhibit B**.

(b) **Installation Sites.** The Equipment installation sites at the Locations shall be as set forth on **Exhibit C** and as otherwise mutually agreed upon by the parties. The Equipment may not be removed from the installation sites without CCBCC's prior written consent. Customer represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.

(c) **Stocking and Maintenance.** CCBCC shall stock the Full Service Vending Machines with Products through CCBCC's regular, full service delivery drivers or agents, in accordance with CCBCC's delivery policies in effect, from time to time. CCBCC shall perform maintenance services on the Equipment, at its expense, in accordance with CCBCC's maintenance and repair policies, in effect from time to time, but shall not be liable for damages of any kind arising out of delays in providing service to the Equipment. Customer shall not perform any maintenance or repairs on any Equipment without Bottler's prior authorization. CCBCC may, at its option, remove, replace or supplement the Equipment at any time during the Term. Customer shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to stock the Full Service Vending Machines, perform any maintenance services on the Equipment or remove, replace or install Equipment.

9. **Term and Termination.** As used herein, "**Initial Term**" means the initial term of this Agreement set forth in Part 1 of **Exhibit B**. This Agreement may be terminated, effective at the end of the Initial Term, by either party giving the other party written notice of termination at least ninety (90) days prior to the end of the Initial Term. If not terminated effective at the end of the Initial Term, this Agreement shall continue in full force and effect thereafter until either party gives the other party written notice of termination of this Agreement at least ninety (90) days prior to the effective date of such termination, as specified in such notice; provided, however, that CCBCC shall have no obligation to pay or provide any Marketing Fees, Marketing Support, Product Support or rebates following the Initial Term, except, in the case of rebates, as may be otherwise expressly set forth herein. The Initial Term, together with any such additional period after the Initial Term until the Agreement is terminated, shall be referred to herein as the "**Term**." Each twelve month period during the Term that commences with the Effective Date or each subsequent anniversary thereof shall be referred to herein as an "**Agreement Year**". Notwithstanding the foregoing, this Agreement may be terminated by CCBCC, for Cause, at any time during or after the Initial Term, without notice and effective immediately. "**Cause**" means and refers to (i) a material breach by Customer of this Agreement, including, without limitation, the exclusivity provisions in Section 3, (ii) Customer is unable to pay its liabilities when due, files a petition in bankruptcy or is adjudicated bankrupt or insolvent or is otherwise subject to bankruptcy, insolvency or other similar proceedings, or (iii) Customer engaging in (A) unethical business practices, (B) conduct that violates widely held public moral beliefs or that brings public disrepute on Customer or CCBCC, or (C) a misrepresentation of the Products.

10. **Damages Relating to Removal of Equipment.** If (a) any piece of Equipment is removed from an outlet or other part of a Location at any time without the prior written consent of CCBCC, or (b) if this Agreement is terminated by Customer in violation of this Agreement or terminated by CCBCC for Cause, then Customer will pay CCBCC the actual cost of removal (including standard shipping and handling charges) and any repair, cleaning and/or remanufacturing of the Equipment necessary for reuse of the Equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks, and regulators) and other ancillary equipment installed at the Location(s). The remedies provided in this Section

are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

11. Repayment of Fees Upon Termination. Upon termination of this Agreement, Customer must re-pay to CCBCC any and all paid but unearned funding provided by CCBCC based on the pro-rated portion of such funding allocable to the period from the date of termination to the end of the period for which such funding had been provided. The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

12. Representations, Warranties and Covenants. Each of the parties represents and warrants that this Agreement is valid and legally binding upon that party and enforceable in accordance with its terms. Customer represents, warrants and covenants that (i) Customer has the sole and exclusive authority to distribute the Products, and authorize distribution, at the Locations and any Related Activities and to grant the marketing, beverage distribution and promotional rights to CCBCC set forth herein, in each case, without violating the rights of any third party or any agreement or binding obligation to which it is a party or by which it or its assets is bound, (ii) Customer has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Agreement and (iii) Customer will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.

13. Confidentiality. During the term of this Agreement and for a period of three (3) years immediately following the expiration or termination of this Agreement (and for such longer period as may be required to protect trade secrets and comparable rights), Customer shall hold, and shall cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents (collectively, "Designees") to hold, in confidence, unless disclosure is compelled by judicial or administrative process or by other requirements of law (in which case Customer shall give CCBCC written notice of the intended disclosure promptly after becoming aware of such disclosure requirement and prior to the actual disclosure, if possible, so that CCBCC may seek a protective order or other appropriate remedy), all documents and information concerning the business relationship embodied in this Agreement or which CCBCC or its affiliates furnish to Customer in connection with this Agreement, except to the extent that such information can be shown to have been (i) previously known on a nonconfidential basis by Customer, (ii) in the public domain through no fault of Customer or (iii) later lawfully acquired by Customer from sources other than CCBCC or its affiliates; provided, that Customer may disclose such information to its Designees in connection with the business relationship contemplated by this Agreement so long as such Designees are informed by Customer of the confidential nature of such information and agree to treat such information as confidential. Upon the expiration or termination of this Agreement, Customer shall, and shall cause its Designees to, destroy or deliver to CCBCC, upon request, all documents and other materials, and all copies thereof, obtained by them or on their behalf from CCBCC or its affiliates in connection with this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement, regardless of the date, cause or manner of such termination.

14. Indemnification. CCBCC agrees to indemnify and hold Customer harmless from and against, and to pay to Customer, any and all losses, claims, demands, liabilities and damages incurred by Customer, including, without limitation, reasonable attorneys' fees and court costs, directly arising out of or relating to the defective manufacture of the Products. *To the extent allowed by law,* Customer agrees to indemnify and hold CCBCC and any affiliated entity harmless from and against, and to pay to CCBCC, any and all losses, claims, demands, liabilities and damages incurred by them, including without limitation reasonable attorneys' fees and court costs, arising out of or relating to (i) Customer's negligent or wrongful acts or omissions in connection with the distribution of the Products, (ii) any material breach by Customer of this Agreement or (iii) any confiscation or encumbrance of the Equipment.

15. Insurance. During the Term, Customer shall maintain (i) commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and (ii) worker's compensation insurance as is required by applicable law, from an insurer which is A.M. Best Company rated A- or higher. Any such commercial general liability insurance policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successors and assigns as additional insureds. Customer shall provide any certificates of insurance to CCBCC upon request, and Customer or its insurer shall provide thirty (30) days' prior written notice (or such other notice as may be provided in the policy provisions) to CCBCC of cancellation or non-renewal of such policies.

16. No License. Nothing contained in this Agreement shall be deemed to grant Customer any right in, or license to, any intellectual property owned or controlled by, or licensed for the use of, CCBCC or its affiliates (collectively, "CCBCC IP"), and Customer shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its affiliates or other CCBCC IP, without the prior written consent of CCBCC.

17. Notices. Any and all notices or communications between the parties with respect to this Agreement shall be deemed given when made in writing and delivered by hand or sent by first-class mail (registered or certified, with return receipt requested), overnight courier (guaranteeing next business day delivery) or by email (followed by first class mail confirmation), to the address of the party appearing under its name on the signature page below (or to such other address as may be designated in a notice given hereunder).

18. Equitable Relief. Customer acknowledges that the rights granted to CCBCC hereunder are special, unique and extraordinary and are of indeterminant value, the loss of which cannot be fully compensated by damages, actions at law or by application of other remedies described herein. Consequently, Customer acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by Customer of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the Customer to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Marketing Fees or any other amounts that would otherwise become due and payable to Customer hereunder if, and so long as, Customer is in breach of its obligations hereunder.

19. Miscellaneous. This Agreement shall not be assigned or transferred by Customer without the prior written consent of CCBCC, and any such attempt to assign or transfer this Agreement without the prior written consent of CCBCC will be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. To be effective, any waiver of any term or condition in this Agreement must be in writing and signed by the waiving party. No waiver by any party of any breach by another party of any provision hereof shall be deemed to be a waiver of any other breach thereof or as a waiver of any such or other provision of this Agreement. This Agreement is made and executed with the intention that the construction, interpretation and validity hereof shall be determined in accordance with and governed by the laws of the State of North Carolina. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof. All Exhibits attached hereto are hereby incorporated herein by reference. The headings in this Agreement are solely for convenience of reference and shall not affect in any way the interpretation of this Agreement or limit the generality of any of its provisions. This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by the parties hereto, which instrument states that it is an amendment to this Agreement. All rights and remedies specified in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether under this Agreement or at law or in equity. Except as equity may require, should any provision of this Agreement or any part thereof be held to be invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligations of a party with respect to the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts (including by signatures in pdf format transmitted by email or by other electronic means agreed by the parties), each of which shall be deemed an original and all of which shall constitute one Agreement.

20. Right of First Refusal. For a period of sixty (60) days following expiration or termination of the term of this Agreement, before Customer enters into an agreement with a third party beverage provider or distributor with respect to distribution of non-alcoholic beverages at any of Customer's retail locations, Customer shall first offer the proposed beverage arrangement to CCBCC on the same terms and conditions as offered by the third party. CCBCC shall have 30 days during which to accept said offer. If CCBCC does not accept said offer within said period, Customer shall be free

to accept the third-party offer, provided that Customer shall not enter into a beverage arrangement with such third party or any other third party on terms and conditions more favorable to the third party than the terms and conditions offered to CCBCC.

21. Transshipping. As a purchaser of Products distributed by CCBCC, and in consideration thereof, Customer agrees to the provisions herein with respect to Transshipping. "Transshipping" is the act of (i) buying the types of products distributed by CCBCC from outside of CCBCC's distribution territory for re-sale in such territory, (ii) the sale of CCBCC's Products outside of such territory, or (iii) the sale of such Products within such territory to any third party that intends to ship or sell such Products outside of such territory. Customer agrees that it shall not engage in Transshipping during the Term. If Transshipping occurs, CCBCC has the right, in addition to any other rights and remedies available to CCBCC under this Agreement or at law or in equity, (x) to discontinue the sale of Products to Customer and/or to terminate this Agreement, (y) to limit the Products purchased by Customer to amounts which CCBCC reasonably determines Customer needs solely for Customer retail sales in CCBCC's territory, and not for sale to other resellers, and/or (z) to collect from Customer any and all damages incurred by CCBCC as a result of Customer's Transshipping.

22. Concessionaires. To the extent that any concessionaire or other third party (each, a "**Concessionaire**") operates, manages, or leases a Location (or any portion of or space within a Location), Customer shall cause such Concessionaire to comply with the terms of this Agreement with respect to such Locations (or portions thereof or spaces therein); provided, however, that if a Concessionaire has a separate agreement with CCBCC or The Coca-Cola Company that includes pricing and rebate terms, CCBCC may elect in its sole discretion to sell Products to such Concessionaire in accordance with the pricing and rebate terms of such other agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

“CCBCC”

CCBCC OPERATIONS, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

4100 Coca-Cola Plaza
Charlotte, NC 28211
Attention:
Email:

“Customer”

Smyrna High School

By: Sheri Southerland
Name: Sheri Southerland
Title: Principal

By: _____
Name: _____
Title: _____

100 Bulldog Dr
Smyrna, TN 37167
Attention:
Email:

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Smyrna High School**

**LOCATIONS, MARKETING FEES, MARKETING SUPPORT, PRODUCT SUPPORT, MARKETING
BENEFITS AND PARTNERSHIP ELEMENTS**

1. Locations

Customer #	Name	Address	City	State	Zip
501433416	Smyrna Hs Bulldog Station	100 Bulldog Dr	Smyrna	TN	37167
501457180	Smyrna Hs Basketball Boosters	100 Bulldog Dr	Smyrna	TN	37167
601954405	Smyrna Hs End of Main Hall by Coke Zero	100 Bulldog Dr	Smyrna	TN	37167
601954407	Smyrna HS #25 Sci Hall by Rm310	100 Bulldog Dr	Smyrna	TN	37167
601954410	Smyrna Hs by Office Frnt #2	100 Bulldog Dr	Smyrna	TN	37167
601954423	Smyrna Hs #24 Hlwy	100 Bulldog Dr	Smyrna	TN	37167
601954426	Smyrna Hs #18 Cafehall	100 Bulldog Dr	Smyrna	TN	37167
601952448	Smyrna Hs #13 Vocational Hlwy	100 Bulldog Dr	Smyrna	TN	37167
601952450	Smyrna Hs #20 By Rom 173	100 Bulldog Dr	Smyrna	TN	37167
601952454	Smyrna Hs #16 By Rom 104	100 Bulldog Dr	Smyrna	TN	37167
601952718	Smyrna Hs #5 Main Hall Across From	100 Bulldog Dr	Smyrna	TN	37167
601952825	Smyrna Hs #G1 by Rm 72	100 Bulldog Dr	Smyrna	TN	37167
601966497	Smyrna Hs Bball Boosters	100 Bulldog Dr	Smyrna	TN	37167
601955163	Smyrna Hs Gfv Cafelft Side of Dasani	100 Bulldog Dr	Smyrna	TN	37167
601955296	Smyrna Hs By Bend #25 Frnt Bldg	100 Bulldog Dr	Smyrna	TN	37167
601955299	Smyrna Hs Back Hlwy By Vnd #13	100 Bulldog Dr	Smyrna	TN	37167
601955515	Smyrna Hs Across From Rm 409 N	100 Bulldog Dr	Smyrna	TN	37167
601955517	Smyrna Hs By Rm 88	100 Bulldog Dr	Smyrna	TN	37167
601951969	Smyrna Hs Gfv Os Main Hlwy By Office Drs	100 Bulldog Dr	Smyrna	TN	37167
601950983	Smyrna Hs #7 Hlwy By Bank	100 Bulldog Dr	Smyrna	TN	37167
601951167	Smyrna HS #21 By Rm 173	100 Bulldog Dr	Smyrna	TN	37167
601976607	Smyrna Hs	100 Bulldog Dr	Smyrna	TN	37167

If, at any time during the Term, any Customer or any affiliate of such Customer creates or establishes a new retail location in the franchise territory of CCBCC, then, at the option of CCBCC in its sole discretion, such newly created or established retail location shall be added automatically as a Location hereunder owned or operated by Customer (or its affiliate) and such new Location and Customer (or affiliate thereof) with respect to such Location shall be subject to the terms of this Agreement during the Term in all respects. If CCBCC exercises such option, the parties agree to execute any documents, and to take any actions, reasonably requested by a party to further evidence or effectuate the addition of such new retail locations as Locations subject to this Agreement for all purposes hereunder.

2. Marketing Fees

Annual Marketing Fee

The annual Marketing Fee during the Initial Term of this Agreement shall be Five Thousand 00/100 Dollars (\$5,000.00). Subject to submission of an invoice by Customer to CCBCC, the annual Marketing Fee shall be payable in equal installment(s) by the applicable payment due dates set forth in the chart below.

Agreement Year	Payment Due Dates
Year 1	1/1/23
Year 2	1/1/24
Year 3	1/1/25
Year 4	1/1/26
Year 5	1/1/27

Rebates

During the Initial Term of this Agreement, CCBCC will pay Customer a rebate for each case and/or gallon of Product sold to Customer by CCBCC. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

Bottle/Can Packages	Rebate Per Case	Payment Per Case
20oz SSD Singles	\$5.00	\$5.00
20oz Powerade	\$5.00	\$5.00
20oz Dasani	\$5.00	\$5.00

Rebate Begin Date
January 1, 2023

Rebate End Date
December 31, 2027

3. Marketing Support

The annual Marketing Support during each Agreement Year of the Initial Term shall have a value of set for in Exhibit A. CCBCC is not obligated to make cash expenditures up to such amount, and marketing support may include provision of in-kind services or other non-cash assets or benefits or any combination thereof.

4. Product Support

For each Agreement Year during the Initial Term of the Agreement, CCBCC will provide cases of Product in at no additional cost to Customer. In the event that Customer does not purchase the Minimum Amounts of Products set forth in Part 2 of **Exhibit B** and CCBCC elects to extend the term of this Agreement as a result thereof, or if term of this Agreement is extended pursuant to Section 9 of the Agreement, CCBCC will not be required to provide any additional Product Support after the Initial Term.

5. Marketing and Promotional Benefits

CCBCC shall receive the following marketing and promotional rights, recognition and support from Customer free of charge, without further payment from CCBCC:

1. **Sampling.** The exclusive right to sample Products at the Locations or Related Activities to the exclusion of Competing Products and any distributors of Competing Products.
2. **Advertising.** The exclusive right to market, promote and/or advertise the Products at the Locations and any Related Activities and CCBCC's status as the exclusive non-alcoholic beverage provider of Customer and any Related Activities in the marketplace. If Customer has a website or menus (whether at the Locations, online or in other digital format), Customer shall display approved logo images of Products selected by CCBCC on such website and menus.
3. **Trademarks.** The right to have all Vending Machines, Cold Cases and other Equipment display the trademarks or the brand names of Products owned or controlled by or licensed for the use of CCBCC or an affiliate.
4. **Entertainment Inventory.**

6. Partnership Elements

Initially during the Term, CCBC shall be able to execute and provide the following partnership elements at Customer Locations. The parties agree that all checked (X) elements shall initially apply during the Term. Additional partnership elements may be added during the Term by mutual agreement.

	MANDATORY BRANDS		MANDATORY PACKAGES		MANDATORY ANCILLARY		MANDATORY EQUIPMENT
✓	Carbonated Drinks	✓	20 oz		Trademark Cups	✓	Cooler
✓	Dasani Water		Fountain		Lids	✓	Vendor
✓	Powerade Isotonic	✓	12 oz Cans		CO2		Fountain
	Gold Peak Tea		2 Liter		Brewed Tea		Barrel
	Monster Energy		Glass Bottle		Brewed Coffee		Rack
	Vitaminwater				Tumblers		
	Smartwater						
✓	Body Armor						
	Minute Maid						
	Dunkin Donuts						

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Smyrna High School**

INITIAL TERM, MINIMUM AMOUNTS, PRICES, DELIVERY FEE, VEND RATES AND COMMISSIONS

1. Initial Term

Agreement Start Date: 1/1/2023

Agreement End Date: 12/31/2027

Total Number of Years: 5 Years

2. Minimum Amounts

The minimum amount of Products to be (i) sold by CCBCC to Customer, and/or (ii) sold through Full Service Vending Machines, in each case, during the Initial Term, shall be as follows:

<u>Distribution/Sales Method</u>	<u>Total Cases/Gallons Required During Term</u>
Direct Sales (Products Purchased by Customer From CCBCC)	1,920
Full Service Vending Machines	7,565
TOTAL PURCHASE REQUIREMENT	9,485

The minimum Total Purchase Requirement set forth above must be fulfilled based off of sales made from CCBCC or through Full Service Vending Machines. If the minimum Total Purchase Requirement above is not achieved, then, in addition to any other remedies CCBCC may have hereunder or at law or in equity, the term of the Agreement may be extended, in the sole discretion of CCBCC, until the minimum Total Purchase Requirement is achieved. For the avoidance of doubt, during any additional period needed to achieve the Total Purchase Requirement, CCBCC shall not be required to pay any additional Annual Marketing Fees, or provide any additional Marketing Support or Product Support, but will continue to pay any rebates set forth in **Exhibit A**.

3. Prices

(a). **Prices and Adjustments.** During the term of this Agreement, CCBCC will sell to Customer the Products, for purposes of Customer reselling such Products through Direct Sales Vending Machines and Cold Cases, as specified herein. For the convenience of the parties, the prices of the Products as of the Effective Date are as follows:

<u>Bottle & Can Products</u>	<u>Price/Case</u>	<u>Price/Unit</u>	<u># Units/Case</u>
20 oz. Carbonated Soft Drinks	\$28.77	\$1.19	24
20 oz. Dasani	\$19.17	\$0.79	24
20oz Powerade	\$28.22	\$1.17	24
16oz BodyArmor	\$19.85	\$0.83	12

Additional Products not listed above may be sold at CCBCC's then current trade letter pricing.

The prices for the Products may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, increases in any prices, costs, fees, charges or taxes associated with or applicable to CCBCC's production, transportation, acquisition, distribution or sale of the Products. Except with respect to prices for Products distributed through Full Service Vending Machines, retail prices for sales of Products to consumers at the Locations shall be determined by Customer (or any Concessionaire of Customer) in its discretion.

(b). **Invoices and Payment.** CCBCC shall invoice Customer for Products sold to Customer in accordance with CCBCC's usual and customary practices in effect from time to time. Customer shall pay to CCBCC the full amount of such invoices no later than twenty (20) days after the date of the invoice. If Customer fails to pay such amounts as provided herein, Customer shall pay interest on all overdue amounts at the rate of one and one-half percent (1.5%) per month compounded monthly (or the maximum amount permitted by applicable law, if less). Customer agrees that it shall pay all of CCBCC's costs and expenses (including reasonable attorney's fees and court costs) incurred by CCBCC in collecting any amount not paid when due hereunder and in otherwise enforcing the terms and conditions of this Agreement. Any failure by Customer to pay an invoice shall constitute a material breach of this Agreement. CCBCC may offset against any Commission, Marketing Fees, Marketing Support or other amounts otherwise due from CCBCC hereunder, any such amounts, costs and expenses due to CCBCC in conjunction with such Product sales. Any claims by Customer of discrepancies or errors in pricing or funding must be submitted to CCBCC no later than one (1) year from the date of invoice; any such claims received by CCBCC after such date shall be deemed null and void, and CCBCC shall have no liability or obligation related to such claims.

4. Delivery Fee

During the Term, Customer shall pay to CCBCC a monthly delivery fee with respect to all Full Service Vending Machines based on CCBCC's delivery fee schedule in effect from time to time. Each quarter during the Term, CCBCC shall deduct the total amount of all monthly delivery fees for such quarter from any Commission otherwise due and payable by CCBCC to Customer for such quarter. Additionally, Customer shall pay to CCBCC any delivery fee, if applicable based on CCBCC's delivery fee schedule in effect from time to time, on all direct sales deliveries made during the Term.

5. Vend Rates

CCBCC shall have, and shall retain, the sole and exclusive right to set vending prices on all Products sold through the Full Service Vending Machines. For the convenience of the parties, the vend rates of the Products as of the Effective Date are as follows:

<u>Product</u>	<u>Vend Rates</u>
SSD 20oz Bottles	\$2.00
20oz Dasani	\$2.00
20oz Powerade	\$2.00

6. Commissions

(a). **Commission Rates.** During the Term, provided that Customer is in continuous compliance hereunder, CCBCC shall pay a monthly Commission to Customer equal to a percentage of Net Sales (as defined below) of the Products sold through the Full Service Vending Machines at the Locations. For the convenience of the parties, the Commission rates as of the Effective Date are as follows:

<u>Product</u>	<u>Commission Rate</u>
SSD 20oz Bottles	15%
20oz Dasani	15%
20oz Powerade	15%

The Commission rates for any additional Products sold through Full Service Vending Machines at the Locations and not listed above shall paid at 15%.

Notwithstanding the foregoing, CCBCC may elect in its discretion not to pay (and if so elected shall have no obligation to pay) any Commission to Customer with respect to any month during the Term if each and every Full Service Vending Machine placed at the Locations fails to generate at least Forty and 00/100 Dollars (\$40.00) (or such lesser amount as CCBCC may determine from time to time) in Commission for such month.

In addition, the Commission rates may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, gross sales of Products through Full Service Vending Machines at the Locations and the amount of Products purchased by Customer under this Agreement.

(b). **Commission Payments.** Commission shall be computed by CCBCC monthly and paid by CCBCC to Customer in quarterly installments no later than thirty (30) business days after the end of each quarter, or otherwise in accordance with the payment policies of CCBCC in effect from time to time. The term "**Net Sales**" means and refers to (i) the total gross sales price for the Products sold through the Full Service Vending Machines at the Locations during the period Customer is in full compliance with the terms and conditions of this Agreement reduced by (ii) bad debts, sales and use taxes, recycling fees, debit or credit card charges, shortages, deposit fees and any refunds, discounts, rebates, returns or allowances made by CCBCC, or losses suffered by CCBCC due to theft, pilferage or vandalism, with respect to Products at the Locations. The determination of Net Sales and entitlement to, and amount of, Commission payments hereunder shall be made by CCBCC in good faith and in accordance with its normal accounting and bookkeeping methods.

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Smyrna High School**

EQUIPMENT

Full Service Vending Machine Listing

72 Stack (15)

Installation Site at the Locations

Other Equipment Listing

GDM43 2Door (4)
Countertop (3)
G319 1Door (6)

Installation Site at the Locations

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Rockvale High School**

THIS CUSTOMER MARKETING AGREEMENT (the "**Agreement**") is made and entered into as of the **1st day of June 2023** (the "**Effective Date**"), by and between CCBCC OPERATIONS, LLC ("**CCBCC**"), and **Rockvale High School** ("**Customer**").

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCBCC and Customer hereby agree as follows:

1. Product Sale and Distribution.

(a) General. During the term of this Agreement, Customer shall (i) merchandise, advertise, display, vend, sell and otherwise distribute, all at retail, (collectively, hereinafter referred to as "distribute" or "distribution") sparkling and still non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared, including, without limitation, all carbonated soft drinks, noncarbonated drinks, juices and juice drinks, teas and tea drinks, packaged waters, energy drinks, isotonic and sport performance beverages, vitamin/mineral enhanced waters, and nutritional supplement beverages, that are (A) marketed under trademarks or brand names owned or controlled by or licensed for the use of CCBCC or an affiliate thereof and (B) customarily and regularly distributed by CCBCC in the ordinary course under comparable circumstances at the then subject time (the "**Products**") and (ii) obtain all of its requirements for Products from CCBCC. Customer shall distribute the Products in the manner set forth herein and shall use its best efforts to maximize the sales of, and revenue from, the Products. Such distribution shall be carried out at the locations specified on **Exhibit A** (the "**Locations**"). The brands and package forms for the Products to be distributed shall be determined by CCBCC in its discretion after consultation with Customer. Sponsor is entering into this Agreement with the understanding that it will have the flexibility to sell a range of Beverage brands and packages that meet consumer demand and maximize sales volume and revenue, and any restriction on Sponsor's rights to determine brands and package forms, whether as a result of actions or orders by Customer or any third party (including any governmental authority), shall be deemed a material breach of this Agreement.

(b) Full Service Vending Machine Sales. With respect to self-operated, coin and bill and/or cashless vending machines placed at the Locations by CCBCC hereunder and identified as "Full Service Vending Machines" on **Exhibit C** ("**Full Service Vending Machines**"), CCBCC shall stock such vending machines in accordance herewith. All Products in such Full Service Vending Machines (and all cash and other proceeds from sales of such Products) shall be at all times the property of CCBCC, and CCBCC shall be responsible for removing from the Full Service Vending Machines all such cash and other proceeds. Customer shall return to CCBCC all such Products and proceeds that might come into Customer's possession. Customer shall have no right to access any internal areas or parts of such Full Service Vending Machines. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the servicing of Full Service Vending Machines may be provided by a full line operator as set forth in Section 7 of **Exhibit B**.

(c) Direct Sales Vending Machines. Except as provided in Section 1(b) above with respect to Full Service Vending Machines, Customer shall stock all self-operated, coin and bill and/or cashless vending machines, if any, placed at the Locations by CCBCC ("**Direct Sales Vending Machines**" and together with Full Service Vending Machines, "**Vending Machines**") in accordance herewith. Products sold through Direct Sales Vending Machines shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer's operations. Once delivered to Customer, all Products in such Direct Sales Vending Machines (and all cash and other proceeds from sales of such Products) shall be the property of Customer, with Customer having all attendant risk of loss and ownership obligations.

(d) Delivered Bottle, Can and Fountain Sales. In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and other non-vending machine vehicles of distribution (collectively, for convenience of reference, "**Cold Cases**"). Products sold through Cold Cases shall be purchased by Customer from CCBCC or an Authorized Distributor (as defined below) as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer's operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as are reasonably required by Customer, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to any and all minimum sale requirements on **Exhibit B**. CCBCC shall not be liable to Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.

(e) Minimum Required Sales. CCBCC is entering into this Agreement on the basis that Product sales at the Locations will achieve certain targets. Accordingly, the sales of Products through Full Service Vending Machines and/or to Customer for resale through Direct Sales Vending Machines and Cold Cases shall in no event be less than the minimums set forth on **Exhibit B**. Failure to achieve those minimums shall constitute an event of Cause hereunder (as defined in Section 9 below) and CCBCC shall be entitled to the remedies set forth in **Exhibit B**, in addition to any other remedies CCBCC may have hereunder or at law or in equity.

2. Promotional Recognition. Customer hereby grants to CCBCC (and the Products) promotional recognition and the right to promote (and the cooperation and active involvement of Customer in promoting) CCBCC and the Products in connection with Customer, the Locations and any activities, functions and event venues operating under the auspices of Customer ("**Related Activities**"). Promotional recognition benefits include, without limitation, those set forth on **Exhibit A**. CCBCC shall have the right to use any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by Customer (collectively, the "**Customer Marks**") on a royalty-free basis during the Term (as defined below). Without limiting the generality of the foregoing, CCBCC shall submit to Customer, and Customer shall have the right to approve within ten (10) days of receipt from CCBCC, which approval shall not be unreasonably withheld, conditioned or delayed, (i) any concept for any promotional activity undertaken by CCBCC hereunder with respect to Customer or any Location or Related Activity and (ii) any artwork or other items created by CCBCC that incorporate any Customer Marks for use in any such promotional activity. In the event that Customer fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by Customer. CCBCC shall have access to the Locations and any Related Activities at all reasonable times for any appropriate purposes hereunder and, with respect to promotions, agrees to comply with any reasonable requirements of Customer regarding operation, placement, set-up and tear-down of CCBCC's promotional materials.

3. Exclusivity. In consideration for, and as a material inducement to, CCBCC entering into this Agreement, Customer expressly agrees that, during the Term, Customer shall not (i) distribute, or allow any others to distribute, to any person in any manner, for compensation or otherwise, directly or indirectly, any products or supplies on or at the Locations or any Related Activities that are similar to, the same as or comparable to or compete with the Products ("**Competing Products**") or (ii) grant any similar marketing or sponsorship recognition to any Competing Products (or any distributor of Competing Products). In the event that any third party attempts, without CCBCC's prior written consent, to distribute any Competing Product at the Locations or any Related Activities or to associate any Competing Product with Customer, or to suggest that a Competing Product is endorsed by, or

associated with, Customer, then Customer will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights granted to CCBCC under this Agreement.

4. **Marketing Fees; Rebates.** During the Initial Term (as defined in Section 9 below) of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall pay to Customer the marketing fees ("**Marketing Fees**") and/or rebates as set forth on **Exhibit A**. In the event of a breach of this Agreement by Customer, (i) CCBCC shall be under no obligation to make any additional Marketing Fee or rebate payments to Customer after the date of such breach, and (ii) Customer shall promptly refund to CCBCC all unearned initial and annual Marketing Fees paid by CCBCC prior to such breach based on the pro-rated portion of such fees allocable to the period from the date of the breach to the end of the applicable period for which such fees had been provided.

5. **Marketing Support.** During the Initial Term of this Agreement, so long as Customer is in continuous compliance hereunder, CCBCC shall endeavor to provide annual marketing support in the amount set forth on **Exhibit A** (the "**Marketing Support**"), provided that CCBCC is not obligated to make cash expenditures up to such amount, and marketing support may include provision of in-kind services or other non-cash assets or benefits or any combination thereof. If, as of the end of any Agreement Year (as defined below) during the Initial Term of the Agreement, there is any unused Marketing Support specified for such Agreement Year, the difference between the Marketing Support and the amount of the marketing support actually provided for such year shall be forfeited and shall not roll over to the following Agreement Year. If, at the end of the Initial Term, there is any unused Marketing Support, CCBCC shall have no obligation to pay, and shall not pay, the amount of any such unused Marketing Support to Customer. Upon expiration of the Initial Term or termination of this Agreement, the marketing program hereunder (e.g., Marketing Fees and Marketing Support) will no longer be made available to Customer, and CCBCC shall have no further obligations with respect to such marketing program.

6. **Product Support.** During the Initial Term of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall, at no cost to Customer, provide Product support (the "**Product Support**") each Agreement Year in the amount set forth on **Exhibit A**; provided, however, that CCBCC shall not be liable to Customer for failure to provide such Product Support where such failure is due to any cause or condition beyond the reasonable control of CCBCC. Customer shall request Product Support in writing at least fourteen (14) days prior to the desired delivery date, and any such requests shall be for an amount of Product that is equal to or greater than twenty (20) cases. For the avoidance of doubt, if, with respect to any Agreement Year during the Initial Term, Customer fails to request all of the Product Support available for such year, the amount of any Product Support not requested by Customer shall not carry over to the next Agreement Year nor shall Customer be entitled to receive any compensation from CCBCC with respect thereto. Customer shall not, and shall not permit others to, resell any Product provided by CCBCC to Customer pursuant to this Section 6. If, with respect to any Agreement Year during the Initial Term of this Agreement, Customer requires Product Support in excess of the amount set forth on **Exhibit A**, CCBCC shall provide such additional Products to Customer; provided, however, that Customer shall purchase such Products from CCBCC at the then-current prices for the Products.

7. **Prices and Commission.**

(a) **Product Prices.** Subject to Sections 22 and 23, CCBCC agrees to sell to Customer Products for resale by Customer through Direct Sales Vending Machines and Cold Cases, in accordance with CCBCC's trade letter pricing in effect from time to time, during the period in which Customer is in full compliance with the terms and conditions of this Agreement.

(b) **Commission on Sales.** CCBCC shall pay to Customer a commission on CCBCC's sales of Products through any Full Service Vending Machines at the Locations ("**Commission**"), during the period in which Customer is in full compliance with the terms and conditions of this Agreement. Commissions shall be computed and paid in the manner, and subject to the provisions, set forth on **Exhibit B**. Notwithstanding the foregoing, if the servicing of Full Service Vending Machines is transferred to a full line operator pursuant to Section 7 of **Exhibit B**, Commissions will be paid in accordance with the terms thereof.

8. **Equipment.**

(a) **General.** CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and appropriate (as determined by CCBCC in its sole discretion) to distribute the Products at the Locations. Those Vending Machines, along with any Cold Cases and other equipment, if any, provided by CCBCC to Customer (in CCBCC's sole discretion) to assist Customer in Cold Case distribution, are referred to collectively as the "**Equipment**". The initial Equipment at the Effective Date consists of those items set forth on **Exhibit C**. All Equipment is and shall remain the property of CCBCC at all times. Customer shall take no action inconsistent with such ownership and shall cooperate with CCBCC in preserving and evidencing the same, including execution, delivery and filing of financing statements and other documents, as CCBCC may require. Customer agrees that it will (i) maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimburse CCBCC for any loss or damage to any Equipment, other than reasonable wear and tear or loss or damage caused by CCBCC. Customer will not encumber the Equipment in any manner or permit any attachment thereto. No logo, trademark, advertisement or other indication of CCBCC's ownership of the Equipment shall be obstructed, defaced or removed, and no logo, trademark or advertisement other than those of or related to CCBCC or the Products shall be attached to the Equipment. The Equipment shall be used exclusively to merchandise Products and shall not be used for any other purpose, including the storage or merchandising of any other products. Upon expiration or termination of this agreement, Customer shall immediately return all Equipment or other property of CCBCC and provide access to the Locations for CCBCC's removal of the same (and in no event shall Customer remove or attempt to remove any Equipment without the prior written consent of CCBCC). If Equipment is not returned to CCBCC pursuant to the terms of the immediately preceding sentence, then CCBCC shall submit an invoice to Customer setting forth the replacement cost of any such unreturned Equipment and any costs and expenses incurred by CCBCC (including labor and collection costs) in connection with CCBCC's attempt to remove the Equipment from the Locations. Customer shall pay such invoice in accordance with the payment terms set forth in Section 3(b) of **Exhibit B**.

(b) **Installation Sites.** The Equipment installation sites at the Locations shall be as set forth on **Exhibit C** and as otherwise mutually agreed upon by the parties. The Equipment may not be removed from the installation sites without CCBCC's prior written consent. Customer represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.

(c) **Stocking and Maintenance.** CCBCC shall stock the Full-Service Vending Machines with Products through CCBCC's regular, full service delivery drivers or agents, in accordance with CCBCC's delivery policies in effect, from time to time. CCBCC shall perform maintenance services on the Equipment, at its expense, in accordance with CCBCC's maintenance and repair policies, in effect from time to time, but shall not be liable for damages of any kind arising out of delays in providing service to the Equipment. Customer shall not perform any maintenance or repairs on any Equipment without Bottler's prior authorization. CCBCC may, at its option, remove, replace or supplement the Equipment at any time during the Term. Customer shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to stock the Full Service Vending Machines, perform any maintenance services on the Equipment or remove, replace or install Equipment.

9. **Term and Termination.** As used herein, "**Initial Term**" means the initial term of this Agreement set forth in Section 1 of **Exhibit B**. This Agreement may be terminated, effective at the end of the Initial Term (as it may be extended pursuant to Section 2 of **Exhibit B**), by either party giving the other party written notice of termination at least thirty (30) days prior to the end of the Initial Term. If not terminated effective at the end of the Initial Term, this Agreement shall continue in full force and effect thereafter until either party gives the other party written notice of termination of this Agreement at least thirty (30) days prior to the effective date of such termination, as specified in such notice; provided, however, that CCBCC shall have no obligation to pay or provide any Marketing Fees, Marketing Support, Product Support or rebates following the Initial Term, except, in the case of rebates, as may be otherwise expressly set forth herein. The Initial Term, together with any such additional period after the Initial Term until the Agreement is terminated, shall be referred to herein as the "**Term**." Each twelve-month period during the Term that commences with the Effective Date or each subsequent anniversary thereof shall be referred to herein as an "**Agreement Year**". Notwithstanding the foregoing, this Agreement may be terminated

by CCBCC, for Cause, at any time during or after the Initial Term, without notice and effective immediately. “Cause” means and refers to (i) a material breach by Customer of this Agreement, including, without limitation, the exclusivity provisions in Section 3, (ii) Customer is unable to pay its liabilities when due, files a petition in bankruptcy or is adjudicated bankrupt or insolvent or is otherwise subject to bankruptcy, insolvency or other similar proceedings, or (iii) Customer engaging in (A) unethical business practices, (B) conduct that violates widely held public moral beliefs or that brings public disrepute on Customer or CCBCC, or (C) a misrepresentation of the Products.

10. Damages Relating to Removal of Equipment. If (a) any piece of Equipment is removed from an outlet or other part of a Location at any time without the prior written consent of CCBCC, or (b) if this Agreement is terminated by Customer in violation of this Agreement or terminated by CCBCC for Cause, then Customer will pay CCBCC the actual cost of removal (including standard shipping and handling charges) and any repair, cleaning and/or remanufacturing of the Equipment necessary for reuse of the Equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks, and regulators) and other ancillary equipment installed at the Location(s). The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

11. Repayment of Fees Upon Termination. Upon termination of this Agreement, Customer must re-pay to CCBCC any and all paid but unearned funding provided by CCBCC based on the pro-rated portion of such funding allocable to the period from the date of termination to the end of the period for which such funding had been provided. The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

12. Representations, Warranties and Covenants. Each of the parties represents and warrants that this Agreement is valid and legally binding upon that party and enforceable in accordance with its terms. Customer represents, warrants and covenants that (i) Customer has the sole and exclusive authority to distribute the Products, and authorize distribution, at the Locations and any Related Activities and to grant the marketing, beverage distribution and promotional rights to CCBCC set forth herein, in each case, without violating the rights of any third party or any agreement or binding obligation to which it is a party or by which it or its assets is bound, (ii) Customer has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Agreement and (iii) Customer will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.

13. Confidentiality. During the term of this Agreement and for a period of three (3) years immediately following the expiration or termination of this Agreement (and for such longer period as may be required to protect trade secrets and comparable rights), Customer shall hold, and shall cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents (collectively, “Designees”) to hold, in confidence, unless disclosure is compelled by judicial or administrative process or by other requirements of law (in which case Customer shall give CCBCC written notice of the intended disclosure promptly after becoming aware of such disclosure requirement and prior to the actual disclosure, if possible, so that CCBCC may seek a protective order or other appropriate remedy), all documents and information concerning the business relationship embodied in this Agreement (including, without limitation, the terms and conditions of this Agreement) or which CCBCC or its affiliates furnish to Customer in connection with this Agreement, except to the extent that such information can be shown to have been (i) previously known on a nonconfidential basis by Customer, (ii) in the public domain through no fault of Customer or (iii) later lawfully acquired by Customer from sources other than CCBCC or its affiliates; provided, that Customer may disclose such information to its Designees in connection with the business relationship contemplated by this Agreement so long as such Designees are informed by Customer of the confidential nature of such information and agree to treat such information as confidential. Upon the expiration or termination of this Agreement, Customer shall, and shall cause its Designees to, destroy or deliver to CCBCC, upon request, all documents and other materials, and all copies thereof, obtained by them or on their behalf from CCBCC or its affiliates in connection with this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement, regardless of the date, cause or manner of such termination.

14. Indemnification. CCBCC agrees to indemnify and hold Customer harmless from and against, and to pay to Customer, any and all losses, claims, demands, liabilities and damages incurred by Customer, including, without limitation, reasonable attorneys’ fees and court costs, directly arising out of or relating to the defective manufacture of the Products. To the extent allow by law customer agrees to indemnify and hold CCBCC and any affiliated entity harmless from and against, and to pay to CCBCC, any and all losses, claims, demands, liabilities and damages incurred by them, including without limitation reasonable attorneys’ fees and court costs, arising out of or relating to (i) Customer’s negligent or wrongful acts or omissions in connection with the distribution of the Products, (ii) any material breach by Customer of this Agreement or (iii) any confiscation or encumbrance of the Equipment.

15. Insurance. During the Term, Customer shall maintain (i) commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and (ii) worker’s compensation insurance as is required by applicable law, from an insurer which is A.M. Best Company rated A- or higher. Any such commercial general liability insurance policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successors and assigns as additional insureds. Customer shall provide any certificates of insurance to CCBCC upon request, and Customer or its insurer shall provide thirty (30) days’ prior written notice (or such other notice as may be provided in the policy provisions) to CCBCC of cancellation or non-renewal of such policies.

16. No License. Nothing contained in this Agreement shall be deemed to grant Customer any right in, or license to, any intellectual property owned or controlled by, or licensed for the use of, CCBCC or its affiliates (collectively, “CCBCC IP”), and Customer shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its affiliates or other CCBCC IP, without the prior written consent of CCBCC.

17. Notices. Any and all notices or communications between the parties with respect to this Agreement shall be deemed given when made in writing and delivered by hand or sent by first-class mail (registered or certified, with return receipt requested), overnight courier (guaranteeing next business day delivery) or by email (followed by first class mail confirmation), to the address of the party appearing under its name on the signature page below (or to such other address as may be designated in a notice given hereunder).

18. Equitable Relief. Customer acknowledges that the rights granted to CCBCC hereunder are special, unique and extraordinary and are of indeterminant value, the loss of which cannot be fully compensated by damages, actions at law or by application of other remedies described herein. Consequently, Customer acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by Customer of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the Customer to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Marketing Fees or any other amounts that would otherwise become due and payable to Customer hereunder if, and so long as, Customer is in breach of its obligations hereunder.

19. Right of First Refusal. Prior to, and for a period of sixty (60) days following, expiration or termination of the term of this Agreement, before Customer enters into an agreement with a third party beverage provider or distributor with respect to distribution of non-alcoholic beverages at any of Customer’s retail locations following the expiration or termination of the term hereof, Customer shall first offer the proposed beverage arrangement to CCBCC on the same terms and conditions as offered by the third party. CCBCC shall have 30 days during which to accept said offer. If CCBCC does not accept said offer within said period, Customer shall be free to accept the third-party offer, provided that Customer shall not enter into a beverage arrangement with such third party or any other third party on terms and conditions more favorable to the third party than the terms and conditions offered to CCBCC.

20. Transshipping. As a purchaser of Products distributed by CCBCC, and in consideration thereof, Customer agrees to the provisions herein with respect to Transshipping. “Transshipping” is the act of (i) buying the types of products distributed by CCBCC from outside of CCBCC’s distribution territory for re-sale in such territory, (ii) the sale of CCBCC’s Products outside of such territory, or (iii) the sale of such Products within such territory to any third party that intends to ship or sell such Products outside of such territory. Customer agrees that it shall not engage in Transshipping

during the Term. If Transshipping occurs, CCBCC has the right, in addition to any other rights and remedies available to CCBCC under this Agreement or at law or in equity, (x) to discontinue the sale of Products to Customer and/or to terminate this Agreement, (y) to limit the Products purchased by Customer to amounts which CCBCC reasonably determines Customer needs solely for Customer retail sales in CCBCC's territory, and not for sale to other resellers, and/or (z) to collect from Customer any and all damages incurred by CCBCC as a result of Customer's Transshipping.

21. **Concessionaires.** To the extent that any concessionaire, provider of managed food/beverage services or other third party (each, a "Concessionaire") operates, manages, or leases a Location (or any outlet, portion of or space within a Location), Customer shall cause such Concessionaire to comply with the terms of this Agreement with respect to such Locations (or portions thereof or outlets or spaces therein); provided, however, that if a Concessionaire has a separate agreement with CCBCC or The Coca-Cola Company that includes pricing, rebate, allowance, equipment or service terms, CCBCC may elect in its sole discretion to sell Products to such Concessionaire in accordance with the pricing, rebate and other terms of such other agreement, and there will be no duplication of rebates, allowances, funding or benefits to Customer and the Concessionaire; provided that any purchases of Products by Concessionaire for sale at the Locations will be credited toward any Minimum Total Purchase Requirements set forth in **Exhibit B**.

22. **Purchases from Food Service Distributors.** Notwithstanding any provision of this Agreement to the contrary, CCBCC may elect in its sole discretion at any time to permit Customer to purchase Products from either CCBCC and/or from a food service distributor authorized by CCBCC to distribute Products (an "Authorized Distributor"). If CCBCC elects to permit Customer to purchase Products from an Authorized Distributor, the following terms and conditions shall apply:

(a) Customer would purchase Products from an Authorized Distributor at the Authorized Distributor's prices and on its pricing terms, not on CCBCC's trade letter pricing or any pricing terms set forth in this Agreement, subject to Section 22(b);

(b) CCBCC will pay Customer rebates for Products purchased from an Authorized Distributor ("**Authorized Distributor Delivered Products**") solely if and to the extent set forth in **Exhibit A**.

(c) In no event will CCBCC pay rebates with respect to any (i) Authorized Distributor Delivered Products other than Products marketed under trademarks or brand names owned or controlled by or licensed for the use of The Coca-Cola Company ("**TCCC Products**") or (ii) Bag-in-Box Products purchased through The Coca-Cola Company's national fountain program, including Coca-Cola, Sprite, Fanta, Seagrams, Pibb, Minute Maid, Barq's, Mello Yello, Hi-C, Powerade, Gold Peak, vitaminwater, Fresca and any line extensions of those brands;

(d) Purchases by Customer of Authorized Distributor Delivered Products that are TCCC Products will be credited toward any Minimum Total Purchase Requirements set forth in **Exhibit B**, but purchases of Authorized Distributor Delivered Products that are not TCCC Products will not be credited; and

(e) All rebates on Authorized Distributor Delivered Products set forth in **Exhibit A** will be paid based solely on sales records reported by the Authorized Distributor, and CCBCC is not obligated to pay rebates on sales not properly reported by the Authorized Distributor.

23. **Miscellaneous.** This Agreement shall not be assigned or transferred (including, without limitation, by merger or operation of law) by Customer without the prior written consent of CCBCC, and any such attempt to assign or transfer this Agreement without the prior written consent of CCBCC will be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. To be effective, any waiver of any term or condition in this Agreement must be in writing and signed by the waiving party. No waiver by any party of any breach by another party of any provision hereof shall be deemed to be a waiver of any other breach thereof or as a waiver of any such or other provision of this Agreement. This Agreement is made and executed with the intention that the construction, interpretation and validity hereof shall be determined in accordance with and governed by the laws of the State of North Carolina. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof. All Exhibits attached hereto are hereby incorporated herein by reference. The headings in this Agreement are solely for convenience of reference and shall not affect in any way the interpretation of this Agreement or limit the generality of any of its provisions. This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by the parties hereto, which instrument states that it is an amendment to this Agreement. All rights and remedies specified in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether under this Agreement or at law or in equity. Except as equity may require, should any provision of this Agreement or any part thereof be held to be invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligations of a party with respect to the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts (including by signatures in pdf format transmitted by email or by other electronic means agreed by the parties), each of which shall be deemed an original and all of which shall constitute one Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

“CCBCC”

CCBCC OPERATIONS, LLC

By: _____

Name: Dana Barrett

Title: NBSR

By: _____

Name: _____

Title: _____

Date: _____

“Customer”

Rockvale High School

By: _____

Name: Steve Luker

Title: Principal

By: _____

Name: _____

Title: _____

Date: _____

4100 Coca-Cola Plaza
Charlotte, NC 28211
Attention:
Email:

6545 State Hwy 99
Rockvale, TN 37153
Attention: Steve Luker
Email: lukers@rcshools.net

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Rockvale High School**

LOCATIONS, MARKETING FEES, MARKETING SUPPORT, PRODUCT SUPPORT, MARKETING BENEFITS AND PARTNERSHIP ELEMENTS

1. Locations

Customer #	Name	Address	City	State	Zip
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If, at any time during the Term, any Customer or any affiliate of such Customer creates or establishes a new retail location in the franchise territory of CCBCC, then, at the option of CCBCC in its sole discretion, such newly created or established retail location shall be added automatically as a Location hereunder owned or operated by Customer (or its affiliate) and such new Location and Customer (or affiliate thereof) with respect to such Location shall be subject to the terms of this Agreement during the Term in all respects. If CCBCC exercises such option, the parties agree to execute any documents, and to take any actions, reasonably requested by a party to further evidence or effectuate the addition of such new retail locations as Locations subject to this Agreement for all purposes hereunder.

2. Marketing Fees

Annual Marketing Fee

The annual Marketing Fee during the Initial Term of this Agreement shall be five thousand and 00/100 Dollars (\$5,000.00), subject to the provisions of Section 2 of **Exhibit B**, which amount shall be paid in arrears after each Agreement Year. Subject to submission of an invoice by Customer to CCBCC (and the provisions of Section 2 of **Exhibit B**), the annual Marketing Fee shall be payable in equal installment(s) by the applicable payment due dates following each Agreement Year set forth in the chart below. Notwithstanding the foregoing, payment for Agreement Year 1 will not be made until after initial delivery is made.

Agreement Year	Payment Due Dates
Year 1	8/01/23
Year 2	8/01/24
Year 3	8/01/25
Year 4	8/01/26
Year 5	8/01/27

Rebates

During the Initial Term of this Agreement and subject to Section 22, CCBCC will pay Customer a rebate for each case and/or gallon of Products sold to Customer by CCBCC as set forth below. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

Bottle & Can Packages	Units Per Case	Rebate Per Case	Payment Timing
20 oz. CSD	24	\$5.00	Annually
20 oz. Powerade	24	\$5.00	Annually
20 oz Dasani	24	\$5.00	Annually

B&C Rebate Begin Date
June 1, 2023

B&C Rebate End Date
May 31, 2028

During the Initial Term of this Agreement and subject to Section 22, CCBCC will pay Customer a rebate for each case and/or gallon of the Authorized Distributor Delivered Products sold to Customer by an Authorized Distributor as set forth below. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

4. Product Support

For each Agreement Year during the Initial Term of the Agreement, CCBCC will provide [fifty \(50\)](#) cases of Product in [16.9 oz Dasani & 12 oz cans CSD](#) at no additional cost to Customer. In the event that Customer does not purchase the Minimum Amounts of Products set forth in Section 2 of [Exhibit B](#) and CCBCC elects to extend the term of this Agreement as a result thereof, or if the term of this Agreement is extended pursuant to Section 9 of the Agreement, CCBCC will not be required to provide any additional Product Support after the Initial Term.

5. Marketing and Promotional Benefits

CCBCC shall receive the following marketing and promotional rights, recognition, and support from Customer free of charge, without further payment from CCBCC:

1. **Sampling.** The exclusive right to sample Products at the Locations or Related Activities to the exclusion of Competing Products and any distributors of Competing Products.

2. **Advertising.** The exclusive right to market, promote and/or advertise the Products at the Locations and any Related Activities and CCBCC's status as the exclusive non-alcoholic beverage provider of Customer and any Related Activities in the marketplace. If Customer has a website or menus (whether at the Locations, online or in other digital format), Customer shall display approved logo images of Products selected by CCBCC on such website and menus.

3. **Trademarks.** The right to have all Vending Machines, Cold Cases and other Equipment display the trademarks or the brand names of Products owned or controlled by or licensed for the use of CCBCC or an affiliate.

6. Partnership Elements

Initially during the Term, CCBCC shall be able to execute and provide the following partnership elements at Customer Locations. The parties agree that all checked (X) elements shall initially apply during the Term. Additional partnership elements may be added during the Term by mutual agreement.

	MANDATORY BRANDS		MANDATORY PACKAGES		MANDATORY ANCILLARY		MANDATORY EQUIPMENT
x	Carbonated Drinks	x	20 oz		Trademark Cups	x	Cooler
x	Dasani Water		Fountain		Lids	x	Vendor
x	Powerade Isotonic		12 oz Cans		CO2		Fountain
	Gold Peak Tea		2 Liter		Brewed Tea		Barrel
	Monster Energy		Glass Bottle		Brewed Coffee		Rack
	Vitaminwater				Tumblers		
	Smartwater						
x	Body Armor						
	Minute Maid						
	Dunkin Donuts						

If Customer elects to obtain CO2 through CCBCC, CCBCC, in its sole discretion, may arrange to have the CO2 products and services provided by CCBCC's preferred third party provider of CO2 products and services, in accordance with the pricing and other terms offered by such third-party provider. CCBCC is not obligated to provide CO2 products and services directly.

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Rockvale High School**

INITIAL TERM, MINIMUM AMOUNTS, PRICES, DELIVERY FEE, VEND RATES AND COMMISSIONS

1. Initial Term

Agreement Start Date: **06/01/2023**

Agreement End Date: **5/31/2028**

Total Number of Years: **05 Years**

2. Minimum Amounts

The minimum amount of Products to be (i) purchased by Customer from CCBCC (and from an Authorized Distributor to the extent provided in Section 22(d)), and/or (ii) sold through Full Service Vending Machines, in each case, during each Agreement Year of the Initial Term and during the Initial Term as a whole, shall be as follows:

<u>Distribution/Sales Method</u>	<u>Total Cases/Gallons Required During Each Agreement Year</u>	<u>Total Cases/Gallons Required During Initial Term</u>
Direct Sales (Products Purchased by Customer)	513	2,565
Full Service Vending Machines	<u>1.115</u>	<u>5.575</u>
TOTAL PURCHASE REQUIREMENT	1,628	8390

The minimum Total Purchase Requirements set forth above must be fulfilled based off of sales made from CCBCC or through Full Service Vending Machines. If the minimum Total Purchase Requirement above for any Agreement Year is not achieved for any reason (each such year, a "**Shortfall Year**"), then, in addition to any other remedies CCBCC may have hereunder or at law or in equity, the Marketing Fee payable by CCBCC for such Agreement Year shall be reduced to an amount equal to the product of (A) the amount of the annual Marketing Fee for the Shortfall Year specified in **Exhibit A**, multiplied by (B) a fraction, the denominator of which is the minimum Total Purchase Requirement for the Shortfall Year, and the numerator of which is the actual amount of cases and gallons sold during the Shortfall Year. If there have been any Shortfall Years during the Initial Term, but as of the end of the Initial Term, the Customer has attained the Total Purchase Requirement for the Initial Term, then CCBCC shall pay Customer an amount equal to the aggregate reductions of the annual Marketing Fees during the Initial Term.

3. Prices

(a). **Prices and Adjustments.** During the term of this Agreement, CCBCC will sell to Customer the Products, for purposes of Customer reselling such Products through Direct Sales Vending Machines and Cold Cases in accordance with CCBCC's trade letter pricing in effect from time to time. The prices for the Products may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, increases in any prices, costs, fees, charges or taxes associated with or applicable to CCBCC's production, transportation, acquisition, distribution or sale of the Products. Except with respect to prices for Products distributed through Full-Service Vending Machines, retail prices for sales of Products to consumers at the Locations shall be determined by Customer (or any Concessionaire of Customer) in its discretion.

(b). **Invoices and Payment.** CCBCC shall invoice Customer for Products sold to Customer, and Customer shall make payment, in accordance with CCBCC's usual and customary practices in effect from time to time. If Customer fails to pay such amounts as provided herein, Customer shall pay interest on all overdue amounts at the rate of one and one-half percent (1.5%) per month compounded monthly (or the maximum amount permitted by applicable law, if less). Customer agrees that it shall pay all of CCBCC's costs and expenses (including reasonable attorney's fees and court costs) incurred by CCBCC in collecting any amount not paid when due hereunder and in otherwise enforcing the terms and conditions of this Agreement. Any failure by Customer to pay an invoice shall constitute a material breach of this Agreement. CCBCC may offset against any Commission, Marketing Fees, Marketing Support or other amounts otherwise due from CCBCC hereunder, any such amounts, costs and expenses due to CCBCC in conjunction with such Product sales. Any claims by Customer of discrepancies or errors in pricing or funding must be submitted to CCBCC no later than one (1) year from the date of invoice; any such claims received by CCBCC after such date shall be deemed null and void, and CCBCC shall have no liability or obligation related to such claims.

4. Delivery Fee

During the Term, Customer shall pay to CCBCC a monthly delivery fee with respect to all Full-Service Vending Machines based on CCBCC's delivery fee schedule in effect from time to time. Each quarter during the Term, CCBCC shall deduct the total amount of all monthly delivery fees for such quarter from any Commission otherwise due and payable by CCBCC to Customer for such quarter. Additionally, Customer shall pay to CCBCC any delivery fee, if applicable based on CCBCC's delivery fee schedule in effect from time to time, on all direct sales deliveries made during the Term.

5. Vend Rates

CCBCC shall have, and shall retain, the sole and exclusive right to set vending prices on all Products sold through the Full Service Vending Machines. For the convenience of the parties, the vend rates of the Products as of the Effective Date are as follows:

<u>Product</u>	<u>Vend Rates</u>
20 oz. Carbonated Soft Drinks	\$2.00
20 oz. Powerade	\$2.00
20 oz. Dasani	\$2.00

6. Commissions

(a). **Commission Rates.** During the Term, provided that Customer is in continuous compliance hereunder, CCBCC shall pay a monthly Commission to Customer equal to a percentage of Net Sales (as defined below) of the Products sold through the Full-Service Vending Machines at the Locations. For the convenience of the parties, the Commission rates as of the Effective Date are as follows:

<u>Product</u>	<u>Commission Rate</u>
20 oz. Carbonated Soft Drinks	15%
20 oz. Powerade	15%
20 oz. Dasani	15%

The Commission rates for any additional Products sold through Full-Service Vending Machines at the locations and not listed above shall be paid at 0%.

Notwithstanding the foregoing, CCBCC may elect in its discretion not to pay (and if so elected shall have no obligation to pay) any Commission to Customer with respect to any month during the Term if each and every Full Service Vending Machine placed at the Locations fails to generate at least **Forty and 00/100 Dollars (\$40.00)** (or such lesser amount as CCBCC may determine from time to time) in Commission for such month.

In addition, the Commission rates may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, gross sales of Products through Full-Service Vending Machines at the Locations and the amount of Products purchased by Customer under this Agreement.

(b). **Commission Payments.** Commissions shall be computed by CCBCC monthly and paid by CCBCC to Customer in quarterly installments no later than thirty (30) business days after the end of each quarter, or otherwise in accordance with the payment policies of CCBCC in effect from time to time. The term "**Net Sales**" means and refers to (i) the total gross sales price for the Products sold through the Full Service Vending Machines at the Locations during the period Customer is in full compliance with the terms and conditions of this Agreement reduced by (ii) bad debts, sales and use taxes, recycling fees, debit or credit card charges, shortages, deposit fees and any refunds, discounts, rebates, returns or allowances made by CCBCC, or losses suffered by CCBCC due to theft, pilferage or vandalism, with respect to Products at the Locations. The determination of Net Sales and entitlement to, and amount of, Commission payments hereunder shall be made by CCBCC in good faith and in accordance with its normal accounting and bookkeeping methods.

7. Transfer of Full Service Vending to FLOs

Notwithstanding any provision of this Agreement (including Sections 5 and 6 of this **Exhibit B**) to the contrary, CCBCC may elect at any time in its sole discretion to transfer all servicing of Full-Service Vending Machines at the Locations ("**FSV Services**") to a third party full line operator (an "**FLO**"), and if CCBCC elects to transfer FSV Services to a FLO, the following terms and conditions will apply:

(a) the FLO will be solely responsible for stocking such vending machines, removing cash and other proceeds from sales of Products, and providing any repair and maintenance services for the vending machines, and all cash and other proceeds from the sale of Products in such vending machines shall be at all times the property of the FLO;

(b) the FLO will stock the Full-Service Vending Machines in accordance with the FLO's stocking and delivery policies in effect from time to time.

(c) the FLO will provide repair and maintenance services for the Full-Service Vending Machines in accordance with its repair and maintenance terms and conditions in effect from time to time.

(d) Customer shall provide the FLO with reasonable access to the Full-Service Vending Machines to stock the machines, perform any necessary repair and maintenance and to remove, replace or install Full-Service Vending Machines; Customer shall not perform any repair or maintenance on the Full Service Vending Machines without the FLO's prior authorization;

(e) all Commissions set forth in Section 6 above will be paid by the FLO consistent with past practice by CCBCC at the times set forth in Section 6 or otherwise in accordance with the payment policies of the FLO in effect from time to time, and CCBCC will have no responsibility to pay commissions to Customer so long as the FLO provides FSV Services; and

(f) Full-Service Vending Machines serviced by the FLO pursuant to this Section 7 may include vending machines owned by CCBCC and/or vending machines owned by the FLO. Any vending machines owned by the FLO shall remain the property of the FLO at all times. CCBCC shall have no obligation or liability with respect to the FSV Services performed by any FLO or any vending machines serviced by the FLO.

(g) From time to time, CCBCC may elect to change the FLO providing FSV Services at the Locations in the event CCBCC determines in its sole discretion that the incumbent FLO is not providing adequate service at the Locations, the incumbent FLO desires to terminate provision of FSV Services at the Locations or CCBCC otherwise determines that the appointment of a new FLO is in the best interests of the parties.

CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Rockvale High School

EQUIPMENT

Full Service Vending Machine Listing

Installation Site at the Locations

Other Equipment Listing

Installation Site at the Locations

CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Siegel High School

THIS CUSTOMER MARKETING AGREEMENT (the "**Agreement**") is made and entered into as of the **1st day of June 2023** (the "**Effective Date**"), by and between CCBCC OPERATIONS, LLC ("**CCBCC**"), and **Siegel High School** ("**Customer**").

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCBCC and Customer hereby agree as follows:

1. Product Sale and Distribution.

(a) **General.** During the term of this Agreement, Customer shall (i) merchandise, advertise, display, vend, sell and otherwise distribute, all at retail, (collectively, hereinafter referred to as "distribute" or "distribution") sparkling and still non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared, including, without limitation, all carbonated soft drinks, noncarbonated drinks, juices and juice drinks, teas and tea drinks, packaged waters, energy drinks, isotonic and sport performance beverages, vitamin/mineral enhanced waters, and nutritional supplement beverages, that are (A) marketed under trademarks or brand names owned or controlled by or licensed for the use of CCBCC or an affiliate thereof and (B) customarily and regularly distributed by CCBCC in the ordinary course under comparable circumstances at the then subject time (the "**Products**") and (ii) obtain all of its requirements for Products from CCBCC. Customer shall distribute the Products in the manner set forth herein and shall use its best efforts to maximize the sales of, and revenue from, the Products. Such distribution shall be carried out at the locations specified on **Exhibit A** (the "**Locations**"). The brands and package forms for the Products to be distributed shall be determined by CCBCC in its discretion after consultation with Customer. Sponsor is entering into this Agreement with the understanding that it will have the flexibility to sell a range of Beverage brands and packages that meet consumer demand and maximize sales volume and revenue, and any restriction on Sponsor's rights to determine brands and package forms, whether as a result of actions or orders by Customer or any third party (including any governmental authority), shall be deemed a material breach of this Agreement.

(b) **Full Service Vending Machine Sales.** With respect to self-operated, coin and bill and/or cashless vending machines placed at the Locations by CCBCC hereunder and identified as "Full Service Vending Machines" on **Exhibit C** ("**Full Service Vending Machines**"), CCBCC shall stock such vending machines in accordance herewith. All Products in such Full Service Vending Machines (and all cash and other proceeds from sales of such Products) shall be at all times the property of CCBCC, and CCBCC shall be responsible for removing from the Full Service Vending Machines all such cash and other proceeds. Customer shall return to CCBCC all such Products and proceeds that might come into Customer's possession. Customer shall have no right to access any internal areas or parts of such Full Service Vending Machines. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the servicing of Full Service Vending Machines may be provided by a full line operator as set forth in Section 7 of **Exhibit B**.

(c) **Direct Sales Vending Machines.** Except as provided in Section 1(b) above with respect to Full Service Vending Machines, Customer shall stock all self-operated, coin and bill and/or cashless vending machines, if any, placed at the Locations by CCBCC ("**Direct Sales Vending Machines**" and together with Full Service Vending Machines, "**Vending Machines**") in accordance herewith. Products sold through Direct Sales Vending Machines shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer's operations. Once delivered to Customer, all Products in such Direct Sales Vending Machines (and all cash and other proceeds from sales of such Products) shall be the property of Customer, with Customer having all attendant risk of loss and ownership obligations.

(d) **Delivered Bottle, Can and Fountain Sales.** In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and other non-vending machine vehicles of distribution (collectively, for convenience of reference, "**Cold Cases**"). Products sold through Cold Cases shall be purchased by Customer from CCBCC or an Authorized Distributor (as defined below) as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer's operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as are reasonably required by Customer, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to any and all minimum sale requirements on **Exhibit B**. CCBCC shall not be liable to Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.

(e) **Minimum Required Sales.** CCBCC is entering into this Agreement on the basis that Product sales at the Locations will achieve certain targets. Accordingly, the sales of Products through Full Service Vending Machines and/or to Customer for resale through Direct Sales Vending Machines and Cold Cases shall in no event be less than the minimums set forth on **Exhibit B**. Failure to achieve those minimums shall constitute an event of Cause hereunder (as defined in Section 9 below) and CCBCC shall be entitled to the remedies set forth in **Exhibit B**, in addition to any other remedies CCBCC may have hereunder or at law or in equity.

2. Promotional Recognition. Customer hereby grants to CCBCC (and the Products) promotional recognition and the right to promote (and the cooperation and active involvement of Customer in promoting) CCBCC and the Products in connection with Customer, the Locations and any activities, functions and event venues operating under the auspices of Customer ("**Related Activities**"). Promotional recognition benefits include, without limitation, those set forth on **Exhibit A**. CCBCC shall have the right to use any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by Customer (collectively, the "**Customer Marks**") on a royalty-free basis during the Term (as defined below). Without limiting the generality of the foregoing, CCBCC shall submit to Customer, and Customer shall have the right to approve within ten (10) days of receipt from CCBCC, which approval shall not be unreasonably withheld, conditioned or delayed, (i) any concept for any promotional activity undertaken by CCBCC hereunder with respect to Customer or any Location or Related Activity and (ii) any artwork or other items created by CCBCC that incorporate any Customer Marks for use in any such promotional activity. In the event that Customer fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by Customer. CCBCC shall have access to the Locations and any Related Activities at all reasonable times for any appropriate purposes hereunder and, with respect to promotions, agrees to comply with any reasonable requirements of Customer regarding operation, placement, set-up and tear-down of CCBCC's promotional materials.

3. Exclusivity. In consideration for, and as a material inducement to, CCBCC entering into this Agreement, Customer expressly agrees that, during the Term, Customer shall not (i) distribute, or allow any others to distribute, to any person in any manner, for compensation or otherwise, directly or indirectly, any products or supplies on or at the Locations or any Related Activities that are similar to, the same as or comparable to or compete with the Products ("**Competing Products**") or (ii) grant any similar marketing or sponsorship recognition to any Competing Products (or any distributor of Competing Products). In the event that any third party attempts, without CCBCC's prior written consent, to distribute any Competing Product at the Locations or any Related Activities or to associate any Competing Product with Customer, or to suggest that a Competing Product is endorsed by, or

associated with, Customer, then Customer will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights granted to CCBCC under this Agreement.

4. **Marketing Fees; Rebates.** During the Initial Term (as defined in Section 9 below) of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall pay to Customer the marketing fees ("**Marketing Fees**") and/or rebates as set forth on **Exhibit A**. In the event of a breach of this Agreement by Customer, (i) CCBCC shall be under no obligation to make any additional Marketing Fee or rebate payments to Customer after the date of such breach, and (ii) Customer shall promptly refund to CCBCC all unearned initial and annual Marketing Fees paid by CCBCC prior to such breach based on the pro-rated portion of such fees allocable to the period from the date of the breach to the end of the applicable period for which such fees had been provided.

5. **Marketing Support.** During the Initial Term of this Agreement, so long as Customer is in continuous compliance hereunder, CCBCC shall endeavor to provide annual marketing support in the amount set forth on **Exhibit A** (the "**Marketing Support**"), provided that CCBCC is not obligated to make cash expenditures up to such amount, and marketing support may include provision of in-kind services or other non-cash assets or benefits or any combination thereof. If, as of the end of any Agreement Year (as defined below) during the Initial Term of the Agreement, there is any unused Marketing Support specified for such Agreement Year, the difference between the Marketing Support and the amount of the marketing support actually provided for such year shall be forfeited and shall not roll over to the following Agreement Year. If, at the end of the Initial Term, there is any unused Marketing Support, CCBCC shall have no obligation to pay, and shall not pay, the amount of any such unused Marketing Support to Customer. Upon expiration of the Initial Term or termination of this Agreement, the marketing program hereunder (e.g., Marketing Fees and Marketing Support) will no longer be made available to Customer, and CCBCC shall have no further obligations with respect to such marketing program.

6. **Product Support.** During the Initial Term of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall, at no cost to Customer, provide Product support (the "**Product Support**") each Agreement Year in the amount set forth on **Exhibit A**; provided, however, that CCBCC shall not be liable to Customer for failure to provide such Product Support where such failure is due to any cause or condition beyond the reasonable control of CCBCC. Customer shall request Product Support in writing at least fourteen (14) days prior to the desired delivery date, and any such requests shall be for an amount of Product that is equal to or greater than twenty (20) cases. For the avoidance of doubt, if, with respect to any Agreement Year during the Initial Term, Customer fails to request all of the Product Support available for such year, the amount of any Product Support not requested by Customer shall not carry over to the next Agreement Year nor shall Customer be entitled to receive any compensation from CCBCC with respect thereto. Customer shall not, and shall not permit others to, resell any Product provided by CCBCC to Customer pursuant to this Section 6. If, with respect to any Agreement Year during the Initial Term of this Agreement, Customer requires Product Support in excess of the amount set forth on **Exhibit A**, CCBCC shall provide such additional Products to Customer; provided, however, that Customer shall purchase such Products from CCBCC at the then-current prices for the Products.

7. **Prices and Commission.**

(a) **Product Prices.** Subject to Sections 22 and 23, CCBCC agrees to sell to Customer Products for resale by Customer through Direct Sales Vending Machines and Cold Cases, in accordance with CCBCC's trade letter pricing in effect from time to time, during the period in which Customer is in full compliance with the terms and conditions of this Agreement.

(b) **Commission on Sales.** CCBCC shall pay to Customer a commission on CCBCC's sales of Products through any Full Service Vending Machines at the Locations ("**Commission**"), during the period in which Customer is in full compliance with the terms and conditions of this Agreement. Commissions shall be computed and paid in the manner, and subject to the provisions, set forth on **Exhibit B**. Notwithstanding the foregoing, if the servicing of Full Service Vending Machines is transferred to a full line operator pursuant to Section 7 of **Exhibit B**, Commissions will be paid in accordance with the terms thereof.

8. **Equipment.**

(a) **General.** CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and appropriate (as determined by CCBCC in its sole discretion) to distribute the Products at the Locations. Those Vending Machines, along with any Cold Cases and other equipment, if any, provided by CCBCC to Customer (in CCBCC's sole discretion) to assist Customer in Cold Case distribution, are referred to collectively as the "**Equipment**". The initial Equipment at the Effective Date consists of those items set forth on **Exhibit C**. All Equipment is and shall remain the property of CCBCC at all times. Customer shall take no action inconsistent with such ownership and shall cooperate with CCBCC in preserving and evidencing the same, including execution, delivery and filing of financing statements and other documents, as CCBCC may require. Customer agrees that it will (i) maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimburse CCBCC for any loss or damage to any Equipment, other than reasonable wear and tear or loss or damage caused by CCBCC. Customer will not encumber the Equipment in any manner or permit any attachment thereto. No logo, trademark, advertisement or other indication of CCBCC's ownership of the Equipment shall be obstructed, defaced or removed, and no logo, trademark or advertisement other than those of or related to CCBCC or the Products shall be attached to the Equipment. The Equipment shall be used exclusively to merchandise Products and shall not be used for any other purpose, including the storage or merchandising of any other products. Upon expiration or termination of this agreement, Customer shall immediately return all Equipment or other property of CCBCC and provide access to the Locations for CCBCC's removal of the same (and in no event shall Customer remove or attempt to remove any Equipment without the prior written consent of CCBCC). If Equipment is not returned to CCBCC pursuant to the terms of the immediately preceding sentence, then CCBCC shall submit an invoice to Customer setting forth the replacement cost of any such unreturned Equipment and any costs and expenses incurred by CCBCC (including labor and collection costs) in connection with CCBCC's attempt to remove the Equipment from the Locations. Customer shall pay such invoice in accordance with the payment terms set forth in Section 3(b) of **Exhibit B**.

(b) **Installation Sites.** The Equipment installation sites at the Locations shall be as set forth on **Exhibit C** and as otherwise mutually agreed upon by the parties. The Equipment may not be removed from the installation sites without CCBCC's prior written consent. Customer represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.

(c) **Stocking and Maintenance.** CCBCC shall stock the Full Service Vending Machines with Products through CCBCC's regular, full service delivery drivers or agents, in accordance with CCBCC's delivery policies in effect, from time to time. CCBCC shall perform maintenance services on the Equipment, at its expense, in accordance with CCBCC's maintenance and repair policies, in effect from time to time, but shall not be liable for damages of any kind arising out of delays in providing service to the Equipment. Customer shall not perform any maintenance or repairs on any Equipment without Bottler's prior authorization. CCBCC may, at its option, remove, replace or supplement the Equipment at any time during the Term. Customer shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to stock the Full Service Vending Machines, perform any maintenance services on the Equipment or remove, replace or install Equipment.

9. **Term and Termination.** As used herein, "**Initial Term**" means the initial term of this Agreement set forth in Section 1 of **Exhibit B**. This Agreement may be terminated, effective at the end of the Initial Term (as it may be extended pursuant to Section 2 of **Exhibit B**), by either party giving the other party written notice of termination at least thirty (30) days prior to the end of the Initial Term. If not terminated effective at the end of the Initial Term, this Agreement shall continue in full force and effect thereafter until either party gives the other party written notice of termination of this Agreement at least thirty (30) days prior to the effective date of such termination, as specified in such notice; provided, however, that CCBCC shall have no obligation to pay or provide any Marketing Fees, Marketing Support, Product Support or rebates following the Initial Term, except, in the case of rebates, as may be otherwise expressly set forth herein. The Initial Term, together with any such additional period after the Initial Term until the Agreement is terminated, shall be referred to herein as the "**Term**." Each twelve month period during the Term that commences with the Effective Date or each subsequent anniversary thereof shall be referred to herein as an "**Agreement Year**". Notwithstanding the foregoing, this Agreement may be terminated

by CCBCC, for Cause, at any time during or after the Initial Term, without notice and effective immediately. "**Cause**" means and refers to (i) a material breach by Customer of this Agreement, including, without limitation, the exclusivity provisions in Section 3, (ii) Customer is unable to pay its liabilities when due, files a petition in bankruptcy or is adjudicated bankrupt or insolvent or is otherwise subject to bankruptcy, insolvency or other similar proceedings, or (iii) Customer engaging in (A) unethical business practices, (B) conduct that violates widely held public moral beliefs or that brings public disrepute on Customer or CCBCC, or (C) a misrepresentation of the Products.

10. Damages Relating to Removal of Equipment. If (a) any piece of Equipment is removed from an outlet or other part of a Location at any time without the prior written consent of CCBCC, or (b) if this Agreement is terminated by Customer in violation of this Agreement or terminated by CCBCC for Cause, then Customer will pay CCBCC the actual cost of removal (including standard shipping and handling charges) and any repair, cleaning and/or remanufacturing of the Equipment necessary for reuse of the Equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks, and regulators) and other ancillary equipment installed at the Location(s). The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

11. Repayment of Fees Upon Termination. Upon termination of this Agreement, Customer must re-pay to CCBCC any and all paid but unearned funding provided by CCBCC based on the pro-rated portion of such funding allocable to the period from the date of termination to the end of the period for which such funding had been provided. The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

12. Representations, Warranties and Covenants. Each of the parties represents and warrants that this Agreement is valid and legally binding upon that party and enforceable in accordance with its terms. Customer represents, warrants and covenants that (i) Customer has the sole and exclusive authority to distribute the Products, and authorize distribution, at the Locations and any Related Activities and to grant the marketing, beverage distribution and promotional rights to CCBCC set forth herein, in each case, without violating the rights of any third party or any agreement or binding obligation to which it is a party or by which it or its assets is bound, (ii) Customer has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Agreement and (iii) Customer will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.

13. Confidentiality. During the term of this Agreement and for a period of three (3) years immediately following the expiration or termination of this Agreement (and for such longer period as may be required to protect trade secrets and comparable rights), Customer shall hold, and shall cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents (collectively, "**Designees**") to hold, in confidence, unless disclosure is compelled by judicial or administrative process or by other requirements of law (in which case Customer shall give CCBCC written notice of the intended disclosure promptly after becoming aware of such disclosure requirement and prior to the actual disclosure, if possible, so that CCBCC may seek a protective order or other appropriate remedy), all documents and information concerning the business relationship embodied in this Agreement (including, without limitation, the terms and conditions of this Agreement) or which CCBCC or its affiliates furnish to Customer in connection with this Agreement, except to the extent that such information can be shown to have been (i) previously known on a nonconfidential basis by Customer, (ii) in the public domain through no fault of Customer or (iii) later lawfully acquired by Customer from sources other than CCBCC or its affiliates; provided, that Customer may disclose such information to its Designees in connection with the business relationship contemplated by this Agreement so long as such Designees are informed by Customer of the confidential nature of such information and agree to treat such information as confidential. Upon the expiration or termination of this Agreement, Customer shall, and shall cause its Designees to, destroy or deliver to CCBCC, upon request, all documents and other materials, and all copies thereof, obtained by them or on their behalf from CCBCC or its affiliates in connection with this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement, regardless of the date, cause or manner of such termination.

14. Indemnification. CCBCC agrees to indemnify and hold Customer harmless from and against, and to pay to Customer, any and all losses, claims, demands, liabilities and damages incurred by Customer, including, without limitation, reasonable attorneys' fees and court costs, directly arising out of or relating to the defective manufacture of the Products. To the extent allow by law customer agrees to indemnify and hold CCBCC and any affiliated entity harmless from and against, and to pay to CCBCC, any and all losses, claims, demands, liabilities and damages incurred by them, including without limitation reasonable attorneys' fees and court costs, arising out of or relating to (i) Customer's negligent or wrongful acts or omissions in connection with the distribution of the Products, (ii) any material breach by Customer of this Agreement or (iii) any confiscation or encumbrance of the Equipment.

15. Insurance. During the Term, Customer shall maintain (i) commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and (ii) worker's compensation insurance as is required by applicable law, from an insurer which is A.M. Best Company rated A- or higher. Any such commercial general liability insurance policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successors and assigns as additional insureds. Customer shall provide any certificates of insurance to CCBCC upon request, and Customer or its insurer shall provide thirty (30) days' prior written notice (or such other notice as may be provided in the policy provisions) to CCBCC of cancellation or non-renewal of such policies.

16. No License. Nothing contained in this Agreement shall be deemed to grant Customer any right in, or license to, any intellectual property owned or controlled by, or licensed for the use of, CCBCC or its affiliates (collectively, "**CCBCC IP**"), and Customer shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its affiliates or other CCBCC IP, without the prior written consent of CCBCC.

17. Notices. Any and all notices or communications between the parties with respect to this Agreement shall be deemed given when made in writing and delivered by hand or sent by first-class mail (registered or certified, with return receipt requested), overnight courier (guaranteeing next business day delivery) or by email (followed by first class mail confirmation), to the address of the party appearing under its name on the signature page below (or to such other address as may be designated in a notice given hereunder).

18. Equitable Relief. Customer acknowledges that the rights granted to CCBCC hereunder are special, unique and extraordinary and are of indeterminant value, the loss of which cannot be fully compensated by damages, actions at law or by application of other remedies described herein. Consequently, Customer acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by Customer of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the Customer to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Marketing Fees or any other amounts that would otherwise become due and payable to Customer hereunder if, and so long as, Customer is in breach of its obligations hereunder.

19. Right of First Refusal. Prior to, and for a period of sixty (60) days following, expiration or termination of the term of this Agreement, before Customer enters into an agreement with a third party beverage provider or distributor with respect to distribution of non-alcoholic beverages at any of Customer's retail locations following the expiration or termination of the term hereof, Customer shall first offer the proposed beverage arrangement to CCBCC on the same terms and conditions as offered by the third party. CCBCC shall have 30 days during which to accept said offer. If CCBCC does not accept said offer within said period, Customer shall be free to accept the third-party offer, provided that Customer shall not enter into a beverage arrangement with such third party or any other third party on terms and conditions more favorable to the third party than the terms and conditions offered to CCBCC.

20. Transshipping. As a purchaser of Products distributed by CCBCC, and in consideration thereof, Customer agrees to the provisions herein with respect to Transshipping. "Transshipping" is the act of (i) buying the types of products distributed by CCBCC from outside of CCBCC's distribution territory for re-sale in such territory, (ii) the sale of CCBCC's Products outside of such territory, or (iii) the sale of such Products within such territory to any third party that intends to ship or sell such Products outside of such territory. Customer agrees that it shall not engage in Transshipping

during the Term. If Transshipping occurs, CCBCC has the right, in addition to any other rights and remedies available to CCBCC under this Agreement or at law or in equity, (x) to discontinue the sale of Products to Customer and/or to terminate this Agreement, (y) to limit the Products purchased by Customer to amounts which CCBCC reasonably determines Customer needs solely for Customer retail sales in CCBCC's territory, and not for sale to other resellers, and/or (z) to collect from Customer any and all damages incurred by CCBCC as a result of Customer's Transshipping.

21. **Concessionaires.** To the extent that any concessionaire, provider of managed food/beverage services or other third party (each, a "Concessionaire") operates, manages, or leases a Location (or any outlet, portion of or space within a Location), Customer shall cause such Concessionaire to comply with the terms of this Agreement with respect to such Locations (or portions thereof or outlets or spaces therein); provided, however, that if a Concessionaire has a separate agreement with CCBCC or The Coca-Cola Company that includes pricing, rebate, allowance, equipment or service terms, CCBCC may elect in its sole discretion to sell Products to such Concessionaire in accordance with the pricing, rebate and other terms of such other agreement, and there will be no duplication of rebates, allowances, funding or benefits to Customer and the Concessionaire; provided that any purchases of Products by Concessionaire for sale at the Locations will be credited toward any Minimum Total Purchase Requirements set forth in **Exhibit B**.

22. **Purchases from Food Service Distributors.** Notwithstanding any provision of this Agreement to the contrary, CCBCC may elect in its sole discretion at any time to permit Customer to purchase Products from either CCBCC and/or from a food service distributor authorized by CCBCC to distribute Products (an "Authorized Distributor"). If CCBCC elects to permit Customer to purchase Products from an Authorized Distributor, the following terms and conditions shall apply:

(a) Customer would purchase Products from an Authorized Distributor at the Authorized Distributor's prices and on its pricing terms, not on CCBCC's trade letter pricing or any pricing terms set forth in this Agreement, subject to Section 22(b);

(b) CCBCC will pay Customer rebates for Products purchased from an Authorized Distributor ("**Authorized Distributor Delivered Products**") solely if and to the extent set forth in **Exhibit A**.

(c) In no event will CCBCC pay rebates with respect to any (i) Authorized Distributor Delivered Products other than Products marketed under trademarks or brand names owned or controlled by or licensed for the use of The Coca-Cola Company ("**TCCC Products**") or (ii) Bag-in-Box Products purchased through The Coca-Cola Company's national fountain program, including Coca-Cola, Sprite, Fanta, Seagrams, Pibb, Minute Maid, Barq's, Mello Yello, Hi-C, Powerade, Gold Peak, vitaminwater, Fuze, Fresca and any line extensions of those brands;

(d) Purchases by Customer of Authorized Distributor Delivered Products that are TCCC Products will be credited toward any Minimum Total Purchase Requirements set forth in **Exhibit B**, but purchases of Authorized Distributor Delivered Products that are not TCCC Products will not be credited; and

(e) All rebates on Authorized Distributor Delivered Products set forth in **Exhibit A** will be paid based solely on sales records reported by the Authorized Distributor, and CCBCC is not obligated to pay rebates on sales not properly reported by the Authorized Distributor.

23. **Miscellaneous.** This Agreement shall not be assigned or transferred (including, without limitation, by merger or operation of law) by Customer without the prior written consent of CCBCC, and any such attempt to assign or transfer this Agreement without the prior written consent of CCBCC will be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. To be effective, any waiver of any term or condition in this Agreement must be in writing and signed by the waiving party. No waiver by any party of any breach by another party of any provision hereof shall be deemed to be a waiver of any other breach thereof or as a waiver of any such or other provision of this Agreement. This Agreement is made and executed with the intention that the construction, interpretation and validity hereof shall be determined in accordance with and governed by the laws of the State of North Carolina. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof. All Exhibits attached hereto are hereby incorporated herein by reference. The headings in this Agreement are solely for convenience of reference and shall not affect in any way the interpretation of this Agreement or limit the generality of any of its provisions. This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by the parties hereto, which instrument states that it is an amendment to this Agreement. All rights and remedies specified in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether under this Agreement or at law or in equity. Except as equity may require, should any provision of this Agreement or any part thereof be held to be invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligations of a party with respect to the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts (including by signatures in pdf format transmitted by email or by other electronic means agreed by the parties), each of which shall be deemed an original and all of which shall constitute one Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

“CCBCC”

CCBCC OPERATIONS, LLC

By: _____

Name: Dana Barrett

Title: NBSR

By: _____

Name: _____

Title: _____

Date: _____

“Customer”

Siegel High School

By: _____

Name: Larry Creasey

Title: Principal

By: _____

Name: _____

Title: _____

Date: _____

4100 Coca-Cola Plaza
Charlotte, NC 28211
Attention:
Email:

3300 Siegel Road
Murfreesboro, TN 37129
Attention: Larry Creasey
Email:

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Siegel High School**

**LOCATIONS, MARKETING FEES, MARKETING SUPPORT, PRODUCT SUPPORT, MARKETING
BENEFITS AND PARTNERSHIP ELEMENTS**

1. Locations

Customer #	Name	Address	City	State	Zip
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If, at any time during the Term, any Customer or any affiliate of such Customer creates or establishes a new retail location in the franchise territory of CCBCC, then, at the option of CCBCC in its sole discretion, such newly created or established retail location shall be added automatically as a Location hereunder owned or operated by Customer (or its affiliate) and such new Location and Customer (or affiliate thereof) with respect to such Location shall be subject to the terms of this Agreement during the Term in all respects. If CCBCC exercises such option, the parties agree to execute any documents, and to take any actions, reasonably requested by a party to further evidence or effectuate the addition of such new retail locations as Locations subject to this Agreement for all purposes hereunder.

2. Marketing Fees

Annual Marketing Fee

The annual Marketing Fee during the Initial Term of this Agreement shall be five thousand and 00/100 Dollars (\$5,000.00), subject to the provisions of Section 2 of **Exhibit B**, which amount shall be paid in arrears after each Agreement Year. Subject to submission of an invoice by Customer to CCBCC (and the provisions of Section 2 of **Exhibit B**), the annual Marketing Fee shall be payable in equal installment(s) by the applicable payment due dates following each Agreement Year set forth in the chart below. Notwithstanding the foregoing, payment for Agreement Year 1 will not be made until after initial delivery is made.

Agreement Year	Payment Due Dates
Year 1	8/01/23
Year 2	8/01/24
Year 3	8/01/25
Year 4	8/01/26
Year 5	8/01/27

Rebates

During the Initial Term of this Agreement and subject to Section 22, CCBCC will pay Customer a rebate for each case and/or gallon of Products sold to Customer by CCBCC as set forth below. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

Bottle & Can Packages	Units Per Case	Rebate Per Case	Payment Timing
20 oz. CSD	24	\$5.00	Annually
20 oz. Powerade	24	\$5.00	Annually
20 oz Dasani	24	\$5.00	Annually

B&C Rebate Begin Date	B&C Rebate End Date
June 01, 2023	May 31, 2027

During the Initial Term of this Agreement and subject to Section 22, CCBCC will pay Customer a rebate for each case and/or gallon of the Authorized Distributor Delivered Products sold to Customer by an Authorized Distributor as set forth below. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

4. Product Support

For each Agreement Year during the Initial Term of the Agreement, CCBCC will provide [fifty \(50\)](#) cases of Product in [16.9 oz Dasani & 12 oz cans CSD](#) at no additional cost to Customer. In the event that Customer does not purchase the Minimum Amounts of Products set forth in Section 2 of [Exhibit B](#) and CCBCC elects to extend the term of this Agreement as a result thereof, or if the term of this Agreement is extended pursuant to Section 9 of the Agreement, CCBCC will not be required to provide any additional Product Support after the Initial Term.

5. Marketing and Promotional Benefits

CCBCC shall receive the following marketing and promotional rights, recognition, and support from Customer free of charge, without further payment from CCBCC:

1. **Sampling.** The exclusive right to sample Products at the Locations or Related Activities to the exclusion of Competing Products and any distributors of Competing Products.

2. **Advertising.** The exclusive right to market, promote and/or advertise the Products at the Locations and any Related Activities and CCBCC's status as the exclusive non-alcoholic beverage provider of Customer and any Related Activities in the marketplace. If Customer has a website or menus (whether at the Locations, online or in other digital format), Customer shall display approved logo images of Products selected by CCBCC on such website and menus.

3. **Trademarks.** The right to have all Vending Machines, Cold Cases and other Equipment display the trademarks or the brand names of Products owned or controlled by or licensed for the use of CCBCC or an affiliate.

6. Partnership Elements

Initially during the Term, CCBCC shall be able to execute and provide the following partnership elements at Customer Locations. The parties agree that all checked (X) elements shall initially apply during the Term. Additional partnership elements may be added during the Term by mutual agreement.

	MANDATORY BRANDS		MANDATORY PACKAGES		MANDATORY ANCILLARY		MANDATORY EQUIPMENT
x	Carbonated Drinks	x	20 oz		Trademark Cups	x	Cooler
x	Dasani Water		Fountain		Lids	x	Vendor
x	Powerade Isotonic		12 oz Cans		CO2		Fountain
	Gold Peak Tea		2 Liter		Brewed Tea		Barrel
	Monster Energy		Glass Bottle		Brewed Coffee		Rack
	Vitaminwater				Tumblers		
	Smartwater						
x	Body Armor						
	Minute Maid						
	Dunkin Donuts						

If Customer elects to obtain CO2 through CCBCC, CCBCC, in its sole discretion, may arrange to have the CO2 products and services provided by CCBCC's preferred third party provider of CO2 products and services, in accordance with the pricing and other terms offered by such third-party provider. CCBCC is not obligated to provide CO2 products and services directly.

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Siegel High School**

INITIAL TERM, MINIMUM AMOUNTS, PRICES, DELIVERY FEE, VEND RATES AND COMMISSIONS

1. Initial Term

Agreement Start Date: **06/01/2023**

Agreement End Date: **5/31/2027**

Total Number of Years: **05 Years**

2. Minimum Amounts

The minimum amount of Products to be (i) purchased by Customer from CCBCC (and from an Authorized Distributor to the extent provided in Section 22(d)), and/or (ii) sold through Full Service Vending Machines, in each case, during each Agreement Year of the Initial Term and during the Initial Term as a whole, shall be as follows:

<u>Distribution/Sales Method</u>	<u>Total Cases/Gallons Required During Each Agreement Year</u>	<u>Total Cases/Gallons Required During Initial Term</u>
Direct Sales (Products Purchased by Customer)	513	2,565
Full Service Vending Machines	<u>1.115</u>	<u>5.575</u>
TOTAL PURCHASE REQUIREMENT	1,628	8390

The minimum Total Purchase Requirements set forth above must be fulfilled based off of sales made from CCBCC or through Full Service Vending Machines. If the minimum Total Purchase Requirement above for any Agreement Year is not achieved for any reason (each such year, a "**Shortfall Year**"), then, in addition to any other remedies CCBCC may have hereunder or at law or in equity, the Marketing Fee payable by CCBCC for such Agreement Year shall be reduced to an amount equal to the product of (A) the amount of the annual Marketing Fee for the Shortfall Year specified in **Exhibit A**, multiplied by (B) a fraction, the denominator of which is the minimum Total Purchase Requirement for the Shortfall Year, and the numerator of which is the actual amount of cases and gallons sold during the Shortfall Year. If there have been any Shortfall Years during the Initial Term, but as of the end of the Initial Term, the Customer has attained the Total Purchase Requirement for the Initial Term, then CCBCC shall pay Customer an amount equal to the aggregate reductions of the annual Marketing Fees during the Initial Term.

3. Prices

(a). **Prices and Adjustments.** During the term of this Agreement, CCBCC will sell to Customer the Products, for purposes of Customer reselling such Products through Direct Sales Vending Machines and Cold Cases in accordance with CCBCC's trade letter pricing in effect from time to time. The prices for the Products may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, increases in any prices, costs, fees, charges or taxes associated with or applicable to CCBCC's production, transportation, acquisition, distribution or sale of the Products. Except with respect to prices for Products distributed through Full-Service Vending Machines, retail prices for sales of Products to consumers at the Locations shall be determined by Customer (or any Concessionaire of Customer) in its discretion.

(b). **Invoices and Payment.** CCBCC shall invoice Customer for Products sold to Customer, and Customer shall make payment, in accordance with CCBCC's usual and customary practices in effect from time to time. If Customer fails to pay such amounts as provided herein, Customer shall pay interest on all overdue amounts at the rate of one and one-half percent (1.5%) per month compounded monthly (or the maximum amount permitted by applicable law, if less). Customer agrees that it shall pay all of CCBCC's costs and expenses (including reasonable attorney's fees and court costs) incurred by CCBCC in collecting any amount not paid when due hereunder and in otherwise enforcing the terms and conditions of this Agreement. Any failure by Customer to pay an invoice shall constitute a material breach of this Agreement. CCBCC may offset against any Commission, Marketing Fees, Marketing Support or other amounts otherwise due from CCBCC hereunder, any such amounts, costs and expenses due to CCBCC in conjunction with such Product sales. Any claims by Customer of discrepancies or errors in pricing or funding must be submitted to CCBCC no later than one (1) year from the date of invoice; any such claims received by CCBCC after such date shall be deemed null and void, and CCBCC shall have no liability or obligation related to such claims.

4. Delivery Fee

During the Term, Customer shall pay to CCBCC a monthly delivery fee with respect to all Full-Service Vending Machines based on CCBCC's delivery fee schedule in effect from time to time. Each quarter during the Term, CCBCC shall deduct the total amount of all monthly delivery fees for such quarter from any Commission otherwise due and payable by CCBCC to Customer for such quarter. Additionally, Customer shall pay to CCBCC any delivery fee, if applicable based on CCBCC's delivery fee schedule in effect from time to time, on all direct sales deliveries made during the Term.

5. Vend Rates

CCBCC shall have, and shall retain, the sole and exclusive right to set vending prices on all Products sold through the Full Service Vending Machines. For the convenience of the parties, the vend rates of the Products as of the Effective Date are as follows:

<u>Product</u>	<u>Vend Rates</u>
20 oz. Carbonated Soft Drinks	\$2.00
20 oz. Powerade	\$2.00
20 oz. Dasani	\$2.00

6. Commissions

(a). **Commission Rates.** During the Term, provided that Customer is in continuous compliance hereunder, CCBCC shall pay a monthly Commission to Customer equal to a percentage of Net Sales (as defined below) of the Products sold through the Full-Service Vending Machines at the Locations. For the convenience of the parties, the Commission rates as of the Effective Date are as follows:

<u>Product</u>	<u>Commission Rate</u>
20 oz. Carbonated Soft Drinks	15%
20 oz. Powerade	15%
20 oz. Dasani	15%

The Commission rates for any additional Products sold through Full-Service Vending Machines at the locations and not listed above shall be paid at 0%.

Notwithstanding the foregoing, CCBCC may elect in its discretion not to pay (and if so elected shall have no obligation to pay) any Commission to Customer with respect to any month during the Term if each and every Full Service Vending Machine placed at the Locations fails to generate at least **Forty and 00/100 Dollars (\$40.00)** (or such lesser amount as CCBCC may determine from time to time) in Commission for such month.

In addition, the Commission rates may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, gross sales of Products through Full-Service Vending Machines at the Locations and the amount of Products purchased by Customer under this Agreement.

(b). **Commission Payments.** Commissions shall be computed by CCBCC monthly and paid by CCBCC to Customer in quarterly installments no later than thirty (30) business days after the end of each quarter, or otherwise in accordance with the payment policies of CCBCC in effect from time to time. The term "**Net Sales**" means and refers to (i) the total gross sales price for the Products sold through the Full Service Vending Machines at the Locations during the period Customer is in full compliance with the terms and conditions of this Agreement reduced by (ii) bad debts, sales and use taxes, recycling fees, debit or credit card charges, shortages, deposit fees and any refunds, discounts, rebates, returns or allowances made by CCBCC, or losses suffered by CCBCC due to theft, pilferage or vandalism, with respect to Products at the Locations. The determination of Net Sales and entitlement to, and amount of, Commission payments hereunder shall be made by CCBCC in good faith and in accordance with its normal accounting and bookkeeping methods.

7. Transfer of Full Service Vending to FLOs

Notwithstanding any provision of this Agreement (including Sections 5 and 6 of this **Exhibit B**) to the contrary, CCBCC may elect at any time in its sole discretion to transfer all servicing of Full-Service Vending Machines at the Locations ("**FSV Services**") to a third party full line operator (an "**FLO**"), and if CCBCC elects to transfer FSV Services to a FLO, the following terms and conditions will apply:

(a) the FLO will be solely responsible for stocking such vending machines, removing cash and other proceeds from sales of Products, and providing any repair and maintenance services for the vending machines, and all cash and other proceeds from the sale of Products in such vending machines shall be at all times the property of the FLO;

(b) the FLO will stock the Full-Service Vending Machines in accordance with the FLO's stocking and delivery policies in effect from time to time;

(c) the FLO will provide repair and maintenance services for the Full-Service Vending Machines in accordance with its repair and maintenance terms and conditions in effect from time to time;

(d) Customer shall provide the FLO with reasonable access to the Full-Service Vending Machines to stock the machines, perform any necessary repair and maintenance and to remove, replace or install Full Service Vending Machines; Customer shall not perform any repair or maintenance on the Full Service Vending Machines without the FLO's prior authorization;

(e) all Commissions set forth in Section 6 above will be paid by the FLO consistent with past practice by CCBCC at the times set forth in Section 6 or otherwise in accordance with the payment policies of the FLO in effect from time to time, and CCBCC will have no responsibility to pay commissions to Customer so long as the FLO provides FSV Services; and

(f) Full Service Vending Machines serviced by the FLO pursuant to this Section 7 may include vending machines owned by CCBCC and/or vending machines owned by the FLO. Any vending machines owned by the FLO shall remain the property of the FLO at all times. CCBCC shall have no obligation or liability with respect to the FSV Services performed by any FLO or any vending machines serviced by the FLO.

(g) From time to time, CCBCC may elect to change the FLO providing FSV Services at the Locations in the event CCBCC determines in its sole discretion that the incumbent FLO is not providing adequate service at the Locations, the incumbent FLO desires to terminate provision of FSV Services at the Locations or CCBCC otherwise determines that the appointment of a new FLO is in the best interests of the parties.

CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Siegel High School

EQUIPMENT

Full Service Vending Machine Listing

Installation Site at the Locations

Other Equipment Listing

Installation Site at the Locations

MEMORANDUM

DATE: May 30, 2023
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was suspended for vandalism.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Admit into zoned school due to suspension period being completed.

MEMORANDUM

DATE: May 30, 2023
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (2)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for assault of a teacher/staff.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.



Stellar Therapy Services, LLC

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MEDICAID REIMBURSEMENT PROGRAM – SCHOOL NURSING SERVICES PROGRAM ADMINISTRATION CONTRACT AGREEMENT

This Services Agreement (the “Agreement”) is made on this 24th day of April, 2023, by and between **Rutherford County Schools** (hereinafter known as "School District") and **Stellar Therapy Services, LLC** (hereinafter known as "**Contractor**") with its principal office in Chattanooga, TN, 37421.

WHEREAS, the Centers for Medicare and Medicaid Services letter to State Medicaid Directors, SMD#14-006, dated December 15, 2014, states that Medicaid reimbursement is available for covered services that are provided to Medicaid beneficiaries regardless of whether there is any charge for the service to the beneficiary or the community at large; and the School District desires that the Contractor provide billing and related administrative services in connection with healthcare services provided to School District students who are TennCare enrollees.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, School District and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be from **July 1, 2023, through June 30, 2024**
2. **Administrative Services.**

(a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the “Administrative Services”):

- On behalf of School District, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for identified eligible healthcare services that are provided to TennCare Eligible School District Students either by service providers who are directly employed by School District (“School District Providers”) or who have a current contract with Board of Education (“Contract Providers”).
- Assist in credentialing of eligible providers on behalf of the School District. To be eligible for claiming, nursing services must be performed under the supervision and order of a Physician, a Physician’s Assistant, or a Nurse Practitioner. Claims for nursing services will be submitted using the credentials and provider number for the supervising Physician, Physician’s Assistant, or Nurse Practitioner.



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- Ensure that all consents and physicians' orders on behalf of the TennCare Eligible School District Students are in place in order for Contractor to bill for services provided thereto.
- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Train School District Providers or Contract Providers as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- Review and assist School District in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable state and federal laws.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to School District.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible School District Students by School District Providers or Contract Providers having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies School District on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time by providing written notice to School District specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to School District.

(b) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures, and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(c) All revenue and income resulting from the Administrative Services hereunder shall belong to and accrue to the benefit of School District, unless otherwise agreed by the parties. The parties shall work



Stellar Therapy Services, LLC

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together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(d) During the term of this Agreement, School District will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by School District Providers or Contract Providers for TennCare Eligible School District Students.

(e) To the extent that is necessary to facilitate submission of claims for eligible services, Contractor shall provide services for the purpose of providing oversight for nursing services for identified students provided by School District healthcare workers and will serve as the billing entity for the nursing services. When these services are performed by a Physician's Assistant or Advanced Nurse Practitioner, Contractor will provide required physician oversight of the services according to Tennessee State laws. Subject to the terms of this Agreement, the time of performance of the Services shall be as mutually agreed upon by Contractor and School District. Contractor will follow established program protocols agreed upon by all parties.

(f) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Supervision Services and agrees to maintain (at his/her expense) such licenses and qualifications, and to conduct himself in accordance with the ethics and standards of the AANP, AAPA and AMA and all applicable rules and regulations according to the applicable health licensure for performance of the Services throughout the term of this Agreement.

(g) School District is prohibited from hiring or causing to be hired any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the cessation of this contract or the cessation of working relationship of said person with Contractor.

3. Compensation.

(a) In consideration for the Administrative Services provided by Contractor, School District agrees to pay Contractor a Fee for Administrative Services equal to twenty percent (20%) of total revenues received in connection with services provided to Eligible School District Students by School District Providers or Contracted Providers and billed by Contractor.

(b) Contractor will provide regular reports to School District of revenue received by Contractor as a result of services performed by school nurses. This revenue will be distributed monthly by Contractor to School District. The Fee for Administrative Services will be deducted from this disbursement. If revenue is received by School District directly from insurance companies, then Contractor shall invoice School District on a monthly basis for the Fees under



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this Agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractor's invoice therefor.

(c) The parties represent and warrant to the other that all compensation payable to Contractor by School District hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

4. **FERPA Compliance.**

School District and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with School District as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

5. **SCHOOL DISTRICT RESPONSIBILITIES.**

(a) School District agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. School District represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. School District will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. School District shall notify Contractor promptly of all non-chargeable patient visits or services.

(b) School District represents and warrants that the School District Providers and Contract Providers will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) School District acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that School District's failure to comply with the requirements of this Agreement may materially interfere with the Administrative Services.



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School District additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then School District shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information. If School District fails to comply with its obligations under this Section, School District agrees that it shall release and hold Contractor harmless from any claims, losses or damages relating to or arising from Contractor's performance of the Post-Termination Services.

6. Professional Liability Insurance. Contractor will provide proof of insurance with coverage and limits satisfactory to School District's Office of Risk Management.

7. Acknowledgments.

(a) Contractor and School District acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between SCHOOL DISTRICT and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and School District acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and School District acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and School District acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

8. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, public health emergency, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.



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9. **Tax Liabilities.** All taxes applicable to any amounts paid by School District to Contractor under this Agreement shall be Contractor's liability and School District shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by School District, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, School District shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible School District Students by School District Providers and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

10. **Preservation of Records.** Contractor and School District agree that they shall cause the healthcare records generated in connection with the services of the School District Providers and Contract Providers to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and School District shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

11. **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

12. **Change Of Circumstances.** In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of reimbursement or payment for the use of or services services provided to Eligible School District Students by School District Providers and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law, rule, regulation, policy, procedure or interpretation thereof which establishes or creates a substantial



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risk of violation of any federal, state or local anti-fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

13. Governing Law. This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

14. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

15. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

16. Headings. The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

17. Counterparts. This Agreement may be executed in two counterparts, both of which shall constitute an original.



Stellar Therapy Services, LLC

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

School District

Stellar Therapy Services, LLC

By: _____

By: _____

Title: _____

Title: _____

Address for Notices:

SEND INVOICES TO: _____

EMAIL ADDRESS FOR INVOICES: _____



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ATTACHMENT Authorization and Acknowledgement of Compliance of Privacy Laws

Whereas, School District has contracted with Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract.

Whereas, The above referenced contract may require the disclosure by the School District to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA).

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of School District and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the School District and Stellar Therapy Services, LLC, hereby agree as follows:

1. Stellar Therapy Services, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender, and Enrollment Record.
2. Stellar Therapy Services, LLC, as authorized representative of School District for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with School District.
3. Stellar Therapy Services, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

STELLAR DISBURSEMENT DETAILS

CK DATE	CK NUMBER	REIMBURSEMENT TOTAL	ADMIN FEE	CHECK AMOUNT
2/16/2023	21630	\$13,367.25	\$2,673.45	\$10,693.80
3/7/2023	21642	\$7,853.29	\$1,570.66	\$6,282.63
3/30/2023	21657	\$6,225.06	\$1,245.01	\$4,980.05
5/10/2023	21671	\$10,114.50	\$2,022.90	\$8,091.60
TOTALS		\$37,560.10	\$7,512.02	\$30,048.08



Urgent Team Family of Centers provides quick, convenient care for all of your workers' compensation and occupational health needs.

- We develop individualized protocols for each company and we design our services to meet your needs.
- Urgent Team has more than 65 locations throughout Alabama, Arkansas, Georgia, Mississippi, and Tennessee
- Most of our centers offer extended night and weekend hours to accommodate you and your employees' workday
- We provide streamlined billing options.

Pre-Employment and Work Force Services

From screenings to physicals to SAMSHA certified laboratory services, Urgent Team offers a range of occupational health services to support employers in maintaining a healthy and safe work force, while reducing the overall cost of healthcare for your company and employees.

Workplace Injuries

When injury and illness occur on the job, Urgent Team's experienced clinicians will provide your employees with respectful care, in an inviting atmosphere and with a focus on getting them back to work quickly. For added convenience, walk-ins are always welcome - no appointment needed. Plus, our clinicians actively communicate with you regarding your employees' injury treatment and return-to-work plans.

With X-ray and suturing capabilities at our centers, some of the injuries we treat include:

- Sprains, Strains and Broken Bones
- Muscular Pain and Injuries
- Eye Irritations and Injuries
- Cuts and Scrapes
- Bites, Stings and Allergic Reactions
- Burns

Wellness Programs

Urgent Team offers employers Flu Shots, Tetanus Boosters, and Blood Work Panels to help keep employees healthy. These services can be offered onsite to help ensure productivity is not compromised. If you have a specific wellness need, please contact your closest Urgent Team Center and we will do everything we can to help you meet your Occupational Health goals.

Below you will find a list of our service offerings and the accompanying fee schedule. If there is a service your organization requires that is not listed, please contact your local Center to inquire. You may also list them in the area provided at the bottom of the fee schedule.



Occupational Health Agreement

Rutherford County Schools

Company Name

As per Department of Transportation regulations 49 CFR Part 40, the DER is the only person to whom drug screen and breath alcohol results can be communicated.

Dr. James Sullivan

615-893-5815

Primary Designated Employer Representative (DER)

Phone

Eva S. Cupples

615-893-5815 ext 22007

Secondary Designated Employer Representative (DER)

Phone

2240 Southpark Dr

Address

Suite

Murfreesboro

TN 37128

US

City

State Zip

Country

615-893-5815

Phone Number

Secure Fax Number

cupplese@rcschools.net

Email (please provide email for communication purposes)

BILLING INFORMATION

Employer Billing Information

Brian Runion

615-893-5812 ext 22026

Accounts Payable Contact

Phone

2230 Southpark Dr

Billing Address

Suite

Murfreesboro

TN 37128

US

City

State Zip

Country

Third Party Administrator (if applicable)

Name of TPA

Billing Address

Suite

City

State Zip

Phone

Effective Date

Workman's Compensation

Work Comp Carrier

Policy #

Effective Date

Billing Address

Suite

City

State Zip

Phone



OCCUPATIONAL HEALTH SERVICES AND PRICING:

Instant Drug Screenings	Price			Reason			
• 5 Panel	\$30.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident		
• 10 Panel	\$35.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident		
Lab Based Screenings							
• 5 Panel	\$50.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident		
• 10 Panel	\$55.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident		
DOT Drug Screen in-house Lab	\$55.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident	Return to Duty	Follow -Up
Urine Drug screen Collection	\$25.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident	Return to Duty	Follow -Up
Hair Follicle Testing							
• 5 Panel	\$70.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident		
• 5 Panel Extended	\$85.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident		
Hair Follicle Collection	\$25.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident		
Tennessee Drug Free Workplace	\$55.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident	Return to Duty	Follow -Up
Breath Alcohol Test							
• DOT	\$25.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident	Return to Duty	Follow -Up
• NON-DOT	\$25.00	Pre-Employment	Random	Reasonable Suspicion	Post-Accident	Return to Duty	Follow -Up

Physical Exams	Price						
• DOT Physical	\$85.00	Pre-Employment	Recertification				
• Work Physical	\$70.00	Pre-Employment	Recertification				
• School Bus Physical	\$45.00	Pre-Employment	Recertification				

Immunizations	Price		
Flu Shot	\$30.00	As Needed	
Hep B 3 Shot Series (each)	\$90.00	Pre-Employment	As Needed
Hep A 2 Shot Series (each)	\$90.00	Pre-Employment	As Needed
MMR	\$75.00	Pre-Employment	As Needed
Varicella	\$125.00	Pre-Employment	As Needed
Tetanus Shot	\$55.00	Pre-Employment	As Needed

Laboratory Services	Price		
A1C	\$20.00	As Needed	
Basic Metabolic Panel (BMP)	\$30.00	Pre-Employment	As Needed
Complete Blood Count (CBC)	\$25.00	Pre-Employment	As Needed
Complete Metabolic Panel	\$40.00	Pre-Employment	As Needed
Hep B Titer	\$90.00	Pre-Employment	As Needed
Lipid Panel	\$50.00	Pre-Employment	As Needed
Varicella Titer	\$70.00	Pre-Employment	As Needed
Phlebotomy	\$25.00	As Needed	

Additional Services	Price		
Audiogram	\$40.00	Pre-Employment	Annual
EKG	\$70.00	Pre-Employment	Annual
OSHA Questionnaire	\$30.00	Pre-Employment	Annual
Questionnaire, PFT, RFT	\$80.00	Pre-Employment	Annual
Pulmonary Function (PFT)	\$55.00	Pre-Employment	Annual
Respirator Fit Test (RFT)	\$30.00	Pre-Employment	Annual
TB Skin Test	\$25.00	Pre-Employment	Annual
Urinalysis Dip	\$20.00	Pre-Employment	Annual
Urinalysis Micro	\$30.00	Pre-Employment	Annual
Vision Test – Ishihara	\$35.00	Pre-Employment	Annual
Vison Test – Snellen	\$20.00	Pre-Employment	Annual
X-Ray Chest	\$60.00	Pre-Employment	Annual
X-Ray Back	\$60.00	Pre-Employment	Annual

For services not listed contact your nearest center for availability.



Occupational Health Agreement



LAB AND MEDICAL REVIEW OFFICER (MRO)

If Collection Only, please provide Lab and MRO Information:

If all services will be completed through our in-house Lab check here: Yes No

Laboratory

Lab Name _____ Phone _____

Lab Address _____ Suite _____

City _____ State _____ Zip _____ Country _____

Medical Review Officer

MRO Name _____ Phone _____

MRO Address _____ Suite _____ Secure Fax _____

City _____ State _____ Zip _____ Country _____

BILLING SERVICES

All services to be billed directly to company: Yes No (if no complete lower section)

Test(s):	Company Name:
	Address:
	Contact Person:
	Phone:
Test(s):	Company Name:
	Address:
	Contact Person:
	Phone:

Delivery of testing results, may include, drug test, physicals, etc.

Secure Email _____ @ _____

Fax () _____

Mail Address: _____

Other – Please list _____



PROTOCOL NOTES

With the capabilities to create a protocol specific to your company needs, please list any additional notes you may want to include.

AUTHORIZATION

By signing this agreement, the above stated company is responsible for charges accrued. Net payment is due 30 days from date of invoice. Accounts that become delinquent may be suspended and payment may be required at time of service after company has been notified. Payment arrangements may be set up at time of notification.

Print Name of Authorized Representative & Title

Authorized Representative Signature

Date

Urgent Team Representative Signature

Date

*Please sign and return this document to your Urgent Team Representative.
Prices may increase annually at no greater than the Consumer Price Index (CPI) for Medical Care Services*



Rutherford County Schools

Application for Campus Construction Project

Before any request for construction of proposed buildings will be forwarded to the Rutherford County School Board, the following form must be filled out in full and submitted to the Rutherford County Schools Engineering and Construction Department with a letter from the School Principal, a site plan, floor plan and elevations (if applicable), a full estimate, and schedule.

1. School Name *Smyrna High School*
2. Principal *Sherri Southerland*
3. Project Name *SHS Weight Room Expansion*
4. Assistant Principal who is overseeing the project *Billy Harris*
5. Does project support recreational sports, athletics or education? *All three*
6. Does this project meet all gender equity criteria? *Yes*
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.) *Athletics*
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate. *Attached*
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. *Funding Source - SRM Concrete - Funds are available.*
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? *SRM Concrete*
Do construction plans meet criteria for funding? *Yes*
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan *No loan*
12. Do you have a site layout showing where this project will be constructed on campus? *Yes*
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? *Yes - any conflicts are being resolved.*
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? *Yes*
15. Are plans drawn and stamped by Architect/ Engineer?
Yes

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) Plans will be submitted to Town of Smyrna Codes + State Fire Marshall
17. What is your time line for completion of project? When will it start and when will it be completed? Start August 2023 →
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. Attached
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? Dow Smith Construction



Expanded Division Report With Profit

SHS Weightroom (Design Development)
 100 Bulldog Drive
 Smyrna, TN 37167

Printed: 05/19/2023

Description	Total
01 General Conditions	
01-988.S Job Site Security	\$4,500.00
1-001.O Temporary Phone/Fax	\$2,250.00
1-003.O Project Fuel	\$4,000.00
1-006.O Tap Fees	\$66,500.00
1-007.M Plan Reproduction	\$823.13
1-010.O Dumpsters	\$12,600.00
1-012.O Grading Permit	\$500.00
1-016.O State Fire Marshal Fee	\$6,000.00
1-025.O Temporary Office	\$3,600.00
1-026.EQ Onsite Storage Container	\$3,457.13
1-035.O Temporary Toilets	\$1,350.00
1-045.O Job Signage	\$350.00
1-090.O Material Testing	\$10,000.00
1-101.S Survey	\$5,000.00
1-200.L Progressive Cleaning	\$12,253.68
1-200.M Cleaning Material	\$1,646.25
1-201.EQ Dust Protection Equipment	\$6,036.25
1-202.S Barricades	\$15,000.00
1-203.S Final Clean	\$8,040.00
1-661.O Paskr CM	\$3,000.00
1-664.L Punch List / Closeout	\$4,538.40
1-664.M Punch List / Closeout	\$2,743.75
1-900.O Contingency	\$300,000.00
1-903.O Builders Risk Insurance	\$10,000.00
1-908.O Pre-construction Services	\$95,186.70
1-909.O SWPPP/NPDES	\$3,375.00
1-911.O Safety Inspections	\$8,320.00
01 General Conditions - Subtotal	\$591,070.29
02 Site Work	
2-040.S Interior Demo Sub	\$1,876.00

Description	Total
2-210.S Sitework Sub	\$112,536.00
2-310.S Spoils Removal Sub	\$2,800.00
2-324.S Road Access Sub	\$42,500.00
2-326.S Rock Removal Sub	\$20,000.00
2-328.S Unsuit Soil Removal Sub	\$30,000.00
2-344.S Exterior Water Main Piping	\$23,705.00
2-500.S Pest Control Sub	\$808.00
2-510.S Paving Sub	\$16,509.00
2-730.S Fencing Sub	\$11,595.00
2-914.L Site Signage Labor	\$2,503.44
2-914.M Site Signage Material	\$823.13
02 Site Work - Subtotal	\$265,655.57
03 Concrete	
3-001.S Concrete Sub	\$254,489.00
3-228.S Special Finish Sub	\$20,000.00
03 Concrete - Subtotal	\$274,489.00
04 Masonry	
4-001.M Masonry Material	\$39,090.76
4-205.S Masonry Sub Labor	\$68,875.00
04 Masonry - Subtotal	\$107,965.76
05 Steel	
5-242.S Steel Lintels Sub	\$2,625.00
5-306.S Stair Railings Sub	\$9,000.00
05 Steel - Subtotal	\$11,625.00
06 Carpentry	
6-001.L Rough Carpentry Labor	\$17,472.84
6-001.M Rough Carpentry Material	\$8,166.50
06 Carpentry - Subtotal	\$25,639.34
07 Moisture & Thermal Protection	
7-002.S Caulking Sub	\$3,700.00
7-013.S Roof Penetrations Sub	\$1,500.00
7-070.S Coping & Flash. Sub	\$4,200.00
07 Moisture & Thermal Protection - Subtotal	\$9,400.00
08 Doors, Windows & Glass	
8-000.L Door Labor	\$5,737.05
8-001.M Door/Hardware Material	\$58,941.24
8-810.S Glass/Glazing Sub	\$123,995.00
08 Doors, Windows & Glass - Subtotal	\$188,673.29
09 Finishes	
9-100.S Drywall Sub	\$168,300.00
9-500.S Acoustical Ceiling Sub	\$10,195.00
9-600.S Flooring Sub	\$23,860.00
9-644.S Specialty Flooring Sub	\$109,644.13
9-835.L FRP Labor	\$226.92

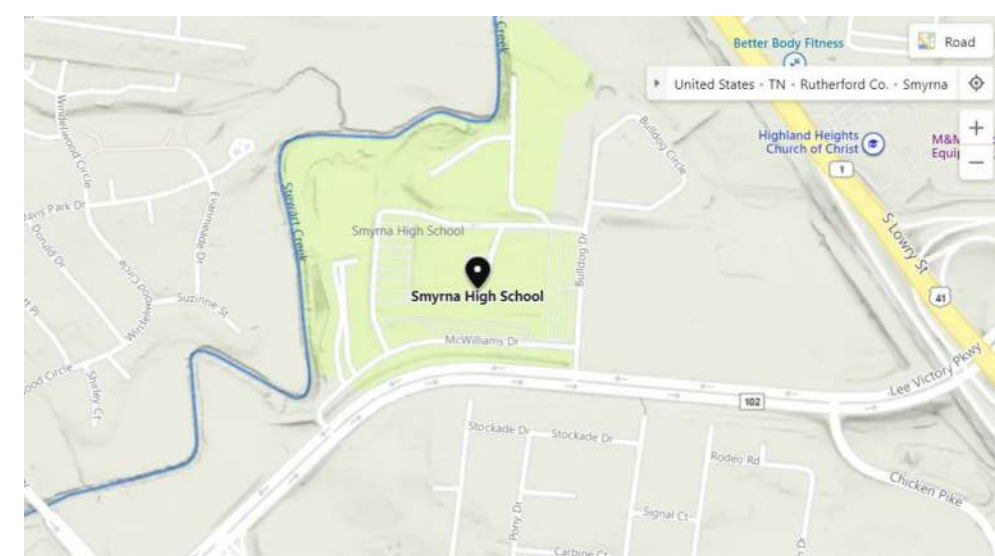
Description	Total
9-835.M FRP Material	\$164.63
9-900.S Painting Sub	\$26,700.00
09 Finishes - Subtotal	\$339,090.68
10 Specialities	
10-001.L Specialty Labor	\$7,510.32
10-063.M Toilet Access. Mat.	\$2,922.64
10-162.M Toilet Partition Materials	\$2,771.19
10-500.M Lockers/Benches Mater.	\$6,585.00
10-500.S Lockers/Benches Inst. Sub	\$3,420.00
10-522.M Fire Extinguisher Mat.	\$768.25
10-536.S Awnings Sub	\$20,000.00
10 Specialities - Subtotal	\$43,977.40
11 Equipment	
11-500.S Athletic Equipment Sub	\$70,000.00
11 Equipment - Subtotal	\$70,000.00
12 Furnishings	
12-300.S Casework Sub	\$15,060.37
12 Furnishings - Subtotal	\$15,060.37
13 Special Construction	
13-001.S Pre-Engineering Bldg Material Sub	\$477,370.00
13 Special Construction - Subtotal	\$477,370.00
15 Mechanical	
15-400.S Plumbing Sub	\$117,750.00
15-600.S HVAC Sub	\$175,952.00
15 Mechanical - Subtotal	\$293,702.00
16 Electrical	
16-100.S Electrical Sub	\$170,300.00
16-101.S Low Voltage Sub	\$3,400.00
16-299.S Electrical Miscellaneous	\$7,500.00
16 Electrical - Subtotal	\$181,200.00
17 Others	
17-001.L Supervision	\$168,238.49
17-002.L Project Management	\$144,029.78
17 Others - Subtotal	\$312,268.27
Permit	\$7,000.00
3.1E-5% Fee	\$1.00
Total	\$3,214,187.97
Cost/Sq. Foot 8,080	\$397.80

Smyrna High School

Weight Room and Field House Addition

Smyrna, Tennessee 37167

February 25, 2023



100 Bulldog Drive, Smyrna, TN 37167

William Culbertson
315 Lowry Street
Smyrna, TN 37167
Fire Chief
615-459-9735 ext. 7600
bill.culbertson@townofsmymrna.org



SCOPE OF WORK:
SMYRNA HIGH SCHOOL IS DOING AN ADDITION TO THEIR EXISTING FIELD HOUSE ADDING A WEIGHT ROOM AND ADMINISTRATIVE OFFICES FOR THE COACHES. THE PLAN ALSO INCLUDES AN AREA FOR FAMILIES TO GATHER IN THE LOBBY AREA.

Code and Building Summary

Reference Codes

State Building Codes
Building: International Building Code Amendments, 2012 Edition except chapter 11 accessibility and chapter 34, section 3441 accessibility for existing buildings

International Fire Code, 2012 Edition
International Energy Conservation Code, 2012 Edition (9500 + 300% increase for sprinkler- 38,000 square ft allowable)
Handicap: 2010ADA Standards for Accessible Design
Mechanical: International Mechanical Code Amendments, 2012 Edition
Plumbing: International Plumbing Code Amendments, 2012 Edition
International Fuel Gas Code Amendments, 2012 Edition

NFPA 101 Life Safety Code, 2012 edition
National Electric Code (NEC) 2017 edition

Local Building Codes

Building: International Building Code Amendments, 2018 Edition
International Fire Code Amendments, 2018 Edition
International Energy Conservation Code, 2018 Edition
2009 Edition ANSI/ICC A1117.1
Handicap: 2009 Edition ANSI/ICC A1117.1
Mechanical: International Mechanical Code Amendments, 2018 Edition
Plumbing: International Plumbing Code Amendments, 2018 Edition
International Fuel Gas Code Amendments, 2018 Edition

Building Code Data

Type of Construction (IBC): Type II(B)
Occupancy Classification (IBC): Educational (Group E)
Number of Stories: 2012 (2) 2018 (2)
Allowable Building Height: 2012 (55'-0") 2018 (55'-0")

Building Area Summary

Main Existing Level 6,957 Square Feet
Separate New and Existing with (2) 2 hour walls
New Addition 8,080 Square Feet
Total Square Footage 15,037 Square Feet
14,500 sq. ft. > 8,080 sq ft for new building

Allowable Building Area per Table 503: 2012 (14,500 sq. ft.)
2018 (14,500 sq. ft.)
Sprinkled- NO
CLIMATE ZONE: 4a

Fire Protection Rating Summary

Columns: 0 Hour
Floor / Ceiling: 0 Hour
Corridors: 0 Hour
Beams: 0 Hour
Roof / Ceiling: 0 Hour
Shaft Enclosures: N/A
Stair Enclosure: N/A

Project Contacts

Architect:
KCG Architecture
Kevin C. Goins Architect
332 Azalea Drive
Panama City Beach, Florida 32413
Phone: 423-509-1681
Email: kevin@kevincgoins.com

Mechanical/ Plumbing Electrical:
Harpeth Park Engineering LLC
Chris Gresham Plumbing/ Mechanical
Tyler Ball- Electrical
Franklin, Tennessee
Phone: 615-814-6001
Email: info@harpethpark.engineering

Civil:
Huddleston-Steel Engineering, INC.
Manly Thweatt, P.E.
215 N.W. Broad Street
Murfreesboro, TN 37129
Phone: 615-893-4084
Email: mthweatt@hsengr.com

Structural:
Elrod Engineering LLC
871 Seven Oaks Blvd
Suite 220
Smyrna, TN 37167
Phone: 615-890-9405
Email: jrudd@elroddl.com

Parking Summary

Existing Parking:
New Parking
Existing HC Parking Space
New HC Parking Space
Total Spaces:

Standard Abbreviations and Symbols

∠ ANGLE	AFF - ABOVE FINISHED FLOOR	FOS - FACE OF STUD	PT - PRESSURE TREATED
⊕ CENTERLINE	CJ - CONTROL JOINT	FTG - FOOTING	PTD - PAINTED
⊔ CHANNEL	CMU - CONCRETE MASONRY UNIT	GA - GAUGE	R - RADIUS
⊥ PERPENDICULAR	COL - COLUMN	GALV - GALVANIZED	REBAR - REINFORCEMENT STEEL BAR
d PENNY	CONC - CONCRETE	GC - GENERAL CONTRACTOR	RD - ROOF DRAIN
⊘ PLATE	CONT - CONTINUOUS	GYP BD - GYPSUM WALLBOARD	RM - ROOM
∅ DIAMETER	DBL - DOUBLE	HC - HANDICAP	SIM - SIMILAR
	DIA - DIAMETER	HDW - HARDWARE	SPEC - PROJECT SPECIFICATIONS
	DIM - DIMENSION	HM - HOLLOW METAL	SS - STAINLESS STEEL
	DF - DRINKING FOUNTAIN	HW - HOLLOW WOOD	T&G - TONGUE AND GROOVE
	DS - DOWN SPOUT	MIN - MINIMUM	TOM - TOP OF MASONRY
	DWG - DRAWING	MO - MASONRY OPENING	TOS - TOP OF STEEL
	EW - EACH WAY	MTL - METAL	TYP - TYPICAL
	EMC - ELECTRIC WATER COOLER	NIC - NOT IN CONTRACT	VOJ - VERIFY ON JOB
	EXT - EXTERIOR	NTS - NOT TO SCALE	WWF - WELDED WIRE FABRIC
	FD - FLOOR DRAIN	OC - ON CENTER	WD - WOOD
	FE - FIRE EXTINGUISHER	OPG - OPENING	
	FFE - FINISHED FLOOR ELEVATION		

PARTITION SYMBOLS-PLAN

	EXISTING WALL TO REMAIN
	EXISTING WALL TO BE REMOVED
	NEW WALL - SEE WALL TYPE SCHEDULE FOR CONSTRUCTION

MATERIAL DESIGNATIONS

	EARTH
	POROUS FILL
	BRICK
	CONCRETE MASONRY UNIT (CMU)
	PLYWOOD
	ROUGH WOOD
	FINISHED WOOD
	INSULATION - RIGID
	INSULATION - BATT/BLOWN
	METAL - LARGE SCALE
	METAL - SMALL SCALE
	CONCRETE

GRAPHIC SYMBOLS

	REVISION
	WINDOW TYPE
	DOOR NUMBER
	WALL TYPE
	HALL
	ROOM NAME
	ROOM NUMBER
	COLUMN REFERENCE GRID
	ELEVATION FROM FINISHED FLOOR
	NEW CONTOURS
	EXISTING CONTOURS
	ELEVATION
	WALL/BUILDING SECTION
	DETAIL INDICATION
	INTERIOR ELEVATION DETAILS
	DETAIL INDICATION
	DETAIL AREA OUTLINE

Drawing Index

DRAWING NUMBER	DRAWING SHEET TITLE	DRAWING ISSUED DATE	DRAWING REVISION DATE
C1.0	EXISTING CONDITIONS		
C2.0	SITE PLAN		
C2.1	TRUCK TEMPLATE		
C3.0	UTILITY PLAN		
C4.0	GRADING AND DRAINAGE PLAN		
C4.1	INTERMEDIATE EROSION CONTROL PLAN		
L1.0	LANDSCAPE PLAN		
L1.1	LANDSCAPE DETAILS		
A COVER SHEET	COVER SHEET		
A0-1	LIFE SAFETY PLAN		
A0-2	HANDICAP CODE SHEET		
A0-2.1	UL LISTING INFORMATION		
A0-3/A0-11	SPECIFICATIONS/ CHECKOFF		
A1-0	FLOOR PLAN/ ROOF PLAN		
A2-1	BUILDING ELEVATIONS		
A3-1	BUILDING SECTIONS		
A3-2	WALL SECTIONS		
A3-3	WALL SECTIONS		
A4-1	REFLECTED CEILING PLAN		
A5-1	DOOR SCHEDULE/ WINDOW		
A6-1/A6-2	FINISH SCHEDULE		
S-1	FOUNDATION PLAN		
S-2	FRAMING PLAN		
M1-0	MECHANICAL SCHEDULES		
M1-1	MECHANICAL SPECIFICATIONS		
M2-0	MECHANICAL FLOOR PLAN- PART A		
M2-1	MECHANICAL FLOOR PLAN- PART B		
P1-0	PLUMBING SCHEDULES AND DETAILS		
P1-1	PLUMBING SPECIFICATIONS		
P2-0	PLUMBING WASTE/ VENT PLANS		
P2-1	PLUMBING WATER PLANS		
P2-2	PLUMBING GAS PIPING PLANS		
E0-0	ELECTRICAL SHT INDEX, DETAILS, LEGEND, ENERGY COMPL		
E1-0	LIGHTING FLOOR PLAN		
E2-0	ELECTRICAL POWER AND SYSTEM PLAN		
E3-0	MECHANICAL EQUIPMENT CONNECTION PLAN		
E4-0	FIRE ALARM PLAN		
E6-0	ELECTRICAL POWER DISTRIBUTION DIAGRAM/ PANELS		
FPS-0	FIRE PROTECTION PLAN- FLOOR PLAN/ DETAILS		
FPS-0	FIRE PROTECTION PLAN- ROOF PLAN/ DETAILS		
FPS-0	FIRE PROTECTION PLAN- ROOF PLAN/ DETAILS		

General Project Notes

- ALL DIMENSIONS, ELEVATIONS AND CONDITIONS INDICATED ON THE DRAWINGS ARE TO BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO FABRICATION OF ANY MATERIAL OR BEGINNING CONSTRUCTION IN ANY AREA. ANY DISCREPANCIES IN ACTUAL DIMENSIONS OR CONDITIONS ARE TO BE CALLED TO THE ARCHITECT'S OR OWNER'S ATTENTION FOR RESOLUTION WITH WORK.
- THE DRAWINGS ARE NOT TO BE SCALED FOR OBTAINING DIMENSIONAL INFORMATION.
- ALL RATED WALLS SHALL EXTEND TO DECK OR STRUCTURE ABOVE THE WALL. INSTALLATION OF THE WALLS SHALL CONFORM TO LOCAL CODES GOVERNING CONSTRUCTION OF FIRE-RATED CONSTRUCTION.
- ALL DIMENSIONS ARE TO FACE OF STUDS..



1

2

3

4

FIRE EXTINGUISHER NOTES

- EXTINGUISHER LEGEND:
WARNING KITCHEN: 40-BC EXTINGUISHER (NOT APPLICABLE)
- EXTINGUISHERS MUST BE LOCATED, INSTALLED, SIZED AND MAINTAINED ACCORDING TO NFPA 10.
- EXTINGUISHERS (LESS THAN 40 LBS) MUST BE INSTALLED SO THAT THE HANDLE OF THE EXTINGUISHER IS NOT MORE THAN 60" ABOVE THE FLOOR.
- EXTINGUISHERS (OVER 40 LBS) MUST BE INSTALLED SO THAT THE TOP OF THE EXTINGUISHER HANDLE IS NOT MORE THAN 42" ABOVE THE FLOOR.
- THERE MUST BE A CLEARANCE OF AT LEAST 4" BETWEEN THE BOTTOM OF THE EXTINGUISHER AND THE FLOOR.
- ALL EXTINGUISHERS MUST BE PLACED FACING OUTWARD AND BE PROVIDED WITH SIGNAGE THAT CAN BE READ FROM 25 FEET AWAY.
- LOOKED OR BREAK-GLASS TYPE CABINETS ARE NOT ACCEPTABLE. CABINET DOOR SHALL CLOSE WITH A CATCH OR LATCH MECHANISM. (NFPA-10)

CONTRACTOR SHALL PERMANENTLY IDENTIFY ALL FIRE-RESISTANCE-RATED WALLS (AND CORRESPONDING FIRE-RESISTANCE RATING) INCLUDING FIRE BARRIER WALLS, SMOKE BARRIER WALLS, FIRE PARTITIONS, FIRE WALLS AND SHAFT ENCLOSURES EITHER BY INSTALLING SIGNS OR BY STENCILING IN CONCEALED SPACES THE FOLLOWING: "ONE HOUR FIRE WALL" OR "SMOKE BARRIER WALL" (AS APPROPRIATE) AND "PROTECT ALL OPENINGS." THIS IDENTIFICATION SHALL BE SPACED NO MORE THAN 12 FEET ON CENTER WITH 2" HIGH LETTERS ON CONTRASTING BACKGROUND.

INSULATING MATERIALS INSTALLED IN BUILDINGS OF ANY TYPE OF CONSTRUCTION SHALL HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 450 AS DETERMINED IN ACCORDANCE WITH ASTM E 84 AND IN COMPLIANCE WITH SBC (IBC) SECTIONS 718.1, 718.2 AND 718.3. EXCEPTION: FLAME SPREAD AND SMOKE DEVELOPED INDEXES DO NOT APPLY TO FACINGS, COVERINGS AND LAYERS OF REFLECTIVE FOIL INSULATION INSTALLED IN CONCEALED SPACES AND IN DIRECT CONTACT WITH THE UNEXPOSED SURFACE OF THE CEILING, WALL OR FLOOR FINISH FOR BUILDINGS OF TYPE III, IV, OR V CONSTRUCTION (IBC SECTION 718).

SYMBOLS KEY

- FIRE EXTINGUISHER CABINET
- FIRE EXTINGUISHER
- SINGLE FACED EXIT SIGN
- DOUBLE FACED EXIT SIGN
- HEAT DETECTOR
- SMOKE DETECTOR
- FIRE ALARM VISUAL - LIGHT ONLY
- FIRE ALARM CHIME WITH LIGHT
- FIRE ALARM MANUAL PULL STATION
- FIRE ALARM HORN WITH LIGHT
- FIRE ALARM ANNUCIATOR
- FIRE ALARM CONTROL PANEL
- CARD READER
- REMOTE GENERATOR ANNUCIATOR

LIFE SAFETY LEGEND

- FDC FIRE DEPARTMENT CONNECTION
- FEC FIRE EXTINGUISHER (IN RECESSED WALL CABINET)
- EXIT
- ILLUMINATED EXIT SIGN
- PATH OF EGRESS

WALL LEGEND

- NON RATED PARTITION
- 1 HR RATED WALL
- SMOKE RATED WALL
- 2 HR RATED WALL
- *SEE G001 FOR WALL TYPES

GENERAL NOTES

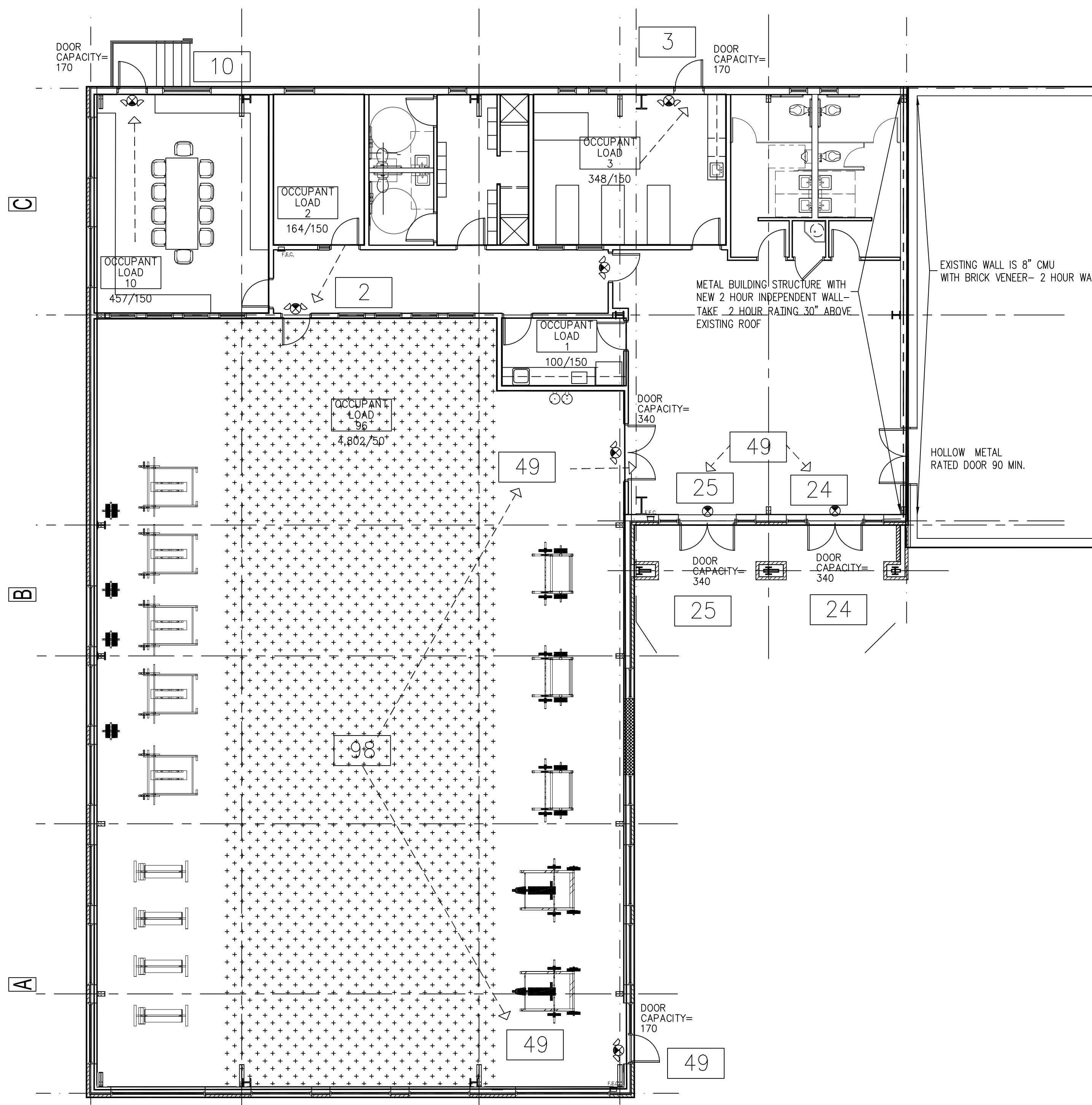
- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL SUPERSEDE ALL SCALED DIMENSIONS.
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO BEGINNING DEMOLITION AND/OR CONSTRUCTION.
- ALL DIMENSIONS ARE FACE OF STUD TO FACE OF STUD
- IF ANY CONFLICT IS FOUND WITHIN THE DRAWINGS AND/OR SPECIFICATIONS, OR BETWEEN THE DRAWINGS AND/OR SPECIFICATIONS AND THE EXISTING CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING.
- CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL REQ'D. CONDUITS, POWER SUPPLIES, ETC., WITH OWNER FURNISHED SOUND SYSTEMS.
- ALL PIPING OCCURRING BETWEEN STUDS IN WALLS SHALL BE CONCEALED BETWEEN GYPSOBOARD FINISH SURFACE. WHERE PIPING IS TOO LARGE, WALLS SHALL BE FURRED OUT TO THE MINIMUM SIZES REQ'D. TO CONCEAL PIPING.
- WHERE NECESSARY, PROVIDE CHASES FOR MECHANICAL DUCTWORK. REFER TO MECHANICAL DWGS. FOR DUCT SIZING. CHASES SHALL BE THE MINIMUM SIZE REQ'D. TO CONCEAL DUCTWORK AND SHALL PROVIDE FIRE RATINGS AS REQ'D. BY THE CODE HAVING JURISDICTION.
- ELECTRICAL PANELS, FIRE EXTINGUISHER CABINETS, ETC. LOCATED IN FIRE RATED PARTITIONS SHALL BE WRAPPED WITH DRYWALL, OR OTHER MEANS, AS REQ'D., TO MAINTAIN FIRE RATINGS. WHERE FIRE EXTINGUISHER CABINETS OCCUR IN RATED WALL, PROVIDE RATED CABINET.
- ALL WORK SHALL CONFORM TO THE CODES AND/OR REGULATIONS OF THE AGENCIES HAVING JURISDICTION IN THE LOCALE OF THE PROJECT.
- CONTRACTOR TO PROTECT EXISTING STRUCTURE AS REQUIRED. KEEP EXISTING EXITS CLEAR OF ANY OBSTRUCTION FOR EGRESS. KEEP EXIST. FACILITY CLEAR OF DUST AND PATCH AND REPAIR AS REQ'D.
- ALL OPENINGS SHALL HAVE DOUBLE STUDS AT JAMBS.
- ALL SIGNAGE, INTERIOR & EXTERIOR, SHALL BE PROVIDED IN ACCORDANCE WITH LOCAL GOVERNING AUTHORITY.
- ALL COORIDORS/FOYER AREAS, TO HAVE SMOKE RATED WALLS. STAIRS AND ELEVATOR TO HAVE A RATED DRYWALL ENCLOSURE WITH 1 HOUR ASSEMBLIES AS REQUIRED TO MAINTAIN FIRE RATING.
- TERMITE TREATMENT BEFORE, DURING AND AFTER CONSTRUCTION SHALL BE AS REQUIRED BY CODE.
- STENCIL RATED PARTITIONS AND SMOKE PARTITIONS ABOVE CEILING AS REQUIRED BY LOCAL CODES.

OCCUPANT LOAD FACTORS
IBC SECTION 1004 TABLE 1004.5

FUNCTION OF SPACE	FLOOR AREA IN SQ. FT. PER OCCUPANT
EXERCISE AREAS	150 GROSS
MECHANICAL/STORAGE/KITCHEN	300 GROSS
BUSINESS AREAS	150 GROSS

CAPACITY FACTORS
BASED ON IBC SECTION 1005.3.2

STAIRWAYS	LEVEL COMPONENTS & RAMPS
0.3	0.2



EXISTING BUILDING IS CONCRETE BLOCK WITH BRICK AND BAR JOIST FOR NON COMBUSTIBLE CONSTRUCTION

EXISTING WALL IS 8" CMU WITH BRICK VENEER- 2 HOUR WALL

METAL BUILDING STRUCTURE WITH NEW 2 HOUR INDEPENDENT WALL-TAKE 2 HOUR RATING 30" ABOVE EXISTING ROOF

HOLLOW METAL RATED DOOR 90 MIN.

CODE SUMMARY

State Building Codes
Building: International Building Code Amendments, 2012 Edition except chapter 11 accessibility and chapter 34, section 3441 accessibility for existing buildings
International Fire Code, 2012 Edition
International Energy Conservation Code, 2012 Edition
Handicap: 2010 ADA Standards for Accessible Design
Mechanical: International Mechanical Code Amendments, 2012 Edition
Plumbing: International Plumbing Code Amendments, 2012 Edition
International Fuel Gas Code Amendments, 2012 Edition
NFPA 101 Life Safety Code, 2012 edition
National Electric Code (NEC) 2017 edition

STATE OF TENNESSEE
REVIEW BY CITY OF SMYRNA

SMYRNA, TENNESSEE	
INTERNATIONAL BUILDING CODE	2018
INTERNATIONAL MECHANICAL CODE	2018
INTERNATIONAL PLUMBING CODE	2018
INTERNATIONAL FUEL GAS CODE	2018
INTERNATIONAL FIRE CODE	2018
INTERNATIONAL ENERGY CONSERVATION CODE	2018
ANSI A117.A ACCESSIBILITY AND USABILITY CODE	2009

BUILDING DATA

Project Area: 8,080 total square feet (NEW) 6,957 EXISTING-15,037 total
Number of Stories: One
Actual Building Height: 29'-11"
Peak of Roof (highest point): 39'-1"
Sprinklered: No
Construction Type IIB Chapter V Table 503
Allowable Square Footage: 14,500 square feet 2012 2018 IBC 14,500 SQ. FT.
Allowable Height: 55 feet > 29'-11" sloped
Allowable Number of Stories: 2- Building is 1 story
Occupancy Group: EDUCATION
Chapter 3 Use and Occupancy Classification
TABLE 1016.2 MAX TRAVEL DISTANCE 200'-0" NOT SPRINKLERED
8,080 new < 14,500 sq. ft. 2012 IBC < 14,500 sq. ft. 2018 IBC
6,957 existing-Separated by (2) 2 hour walls-not sprinklered
602.5 Type IIB construction is that type of construction in which the structural elements, building elements listed in Table 601 are of non combustible material, except as permitted in Section 603 and elsewhere in the code
Table 601 Type IIB all structural elements require 0 hour rating.
707.3.10 Fire Areas- 2 hour separation required for Education

ARCHITECT/ ENGINEER DATA

List of Architects and Engineers:
Architect: Firm: Kevin C. Goins, Architect Name: Kevin C. Goins, AIA License # 102812 423-509-1681 kevin@kevingoins.com

LIFE SAFETY SYSTEM REQUIREMENTS:
THIS BUILDING CONTAINS EMERGENCY LIGHTING, EXIT SIGNS, FIRE ALARM, SMOKE DETECTION SYSTEMS, AND PANIC HARDWARE

ZONING SUMMARY

ADDRESS: 100 Bulldog Drive
Smyrna, TENNESSEE

COUNTY: Rutherford

SITE ZONING: Zoned R-4

BUILDING LOCATION

Project Title: Smyrna High School- Weight Room and Field House Addition
Project Address: 100 Bulldog Drive, Smyrna TN, 37167
Description of Work: WEIGHT ROOM/ EDUCATION

1 LIFE SAFETY PLAN
1/8" = 1'-0"

1

2

3

4



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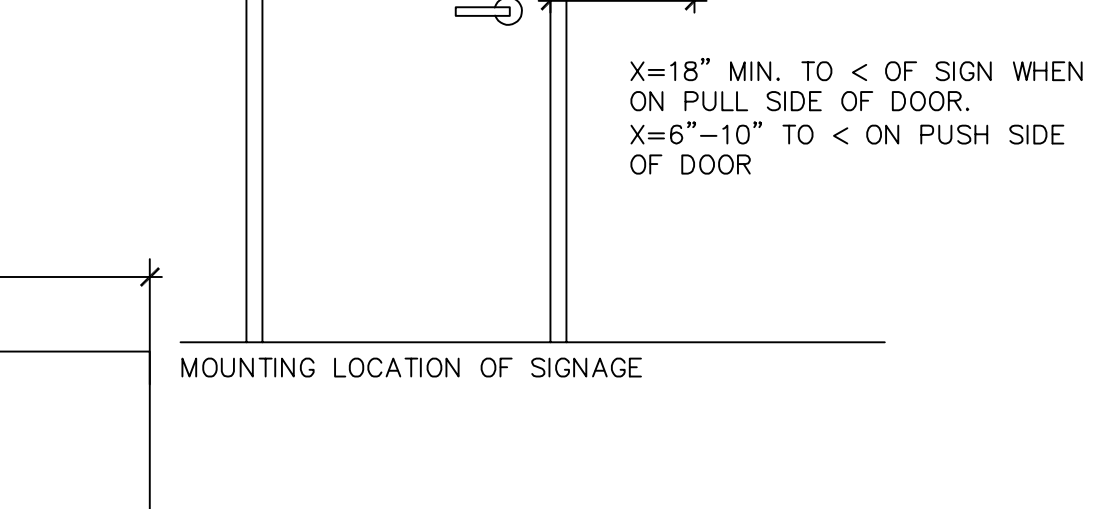
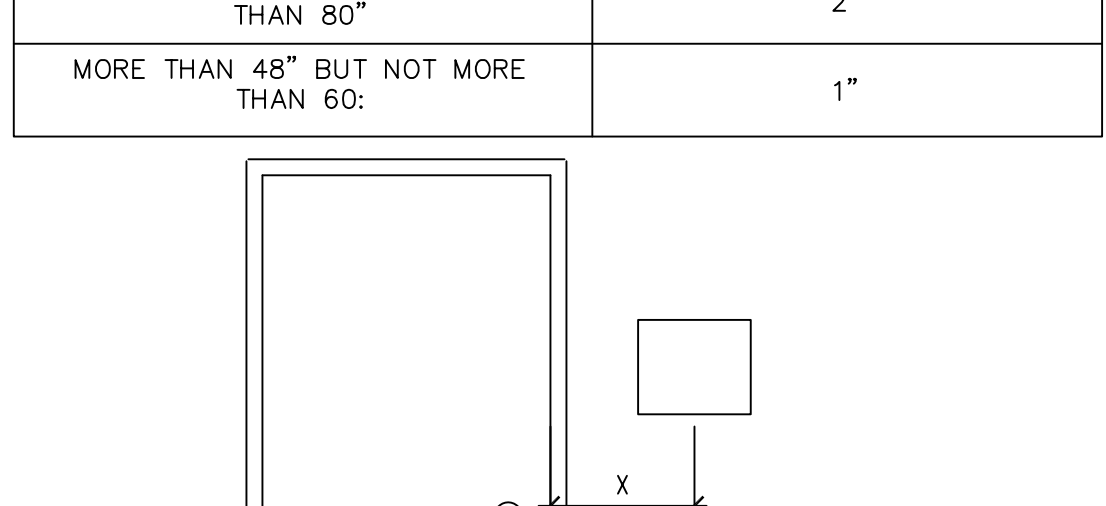
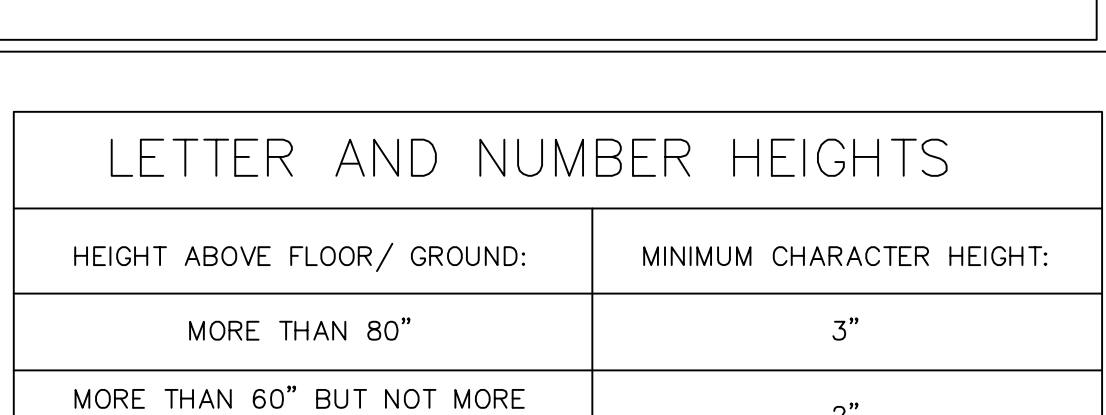
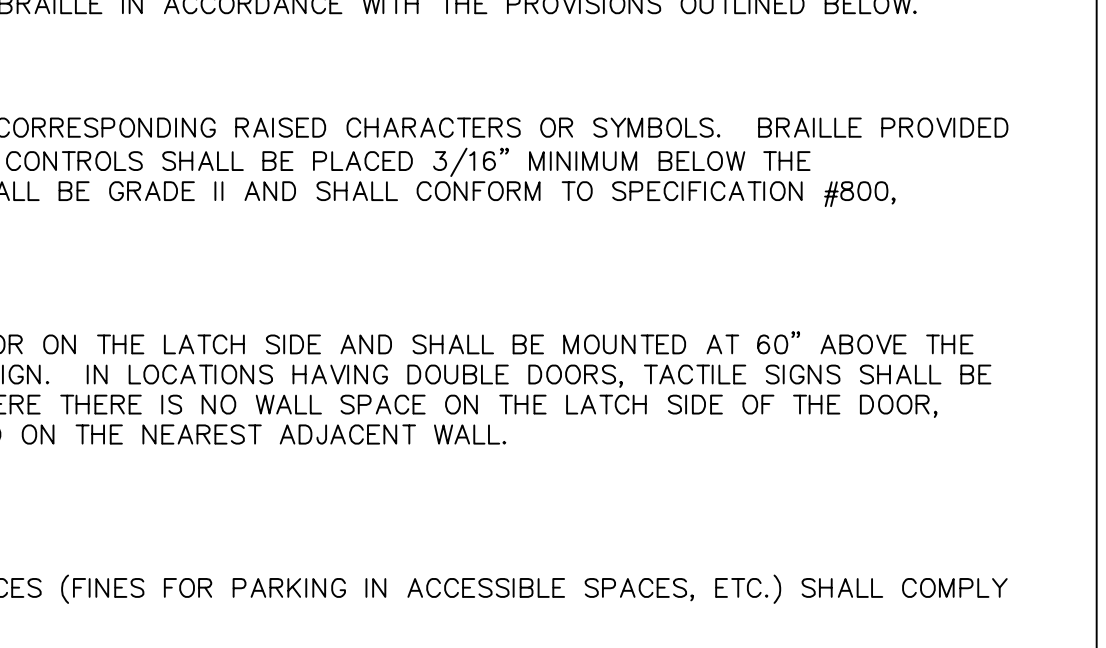
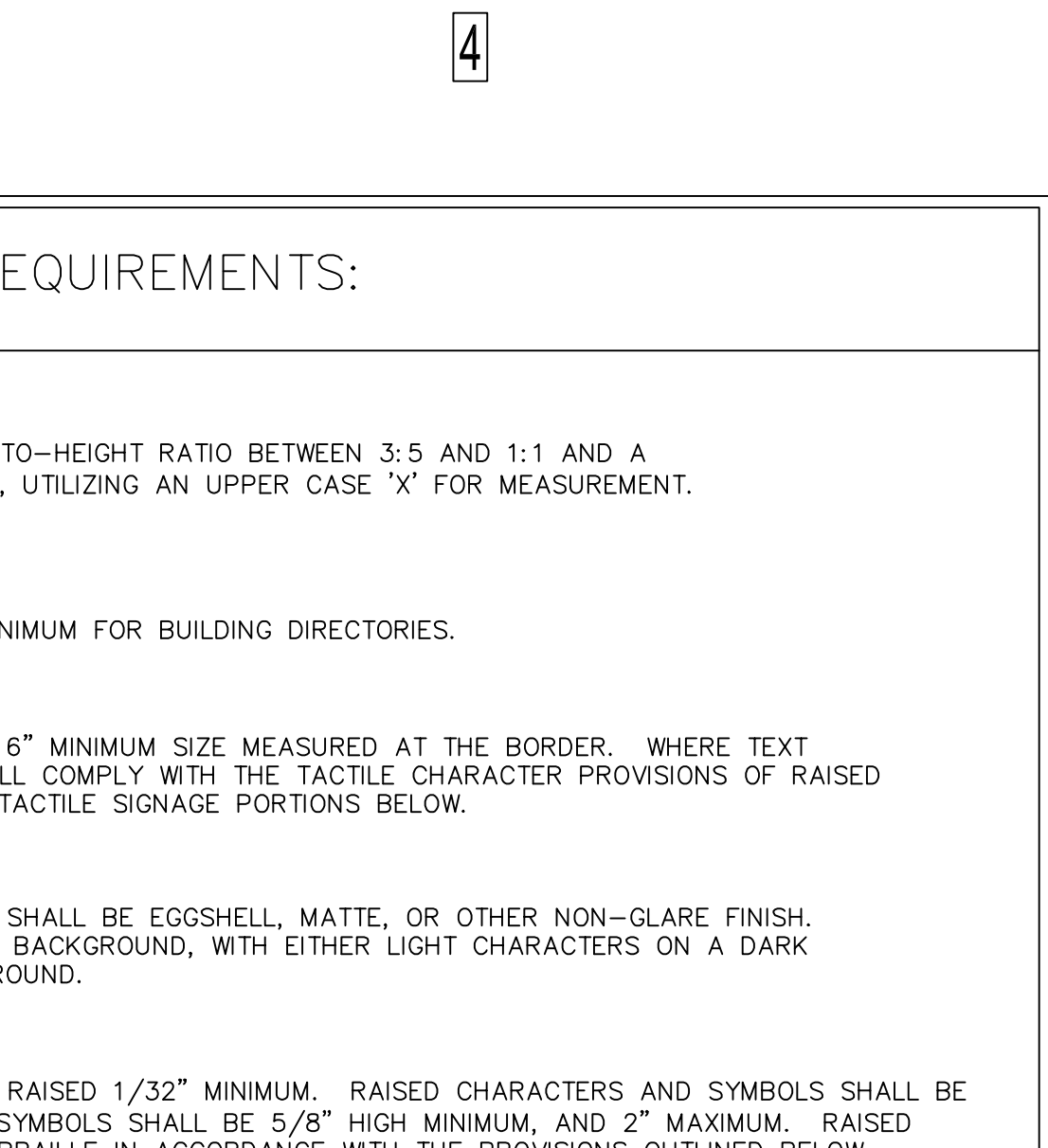
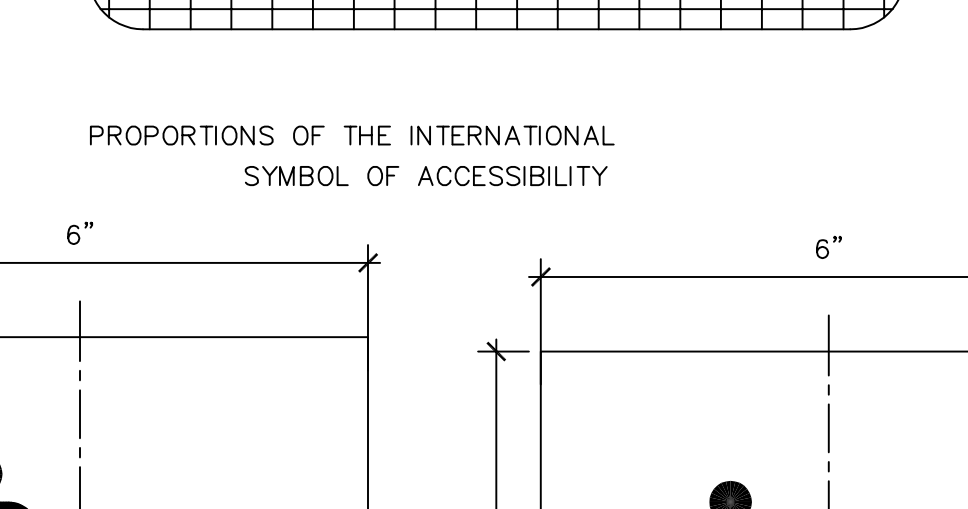
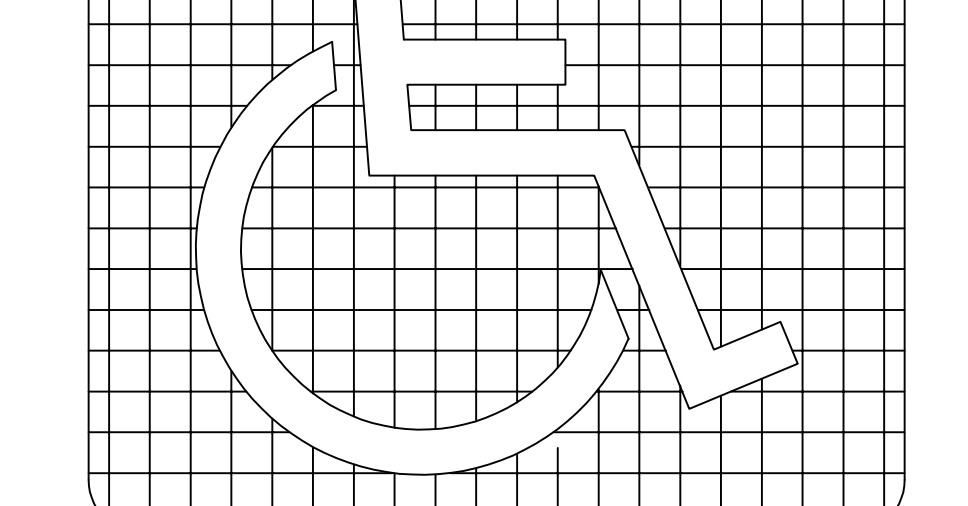
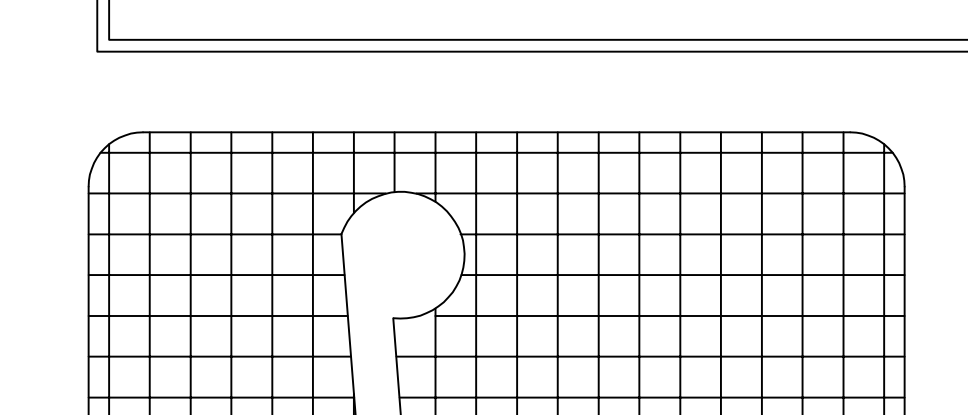
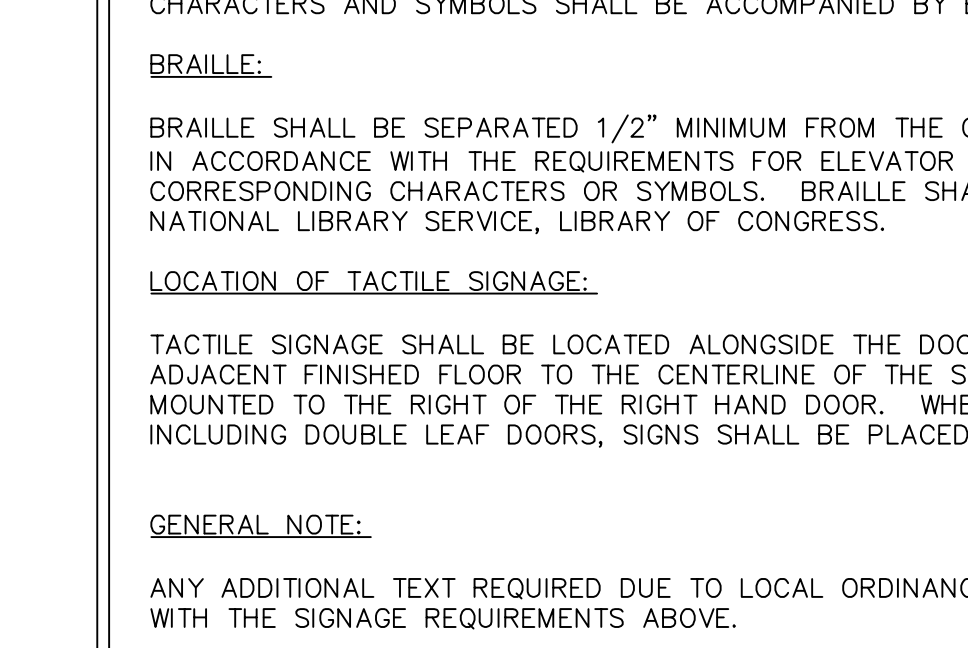
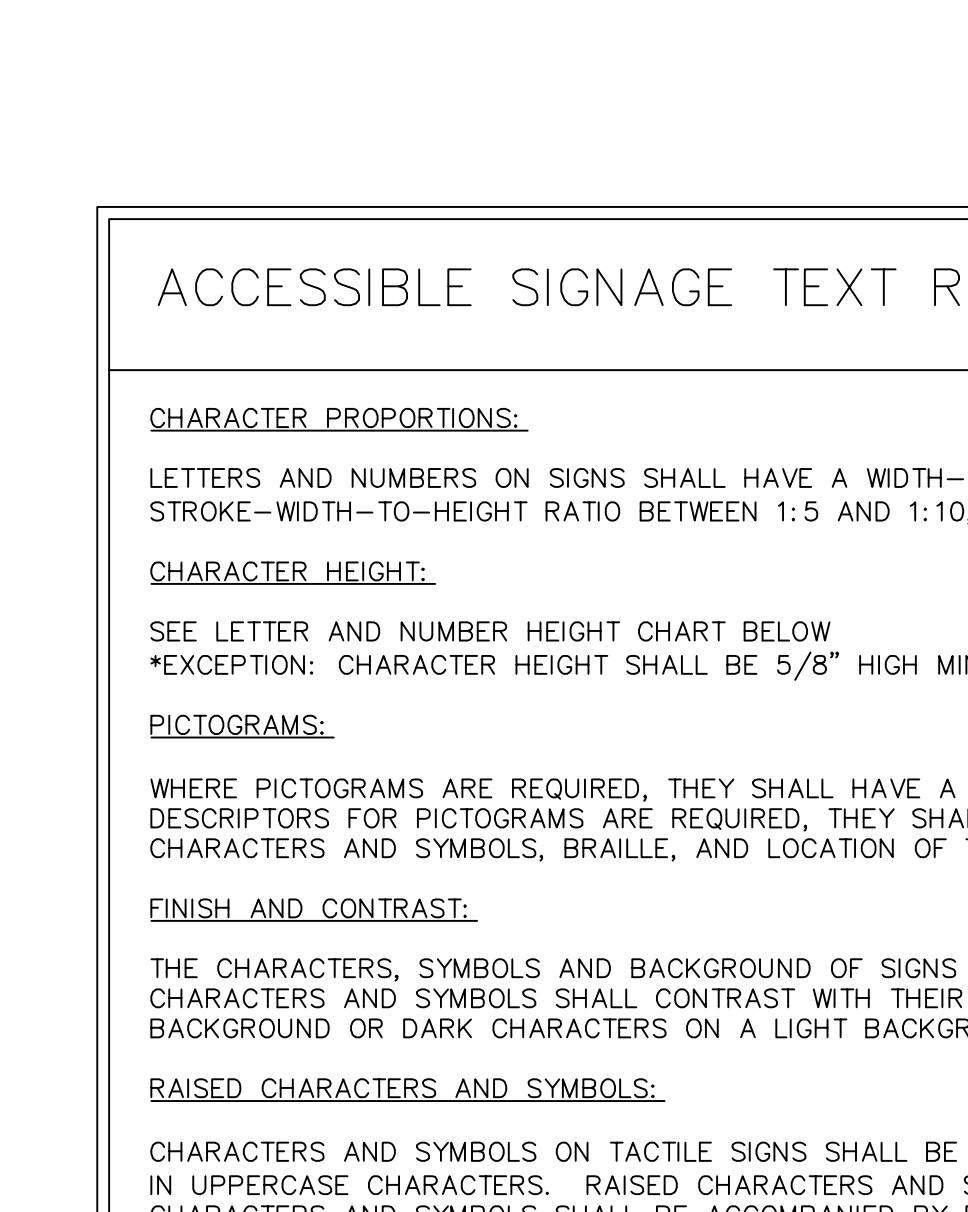
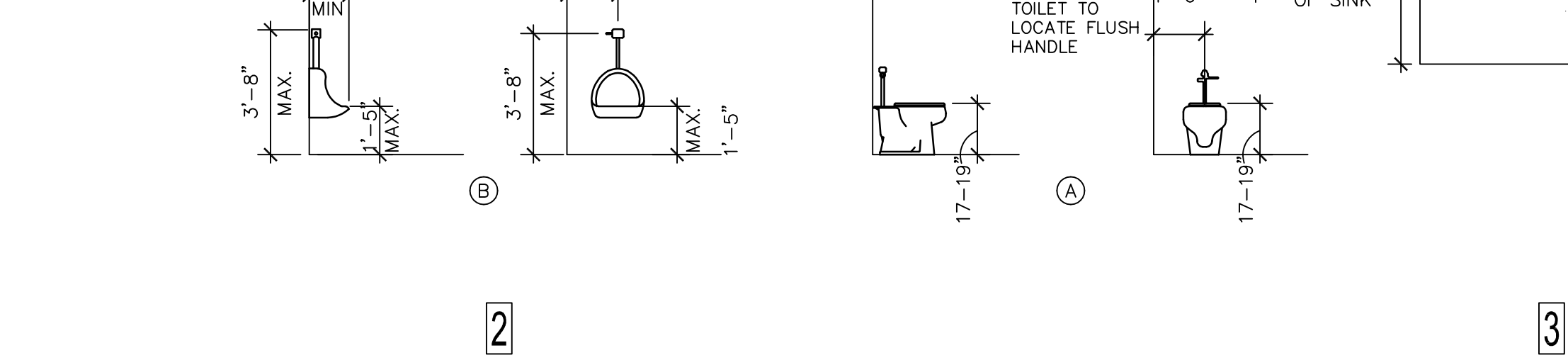
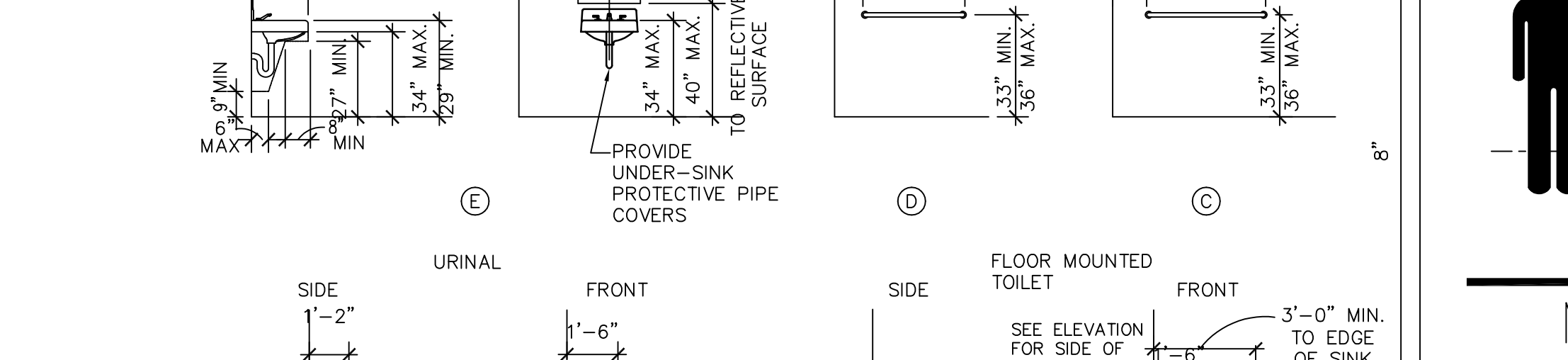
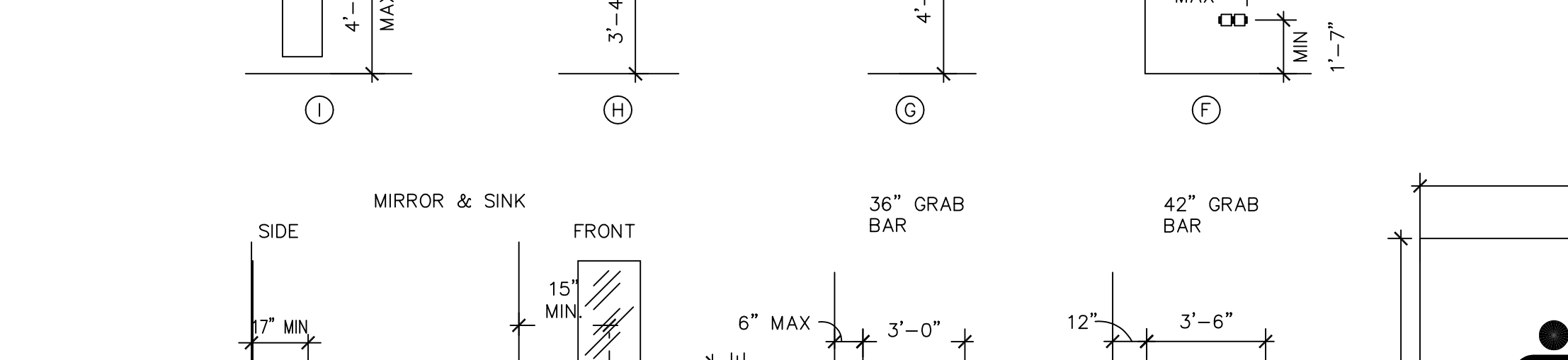
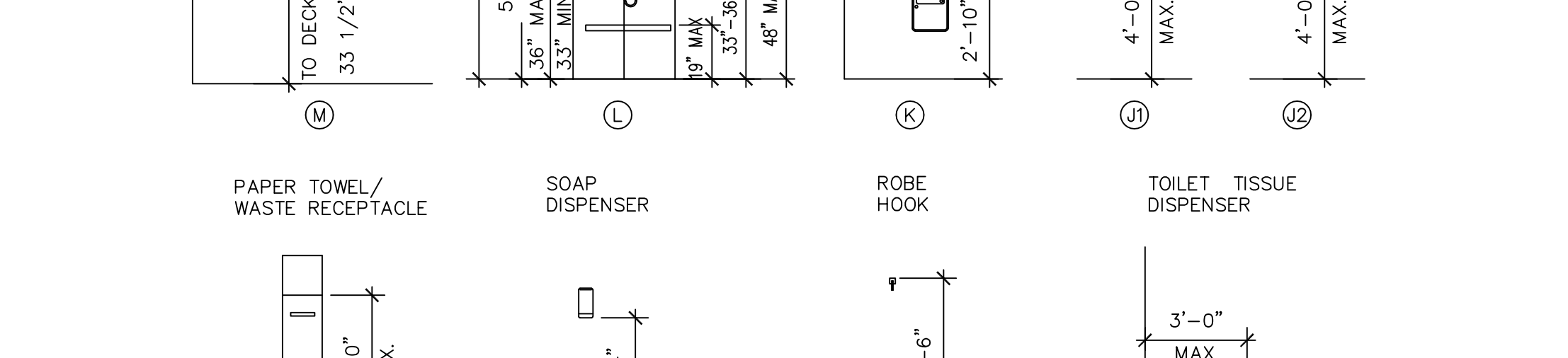
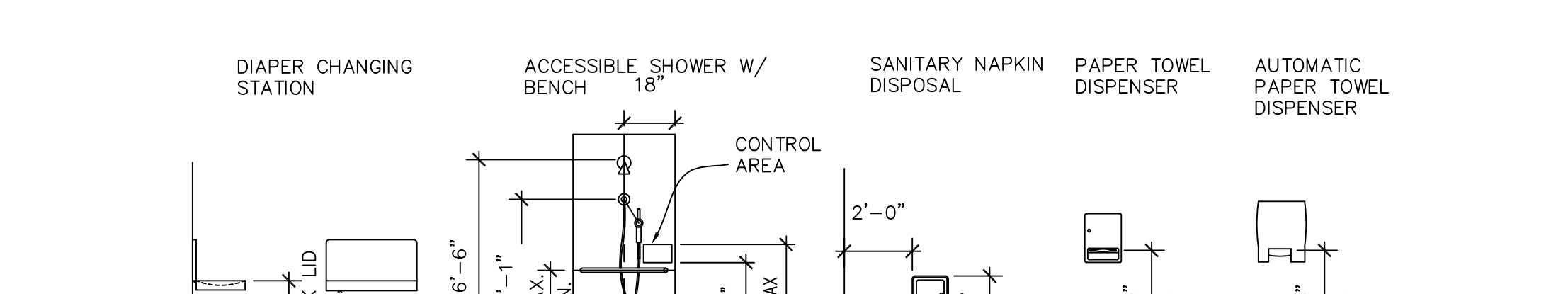
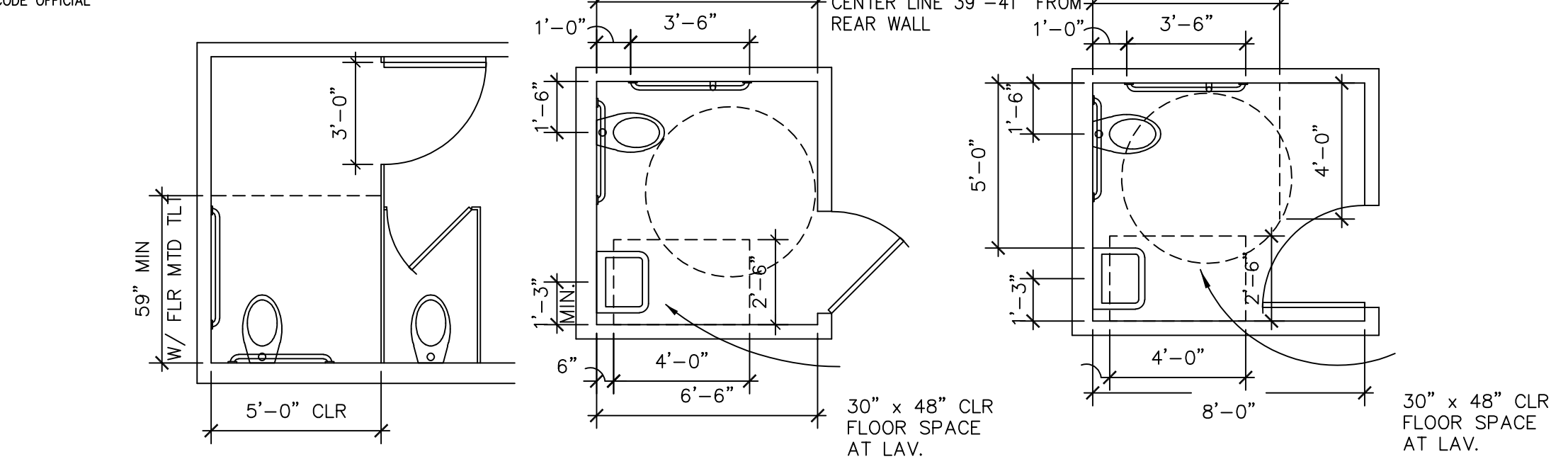
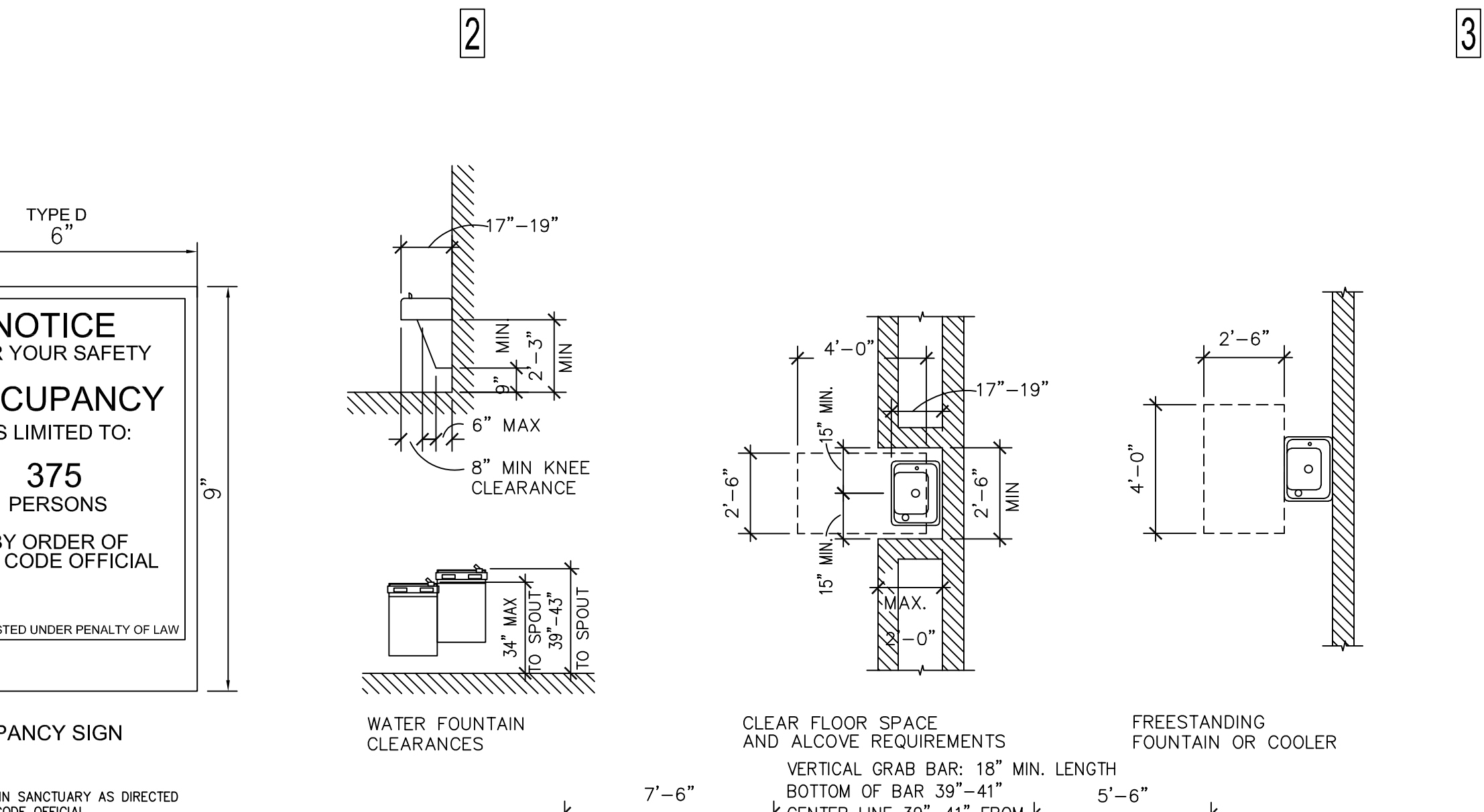
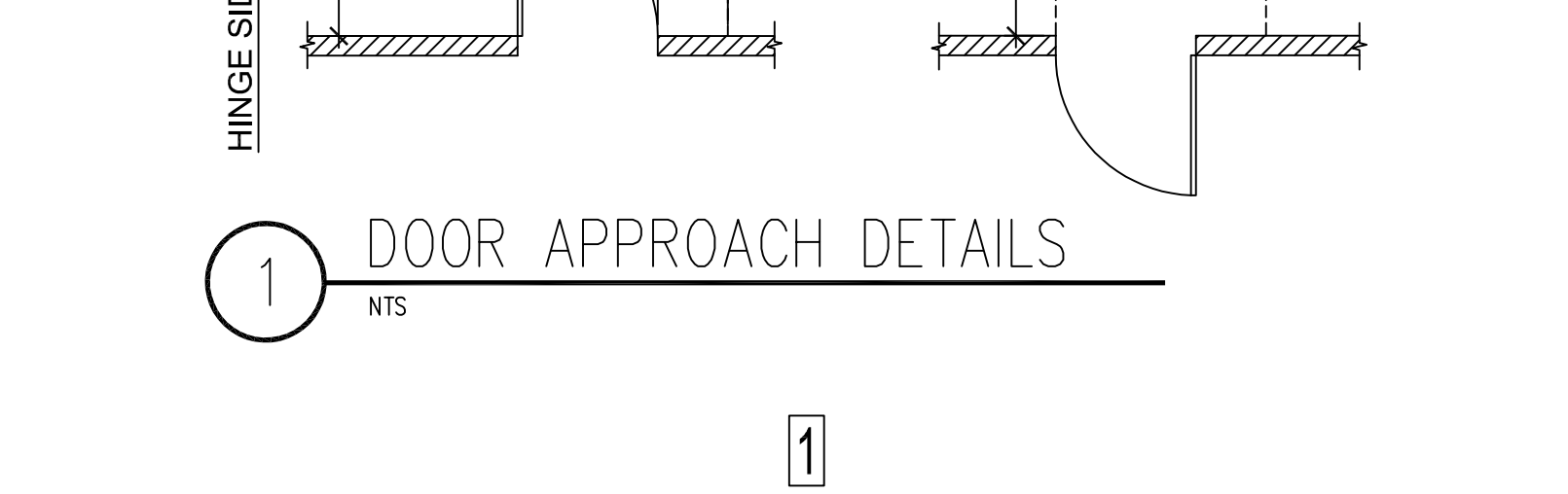
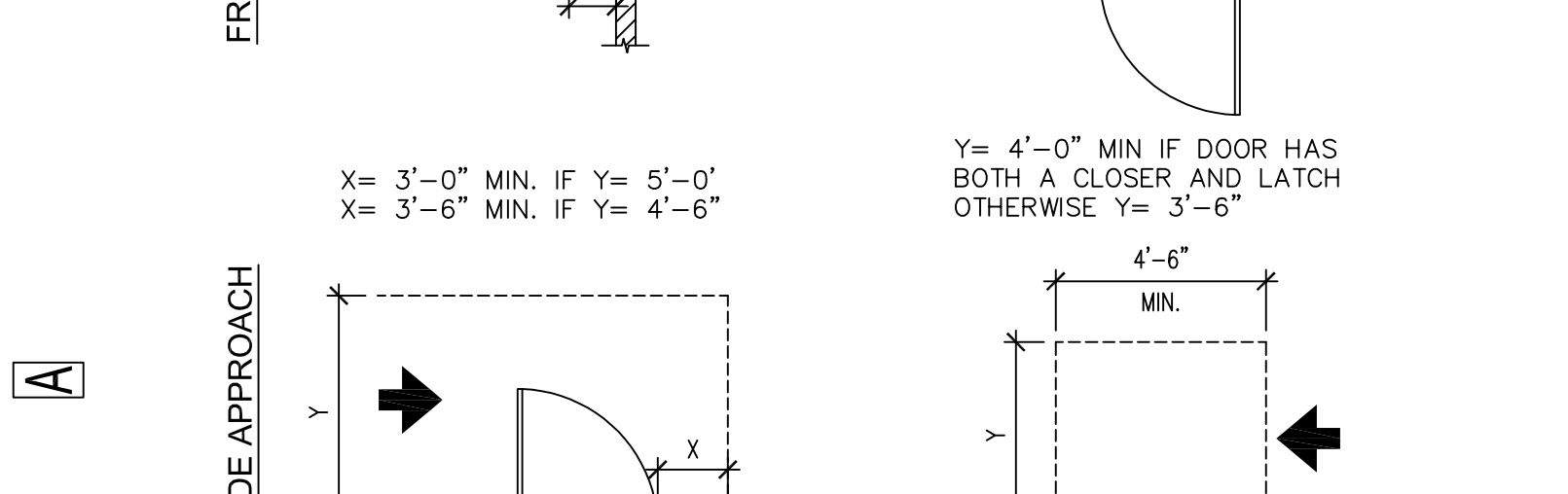
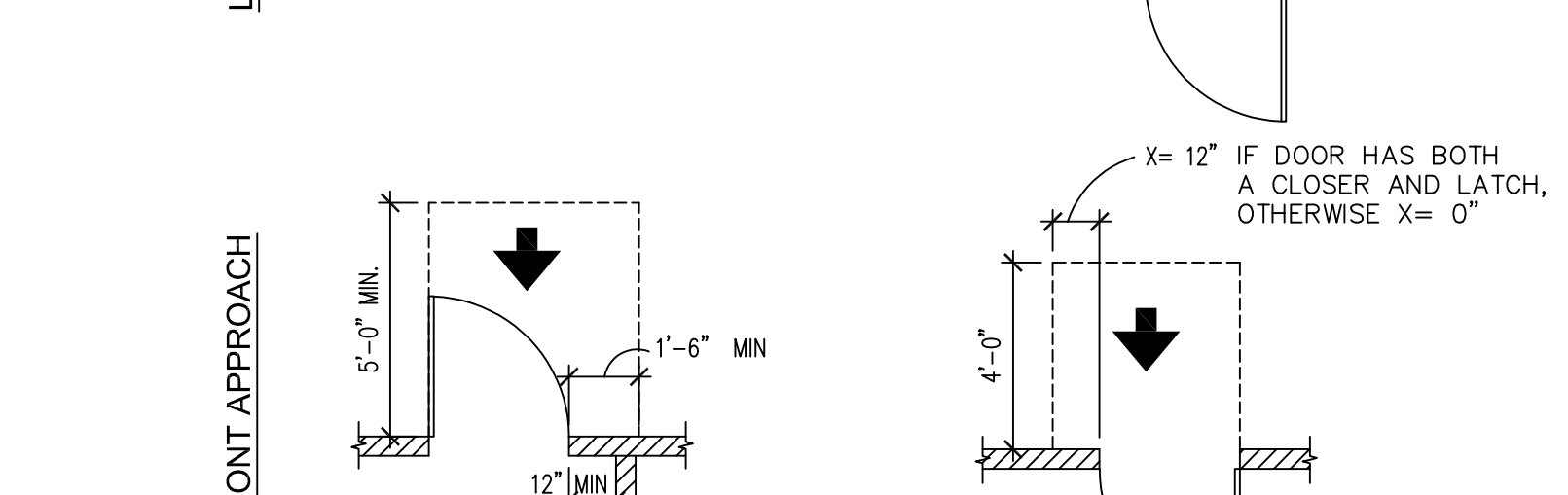
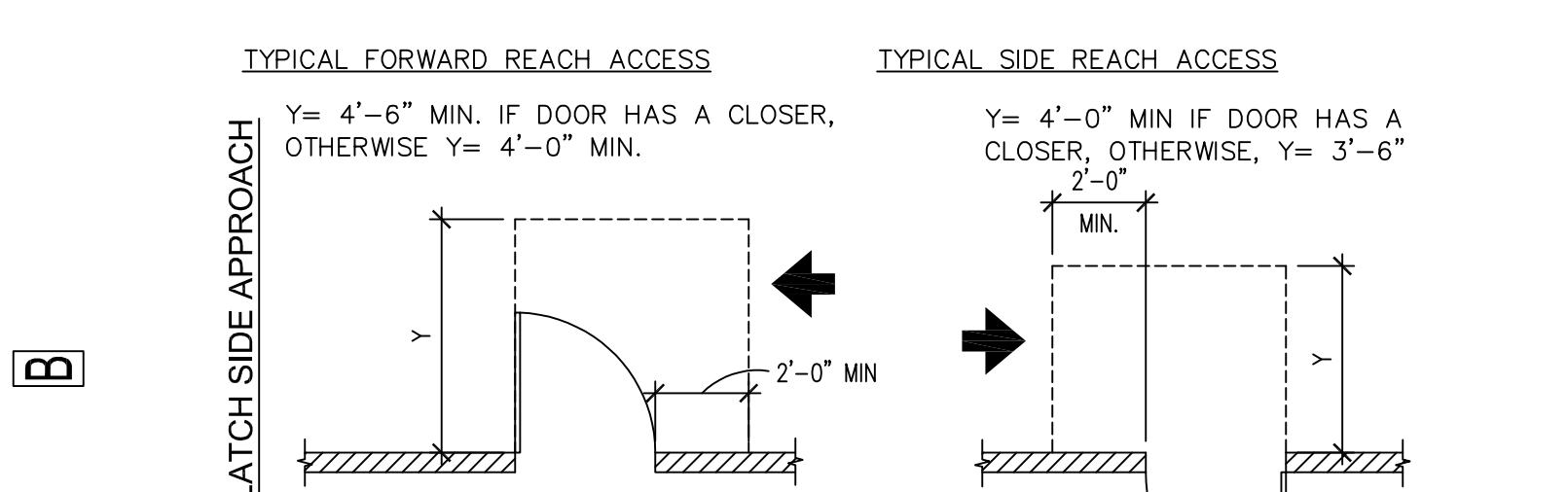
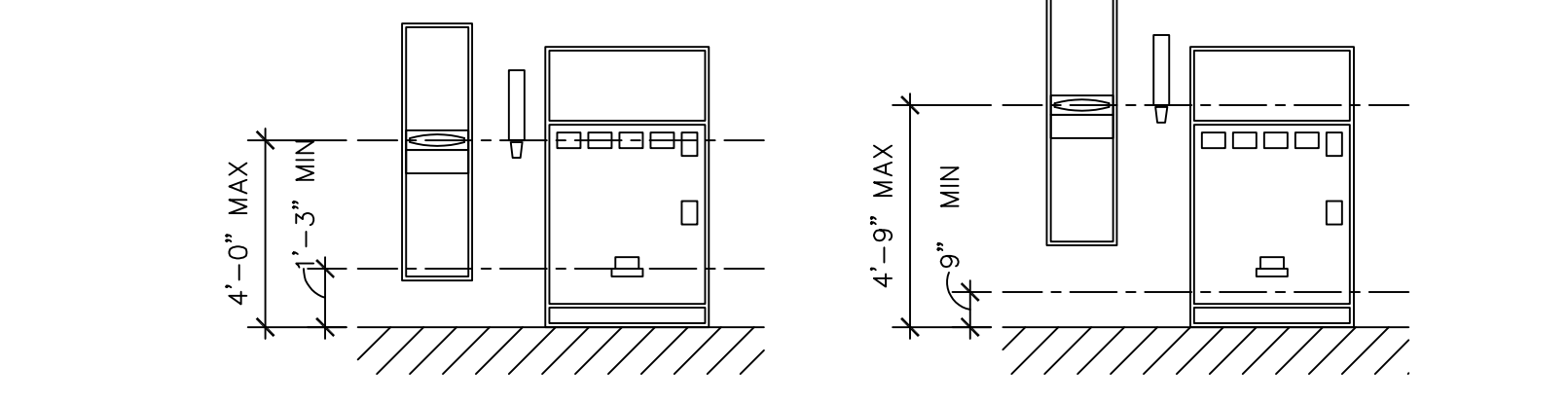
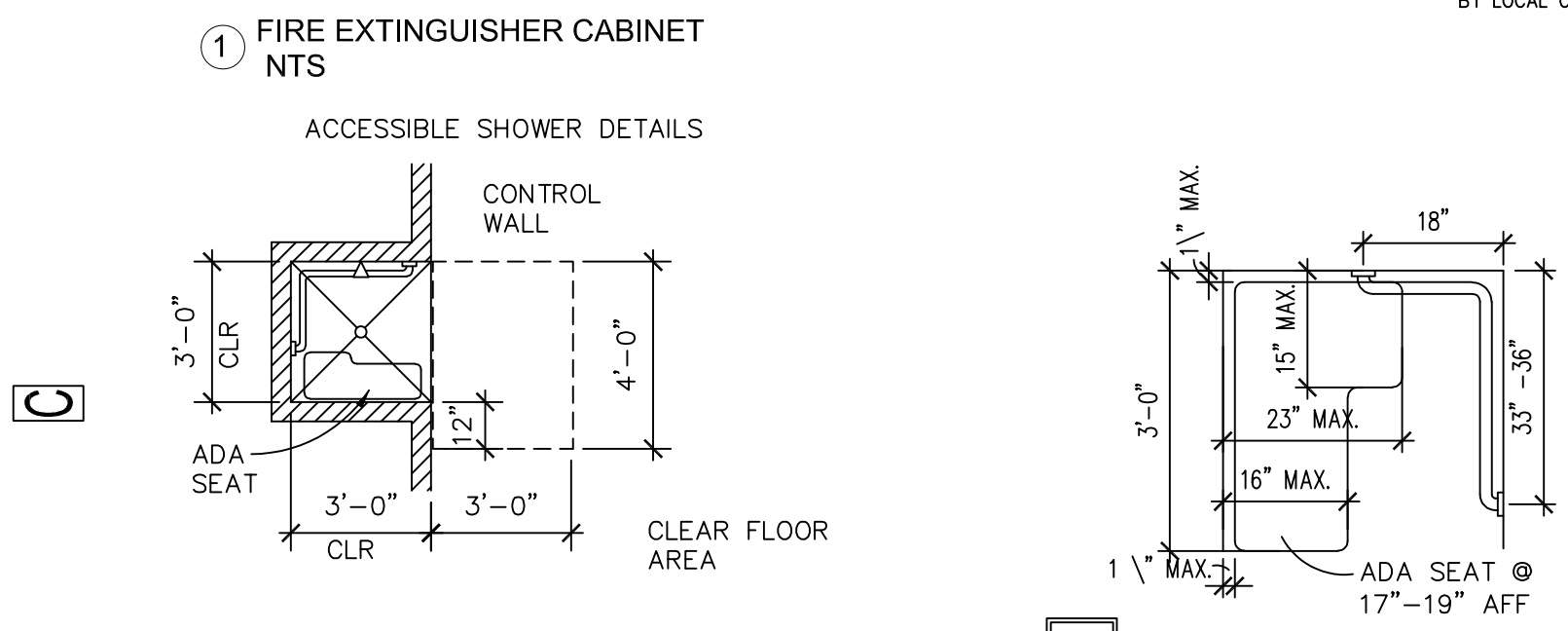
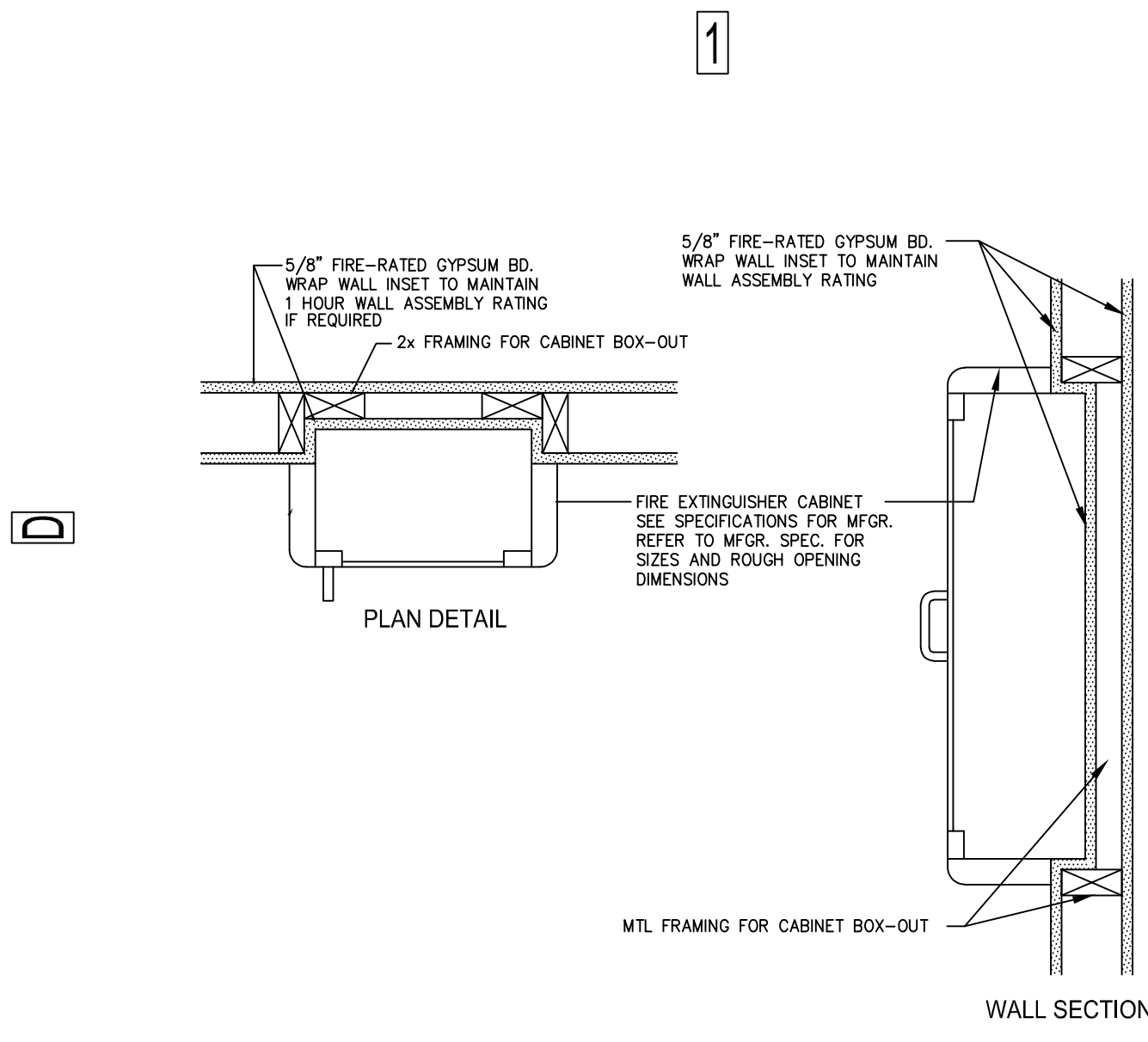
SMYRNA HIGH SCHOOL
Weight Room and Field House Addition
100 Bulldog Drive
Smyrna, Tennessee 37167

REVISION:
REVISION:
DATE: 02.25.2023

DRAWN BY: kcg
CHECKED BY: kcg
Project Number: 2004
SHEET TITLE: Life Safety Code



A0-1



ACCESSIBLE SIGNAGE TEXT REQUIREMENTS:

CHARACTER PROPORTIONS:
 LETTERS AND NUMBERS ON SIGNS SHALL HAVE A WIDTH-TO-HEIGHT RATIO BETWEEN 3:5 AND 1:1 AND A STROKE-WIDTH-TO-HEIGHT RATIO BETWEEN 1:5 AND 1:10, UTILIZING AN UPPER CASE 'X' FOR MEASUREMENT.

CHARACTER HEIGHT:
 SEE LETTER AND NUMBER HEIGHT CHART BELOW
 *EXCEPTION: CHARACTER HEIGHT SHALL BE 5/8" HIGH MINIMUM FOR BUILDING DIRECTORIES.

PICTOGRAMS:
 WHERE PICTOGRAMS ARE REQUIRED, THEY SHALL HAVE A 6" MINIMUM SIZE MEASURED AT THE BORDER. WHERE TEXT DESCRIPTORS FOR PICTOGRAMS ARE REQUIRED, THEY SHALL COMPLY WITH THE TACTILE CHARACTER PROVISIONS OF RAISED CHARACTERS AND SYMBOLS, BRAILLE, AND LOCATION OF TACTILE SIGNAGE PORTIONS BELOW.

FINISH AND CONTRAST:
 THE CHARACTERS, SYMBOLS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE, OR OTHER NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND, WITH EITHER LIGHT CHARACTERS ON A DARK BACKGROUND OR DARK CHARACTERS ON A LIGHT BACKGROUND.

RAISED CHARACTERS AND SYMBOLS:
 CHARACTERS AND SYMBOLS ON TACTILE SIGNS SHALL BE RAISED 1/32" MINIMUM. RAISED CHARACTERS AND SYMBOLS SHALL BE IN UPPERCASE CHARACTERS. RAISED CHARACTERS AND SYMBOLS SHALL BE 5/8" HIGH MINIMUM, AND 2" MAXIMUM. RAISED CHARACTERS AND SYMBOLS SHALL BE ACCOMPANIED BY BRAILLE IN ACCORDANCE WITH THE PROVISIONS OUTLINED BELOW.

BRAILLE:
 BRAILLE SHALL BE SEPARATED 1/2" MINIMUM FROM THE CORRESPONDING RAISED CHARACTERS OR SYMBOLS. BRAILLE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS FOR ELEVATOR CONTROLS SHALL BE PLACED 3/16" MINIMUM BELOW THE CORRESPONDING CHARACTERS OR SYMBOLS. BRAILLE SHALL BE GRADE II AND SHALL CONFORM TO SPECIFICATION #800, NATIONAL LIBRARY SERVICE, LIBRARY OF CONGRESS.

LOCATION OF TACTILE SIGNAGE:
 TACTILE SIGNAGE SHALL BE LOCATED ALONGSIDE THE DOOR ON THE LATCH SIDE AND SHALL BE MOUNTED AT 60" ABOVE THE ADJACENT FINISHED FLOOR TO THE CENTERLINE OF THE SIGN. IN LOCATIONS HAVING DOUBLE DOORS, TACTILE SIGNS SHALL BE MOUNTED TO THE RIGHT OF THE RIGHT HAND DOOR. WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE OF THE DOOR, INCLUDING DOUBLE LEAF DOORS, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL.

GENERAL NOTE:
 ANY ADDITIONAL TEXT REQUIRED DUE TO LOCAL ORDINANCES (FINES FOR PARKING IN ACCESSIBLE SPACES, ETC.) SHALL COMPLY WITH THE SIGNAGE REQUIREMENTS ABOVE.



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SMYRNA HIGH SCHOOL
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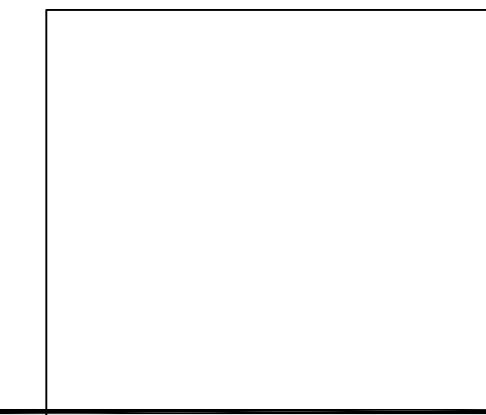
REVISION:
 REVISION:
 DATE: 02.25.2023
 DRAWN BY: kcg
 CHECKED BY: kcg
 Project Number: 2004
 SHEET TITLE: Life Safety Details



A0-2



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SMYRNA HIGH SCHOOL
 Weight Room and Field House Addition
 100 Bulldog Drive
 Smyrna, Tennessee 37167

All drawing and written material constitutes original work by the architect. It is unlawful to duplicate, use or disclose this drawing without the written consent of the Architect.

REVISION: _____
 REVISION: _____
 DATE: 02.25.2023
 DRAWN BY: kcg
 CHECKED BY: kcg
 Project Number: 2004
 SHEET TITLE: UL Listing

A0-2.1



- 7. **Joint Tape and Compound** Vinyl or casein, dry or premixed joint compound applied in two coats to joints and screw heads of outer layers. Paper tape, nom 2 in. wide, embedded in first layer of compound over all joints of outer layer panels. Paper tape and joint compound may be omitted when gypsum panels are supplied with a square edge.
 - 8. **Siding, Brick or Stucco** (Optional, not shown) — Aluminum, vinyl or steel siding, brick veneer or stucco, meeting the requirements of local code agencies, installed over gypsum panels. Brick veneer attached to studs with corrugated metal wall ties attached to each stud with steel screws, not more than each sixth course of brick.
 - 9. **Caulking and Sealants*** (Optional, not shown) — A bead of acoustical sealant applied around the partition perimeter for sound control.
- UNITED STATES GYPSUM CO — Type AS**
- *Bearing the UL Classification Mark

- 4A. **Gypsum Board*** (As an alternate to Item 4) — 5/8 in. thick gypsum panels, installed as described in Item 4 with Type S-12 steel screws. The length and spacing of the screws as specified under Item 5.
CANADIAN GYPSUM COMPANY — Type FRX
UNITED STATES GYPSUM CO — Type FRX
- 4B. **Gypsum Board*** (As an alternate to Items 4 and 4A) — 5/8 in. thick, 2 ft. wide, tongue and groove edge, applied horizontally as the outer layer to one side of the assembly. Secured as described in Item 5. Joint covering (Item 7) not required.
CANADIAN GYPSUM COMPANY — Type SHX.
UNITED STATES GYPSUM CO — Type SHX.
USG MEXICO S A D E C V — Type SHX.
- 5. **Fasteners** (Not shown) — Type S or S-12 steel screws used to attach panels to studs (Item 2) or furring channels (Item 6). **Single layer systems:** 1 in. long for 1/2 and 5/8 in. thick panels or 1-1/4 in. long for 3/4 in. thick panels, spaced 8 in. OC when panels are applied horizontally, or 8 in. OC along vertical and bottom edges and 12 in. OC in the field when panels are applied vertically. **Two layer systems:** First layer- 1 in. long for 1/2 and 5/8 in. thick panels or 1-1/4 in. long for 3/4 in. thick panels, spaced 16 in. OC. Second layer- 1-5/8 in. long for 1/2 in., 5/8 in. thick panels or 2-1/4 in. long for 3/4 in. thick panels, spaced 16 in. OC with screws offset 8 in. from first layer. **Three-layer systems:** First layer- 1 in. long for 1/2 in., 5/8 in. thick panels, spaced 24 in. OC. Second layer- 1-5/8 in. long for 1/2 in., 5/8 in. thick panels, spaced 24 in. OC. Third layer- 2-1/4 in. long for 1/2 in., 5/8 in. thick panels or 2-5/8 in. long for 5/8 in. thick panels, spaced 12 in. OC. Screws offset min 6 in. from layer below. **Four-layer systems:** First layer- 1 in. long for 1/2 in., 5/8 in. thick panels, spaced 24 in. OC. Second layer- 1-5/8 in. long for 1/2 in., 5/8 in. thick panels, spaced 24 in. OC. Third layer- 2-1/4 in. long for 1/2 in. thick panels or 2-5/8 in. long for 5/8 in. thick panels, spaced 24 in. OC. Fourth layer- 2-5/8 in. long for 1/2 in. thick panels or 3 in. long for 5/8 in. thick panels, spaced 12 in. OC. Screws offset min 6 in. from layer below.
- 6. **Furring Channels** (Optional, not shown, for single or double layer systems) — Resilient furring channels fabricated from min 25 MSG corrosion-protected steel, spaced vertically a max of 24 in. OC. Flange portion attached to each intersecting stud with 1/2 in. long Type S-12 steel screws. Not for use with Item 4A.

4. **Gypsum Board*** Gypsum panels with beveled, square or tapered edges, applied vertically or horizontally. Vertical joints centered over studs and staggered one stud cavity on opposite sides of studs. Vertical joints in adjacent layers (multilayer systems) staggered one stud cavity. Horizontal joints need not be backed by steel framing. Horizontal edge joints and horizontal butt joints on opposite sides of studs need not be staggered. Horizontal edge joints and horizontal butt joints in adjacent layers (multilayer systems) staggered a min of 12 in. The thickness and number of layers for the 1 hr, 2 hr, 3 hr and 4 hr ratings are as follows:

Rating	Min Stud Depth	No. of Layers & Thkns of Panel	Min Thkns of Insulation (Item 3)
1	3-1/2	1 layer, 5/8 in. thick	Optional
1	2-1/2	1 layer, 1/2 in. thick	1-1/2 in.
1	1-5/8	1 layer, 3/4 in. thick	Optional
2	1-5/8	2 layers, 1/2 in. thick	Optional
2	1-5/8	2 layers, 5/8 in. thick	Optional
2	3-1/2	1 layer, 3/4 in. thick	3 in.
3	1-5/8	3 layers, 1/2 in. thick	Optional
3	1-5/8	2 layers, 3/4 in. thick	Optional
3	1-5/8	3 layers, 5/8 in. thick	Optional
4	1-5/8	4 layers, 5/8 in. thick	Optional
4	1-5/8	4 layers, 1/2 in. thick	Optional
4	2-1/2	2 layers, 3/4 in. thick	2 in.

CANADIAN GYPSUM COMPANY — 1/2 in. thick Type C, IP-X2 or IPC-AR; WRC, 5/8 in. thick Type AR, C, IP-AR, IP-X1, IP-X2, IPC-AR, SCX, SHX, WRX or WRC; 3/4 in. thick Type IP-X3, ULTRACODE, ULTRACODE SHC or ULTRACODE WRC.

UNITED STATES GYPSUM CO — 1/2 in. thick Type C, IP-X2, IPC-AR or WRC; 5/8 in. thick Type SCX, SHX, WRX, IP-X1, AR, C, WRC, FRX-G, IP-AR, IP-X2, IPC-AR ; 3/4 in. thick Type IP-X3, ULTRACODE, ULTRACODE SHC or ULTRACODE WRC.

USG MEXICO S A D E C V — 1/2 in. thick Type C, IP-X2, IPC-AR or WRC; 5/8 in. thick Type AR, C, IP-AR, IP-X1, IP-X2, IPC-AR, SCX, SHX, WRX, WRC or; 3/4 in. thick Type IP-X3, ULTRACODE, ULTRACODE SHC or ULTRACODE WRC.

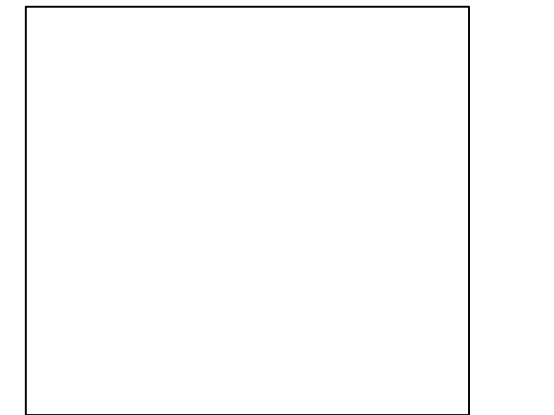
Design No. U419
Nonbearing Wall Ratings — 1, 2, 3 or 4 Hr (See Items 3 & 4)

For Number of Layers and Hourly Ratings See Item 4

- 1. **Floor and Ceiling Runners** (Not shown) — Channel shaped, fabricated from min 25 MSG (min 20 MSG when Item 4A is used) corrosion-protected steel, min width to accommodate stud size, with min 1 in. long legs, attached to floor and ceiling with fasteners 24 in. OC max.
- 2. **Steel Studs** Channel shaped, fabricated from min 25 MSG (min 20 MSG when Item 4A is used) corrosion-protected steel, min width as indicated under Item 4, min 1-1/4 in. flanges and 1/4 in. return, spaced a max of 24 in. OC. Studs to be cut 3/8 to 3/4 in. less than assembly height.
- 3. **Batts and Blankets*** (Required as indicated under Item 4) — Mineral wool batts, friction fitted between studs and runners. Min nom thickness as indicated under Item 4. See **Batts and Blankets (BKNV or BZJZ) Categories** for names of Classified companies.
- 3A. **Batts and Blankets*** (Optional) — Placed in stud cavities, any glass fiber or mineral wool insulation bearing the UL Classification Marking as to Surface Burning Characteristics and/or Fire Resistance. See **Batts and Blankets (BKNV or BZJZ) Categories** for names of Classified companies.



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REVISION:	
REVISION:	
DATE:	02.25.2023
DRAWN BY:	kcg
CHECKED BY:	kcg
Project Number:	2004
SHEET TITLE:	Specifications

A0-3

SPECIFICATIONS

DIVISION 1 : GENERAL REQUIREMENTS

- A.The Work set forth in Drawings and Specifications shall be carried out in accordance with contracts, agreements, general conditions, and special conditions established by the Owner. The Drawings and Specifications are incorporated into those agreements and contracts only by specific reference.
- B.The work shall be equal or superior to that required by local, state and federal laws and/or ordinances and local utility standards and requirements.
- C.The specifications shall take precedence over the drawings; the larger scale drawings shall take precedence over smaller scale drawings; stated dimensions shall take precedence over scale of dimensions; and descriptive notes shall take precedence over coded indications or more general notes.
- D.Structural Drawings and Specifications shall govern in the event of conflict with Architectural Drawings and Specifications where applicable.
- E.The manufacturers' published directions shall be followed in the delivery, storage, protection, installation, piping and wiring of all equipment and material.
- F.Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work.

DIVISION 2 : SITEWORK

02100 : SITE CLEARING

- A.As directed by the Owner, clear the project site of trees, shrubs, and other vegetation, except for those indicated to be left standing. Remove all existing obstructions that interfere with installation of new construction.
- B.Provide barricades, coverings, or other types of protection necessary to prevent damage to trees, shrubs, or other natural features indicated by the Owner to remain.
- C.Strip topsoil from the building area to whatever depths encountered. Remove heavy growths of grass from areas before stripping. Stockpile topsoil in areas indicated by the Owner.
- D.Remove all designated waste materials from the Owner's property and legally dispose of them.

02200—EARTHWORK (under separate contract)

- A.Excavate and perform all rough and finish grading to grades shown on Drawings. Where grades are not shown, excavate as required to accommodate the installation. Allow for at least 3 feet of sand cushion under all underground utility lines.
- B.Compact all earth surfaces upon which footings, slabs, and pipes will be placed. Where soft spots are encountered, remove all defective material and replace with lean concrete or fill material acceptable to the Architect or approved representative.
- C.Protect all excavations from flooding and standing water.
- D.Backfill trenches and excavations after all required inspections, tests, and approvals. Fill in uniform lifts as needed and compact each lift.
- E.Rough grade to approximate finish grade shown, allowing for topsoil. Slope grades away from building. Place topsoil in all areas indicated by Owner and spread to a minimum depth of six inches, uniformly distributed and rolled to conform to finished grades.

02250 : SOIL TREATMENT

- A.Apply chemical pesticide treatment to all areas to be covered by new construction, including footings, slabs, foundations, and pavement within 2 feet of the building.
- B.Apply in strict accordance to manufacturers recommendations and applicable regulations.
- C.Upon completion of the work, provide the Owner with a warranty of treatment acceptable to a local pest control company as the basis for establishing an annual service contract.

DIVISION 3 : CONCRETE

03300 : CAST-IN-PLACE CONCRETE (SEE ALSO STRUCTURAL SPECIFICATIONS.)

NOTE: Site concrete is not included in this specification.

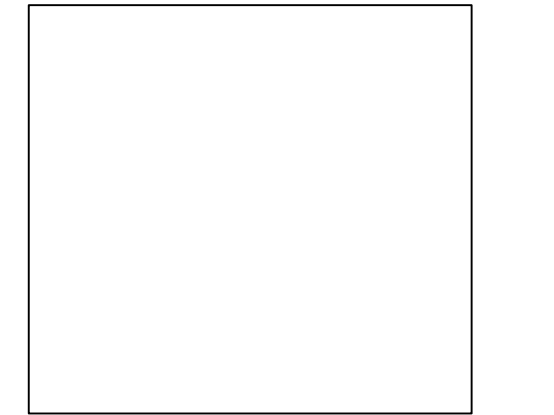
- A.Comply with the materials and workmanship requirements of the American Society for Testing and Materials Specifications (ASTM) and applicable regulations of American Concrete Institute (ACI).
 - (1) Codes and Standards: ACI 301 Specifications for Structural Concrete Buildings; ACI 318 Building Code Requirements for Reinforced Concrete; Concrete Reinforcing Steel Institute (CRSI), Manual of Standard Practice. Comply with applicable provisions except as otherwise indicated.
 - (2) Concrete Testing Service: Employ acceptable testing laboratory to perform materials evaluation, testing and design of concrete mixes if requested by owner.
 - (3) Owner will employ separate testing laboratory to evaluate concrete delivered to and placed at site.
 - (4) Certificates, signed by concrete producer and Contractor, may be submitted in lieu of material testing when acceptable to Owner.
 - (5) Quality Control: Owners testing laboratory will perform sampling and testing during concrete placement. This testing does not relieve the Contractor of responsibility of providing concrete in compliance with specifications. Contractor may perform additional testing as necessary, at no expense to Owner, to ensure quality of concrete.
- Sampling: ASTM C 172,except modified for slump to comply with ASTM C94.
- Slump: ASTM C 143, one test for each load at point of discharge for each day's pour of each type concrete; additional tests when concrete consistency seems to have changed.

- Air Content: ASTM C 173, one each set of compressive strength specimens.
- Compressive Strength: ASTM C 39, one set for each Day's pour plus additional sets per each 50 cu. yds. or fraction thereof of each class of concrete; one specimen tested at 7 days, two specimens tested at 28 days, and one retained for later testing if required.
 - When the total quantity of a given class of concrete is less than 50 cu. yds., strength tests may be waived by the Owner if field experience indicates evidence of satisfactory strength.
 - Test results will be reported in writing to Owner, Contractor, and concrete producer within 24 hours after tests are made.
- (6) Manufacturer's Data: Submit to Owner manufacturer's product data with installation instructions for proprietary materials including reinforcement and form accessories, admixtures, joint materials, hardeners, curing materials and others as requested by Owner. Laboratory Reports: Submit to Owner 2 copies of laboratory test or evaluation reports for concrete materials and mix design.
- B. Mix Proportions and Design: Proportion mixes complying with mix design procedures specified in ACI 301.
 - Submit written report to Owner for each proposed concrete mix at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and are acceptable to Owner.
 - Mix designs may be adjusted when material characteristics, job conditions, weather, test results or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by Owner.
 - Use air-entraining admixture in all exterior exposed concrete, providing not less than 4 percent nor more than 6 percent entrained air for concrete exposed to freezing and thawing, and from 2 percent to 4 percent for other concrete.
- C. Concrete Materials:
 - Portland Cement: ASTM C 150, Type as required. Use one brand of concrete throughout project.
 - Fly Ash: ASTM C 618, Type C or F.
 - Limit use of fly ash in concrete mix design to not exceed 25 percent of cement content by weight.
 - Normal Weight Aggregates: ASTM C 33, except local aggregates of proven durability may be used when acceptable to Owner. Provide aggregate from a single source for exposed concrete.
 - Water: Drinkable.
 - Air-Entraining Admixture: ASTM C 260 certified by manufacturer to be compatible with other required admixtures.
 - Water-Reducing Admixture: ASTM C 494; Type A, limit chloride to 0.1%.
- D.Related Materials:
 - Moisture Barrier: Use only materials resistant to deterioration when tested in accordance with ASTM E 154. Use polyethylene sheet not less than 10 mil thick.
 - Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class A.
 - Joint Fillers: See Division 7.
 - Use standard, commercial quality metal accessories, spacers, chairs, ties, and inserts as suited for job conditions. Use wire-bar type supports complying with CRSI specifications. For surfaces exposed to view, provide supports with plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, class 2).
- E.Reinforcing Materials:
 - Deformed Reinforcing Bars: ASTM A 615, Grade 60, deformed.
 - Welded Wire Fabric: ASTM A 185
- F. Forms
 - (1) Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.
 - (2) Design, erect, support, brace, and maintain formwork to support loads due to concrete placement and other job conditions. Construct formwork to achieve member of correct size, shape, alignment, elevation, and position. Design of formwork is the contractor's responsibility. Maintain formwork construction tolerances complying with ACI 347.
 - (3) Coat forms with a release agent prior to placing reinforcing steel. Clean and wet forms before placing concrete. Do not remove forms until concrete has set sufficiently to withstand stress; not less than 7 days for members subject to bending stresses.
 - (4) Provide openings in formwork to accommodate work of other trades. Accurately place and securely support items built into forms.
 - (5) Installation of Embedded Items: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by cast-in-place concrete. Use setting diagrams, templates, and instructions provided by others for locating and setting.
- G. Forming and Placing Concrete:
 - (1) Jobsite Mixing: Use drum type batch machine mixer, mixing not less than 1-1/2 minutes for one cu. yd. or smaller capacity. Increase mixing time at least 15 seconds for each additional cu. yd. or fraction thereof.
 - (2) Ready-Mix Concrete: ASTM C 94.
 - (3) Accurately place and support all required reinforcing. Position, support and secure reinforcement against displacement. Locate and support with metal chairs, runners, bolsters, spacers and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Support reinforcing mats for footings by using solid concrete brick. Provide minimum laps of 40 diameters at all splices and at corners of continuous reinforcing. Continue reinforcing through construction joints.
- Clear concrete cover for reinforcing steel:
 - Footings: -2 inch at formed edges
 - 3 inches where cast against ground





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The longitudinal reinforcing steel in grade beams, and footings shall be continuous around corners. See typical details for corner bars.

Install welded wire fabric in as long lengths as practicable, lapping at least one mesh.

- (4) Concrete Placement: Comply with ACI, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed. Place concrete in continuous pours to predetermined construction joints.
- (5) Joints: Provide construction, and contraction joints as indicated or required. Locate construction joints so as to not impair strength and appearance of structure. Place contraction joints in slabs-on-ground to stabilize differential settlement and random cracking. See typical detail.
- (6) Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practice.
- (7) Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 7 days. Continue curing by use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protection as required to prevent damage to exposed concrete surfaces. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement, and curing.

In cold weather comply with ACI 306.
In hot weather comply with ACI 305

Concrete shall achieve a minimum compressive strength of 4,000 psi at 28 days unless otherwise noted.

- (8) Finish all exposed concrete surfaces as indicated below:

Floor slabs: power troweled, smooth surface, relatively free of defects as determined by the Owner, and true within 1/8 inch in 10 feet-0 inches. Exterior slabs and sidewalks: float finish and then broom finish for coarse transverse scored texture as shown on drawings.

DIVISION 4-MASONRY

04200-UNIT MASONRY (SEE ALSO STRUCTURAL SPECIFICATIONS)

- A.Mortar:
Type S; 1,800 psi 28 day compressive strength. Conform to ASTM C-270. Color as selected by Owner.
- B.Adjustable stainless steel triangle ties with stainless steel anchors suitable for wood construction. Size and installation per manufacturer's recommendations not to exceed 16 inches spacing vertically and 24 inches horizontally.
- C.Vertical steel reinforcing in foundation: ASTM A-615 Grade 60.
- D.Concrete Masonry Units (CMU):
1.Size: Manufacturers standard units with nominal face dimensions of 16 inches long x 8 inches high 8 inch width as shown on drawings.
2.Standard: ASTM C-90, Grade N. Type 1
3.Exposed units: Provide single, double, and triple-faced units as required for all exposed surfaces.
- E.Coordinate masonry work with all other trades to ensure proper and adequate interface of the work of other trades with masonry work.
- F.Examine the areas and conditions under which masonry work will be performed. Do not proceed until unsatisfactory conditions are corrected.
- G.Lay masonry plumb, true, and level, with full head and bed joints.
- H.Unless otherwise shown on drawings, lay masonry in running bond pattern, with tooled concave joints.
- I. Do not place masonry units when air temperature is below 40F or is forecasted to go below 40F within 24 hours, or when it is raining.

04200-UNIT MASONRY (SEE ALSO STRUCTURAL SPECIFICATIONS)

- 1. Brick Allowance: \$550.00 pper thousand. Color as selected by Owner/ Contractor

DIVISION 5-METAL
05500-METAL FABRICATION (SEE ALSO STRUCTURAL SPECIFICATIONS)

A.Provide all structural steel, miscellaneous metal and metal fabrications complete, in place and as shown on drawings, specified herein, or as needed for a complete and proper installation. Comply with applicable ASTM standards for materials and fabrication.

B.Shop prime all structural and miscellaneous steel according to industry standards. Spot paint after erection using the same material as the top coat.

C.QUALITY ASSURANCE:
In addition to complying with all pertinent codes and regulations, comply with:

- (1) Specification for Design, Fabrication, and Erection of Structural Steel for Building Steel Construction.
- (2) Code for Welding in Building Construction of the American Welding Society.
- (3) Manual of Steel Construction, 8th edition, Part 1 for types of steel required.
- (4) Component design: Compute structural properties of studs and joists in accordance with AISC Specification for Design of Cold-Formed Steel Structural Members?
- (5) Fire-rated assemblies: Where framing units are components of assemblies indicated for a fire-resistance rating, including those required for compliance with governing regulations, provide units which have been approved by governing authorities having jurisdiction.

Conflicting requirements: In the event of conflict between pertinent codes and regulations and therequirements of the referenced standards of these Specifications, the provisions of the more stringent shall govern.

Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

D.PRODUCT HANDLING:

- (1) Stack and store steel above ground on platforms, studs, or other supports. Protect steel from corrosion and damage. Keep materials clean.
- (2) Store other materials in weather tight, dry place until ready for use.
- (3) Store packaged materials in their original, unbroken package or container.

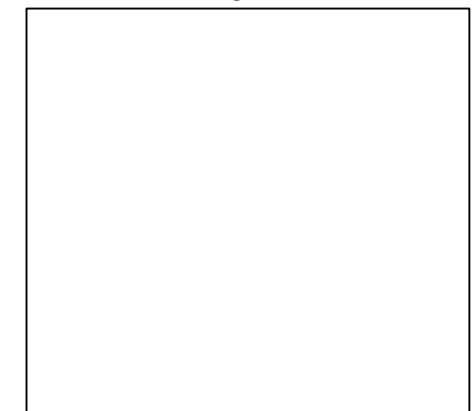
E.PROJECT CONDITIONS:

Field measurements: Check actual locations of walls and other construction to which metal fabrications must fit by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

F.For metal fabrications exposed to view in the completed Work, provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.



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A.FABRICATION:

- (1) Form metal fabrications from materials of size, thickness, and shapes indicated but not less than that needed to comply with performance requirements indicated. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of each metal fabrication.
- (2) Form exposed work true to line and level with accurate angles on surfaces and straight sharp edges.
- (3) Exterior work: Allow for thermal movement resulting from change in ambient temperature in the design, fabrication, and installation of installed metal assemblies to prevent buckling, opening up of joints and overstressing of welds and fasteners.
- (4) Framing components may be prefabricated into panels prior to erection. Fabricate panels plumb, square, true to line and braced against racking with joists welded. Perform lifting of prefabricated panels in a manner to prevent damage or distortion.
- (5) Fastenings: Attach similar components by welding. Attach dissimilar components by welding, bolting, or screw fasteners, as standard with manufacturer.
- (6) Wire tying of framing components is not permitted.
- (7) Manufacturers instructions: Install metal framing systems in accordance with manufacturer's printed or written instructions and recommendations, unless otherwise indicated.
- (8) Runner tracks: Install continuous tracks sized to match studs. Align tracks accurately to layout at base and tops of studs. Secure tracks as recommended by stud manufacturer for type of construction involved, except do not exceed 24 inches o.c. spacing for nail or power-driven fasteners, or 16 inches o.c. for other types of attachment. Provide fasteners at corners and ends of tracks. At track butt joints, anchor track to a common structural element.
- (9) Set studs plumb, except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.
- (10) Where stud system abuts structural columns or walls, including masonry walls, anchor ends of stiffeners to supporting structure.
- (11) Install supplementary framing, blocking and bracing in framing system wherever walls or partitions are indicated to support fixtures, equipment, services, casework, heavy trim and furnishings, and similar work requiring attachment to wall or partition. Where type of supplementary support is not otherwise indicated, comply with stud manufacturers recommendations and industry standards in each case, considering or loading resulting from item supported.
- (12) Installation of wall stud system: Secure studs to top and bottom runner tracks by either welding or screw fastening at both inside and outside flanges. Load bearing studs shall be seated squarely to bear against track. Splices in axially loaded studs shall not be permitted.
- (13) Frame wall openings larger and 2 feet sq. with double stud at each jamb of frame except where more than 2 are either shown or indicated in manufacturer's instructions. Install runner tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with stud shoes or by welding, and space jack studs same as full-height studs of wall. Secure stud system wall opening frame in manner indicated.
- (14) Frame both sides of expansion and control joints with separate studs; and do not bridge the joint with components of stud system.
- (15) Install horizontal bridging in stud system, equally spaced (vertical distance) at not more than 3-4 feet o.c.

B.PREPARATION:

Coordinate and furnish anchorage, setting drawings, diagrams, templates, instructions, and directions for installing anchorages, including concrete inserts, sleeves, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

C.INSTALLATION, GENERAL:

- (1) Fastening to in-place construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction. Include threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, wood screws, and other connectors as necessitated.
- (2) Cutting, fitting, and placement: Perform cutting, drilling, and fitting required for installing miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- (3) Provide temporary bracing or anchors in form work for items that are to be built into concrete masonry or similar construction.
- (4) Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop-welded because of shipping size limitations. Do not weld, cut, or abrade the surfaces of exterior units that have been hot-dip galvanized after fabrication and are intended for bolted or screwed field connections.
- (5) Field welding:

Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

Obtain fusion without undercut or overlap.

Remove welding flux immediately.

At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing, and contour of welded surface matches those adjacent.

D.LOOSE LINTELS:

Make loose lintels long enough to provide 8 inches of bearing on each end.

E.SHOP COAT:

Before steel leaves shop, remove loose mill scale, rust and foreign matter, and apply one coat of rust-inhibiting paint. Do not paint surfaces at places to be welded.

F.ERECTION:

- (1) Use only experienced welders qualified by prescribed testing of the American Welding Society.
- (2) Loose lintels: Provide loose lintels to the masonry trade for installation.
- (3) Anchor bolts: Have anchor bolts formed into slab as indicated.

G.CLEAN-UP:

When steel has been installed, clean up spatter and debris resulting from welding. Where welding is rough and may interfere with smooth laying of metal deck, grind welds.

H.TOUCH-UP PAINTING:

When steel has been installed, touch-up welds, scarred and abraded places on bent plates, structural steel and bar joists with rust-inhibiting paint. Ensure compatibility with finish, field paint.

DIVISION 6 : WOOD

06100-ROUGH CARPENTRY (SEE ALSO STRUCTURAL SPECIFICATIONS)

A.Furnish and install all wood material, rough hardware, and accessories to complete rough carpentry work.

B.Submit to Owner material certificates and wood treatment data as required by Owner. Comply with PS 20 American Softwood Lumber Standard and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review. Comply with PS 1 U.S. Product Standard for Construction and Industrial Plywood for plywood panels.

C.Do not deliver shop fabricated carpentry items until site conditions are adequate to receive the work. Protect items from weather while in transit. Store indoors, in ventilated area with a constant, minimum temperature of 60 degrees F, maximum humidity of 25 to 55 percent.

D.Use nominal sizes as indicated, except where shown by detailed dimensions.

- (1)Miscellaneous framing, joists, and rafters: Southern Yellow Pine, No. 2 grade, 1500F, 19% maximum moisture content.
- (2)Studs, plates, blocking and non-structural light framing: Southern Yellow Pine, construction grade, 19% maximum moisture content.
- (3)Sheathing: standard thickness OSB or CDX plywood, installed as recommended for structural sheathing application.

E.Plywood Soffits: NOT USED

F.Use pressure treated lumber in all locations where lumber is in direct contact with concrete or masonry. Comply with applicable standards of AWPA and AWPB.

G.FASTENERS AND ANCHORAGE:

- (1)Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with Federal Specifications for nails, staples, screws, bolts, nuts, washers, and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each including recommending nails.
- (2)Where rough carpentry work is exposed to weather, in ground contact, or in area of high humidity, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A 153).

H.Set carpentry work to required levels and lines, with members plumb and true to line and cut and fitted. Securely brace, block, and attach carpentry work as shown and as required by recognized standards.

I. In stud walls, provide blocking for support of handrails, wall cabinets, toilet vanities, etc.

J.Provide continuous horizontal blocking where wall framing exceeds 9 feet height.

K.Firestop concealed spaces at the ceiling line. Where firestops are not automatically provided by the framing system, use closely-fitted wood blocks of nominal 2" lumber to close all openings.

06200 - FINISH CARPENTRY

A.Comply with applicable sections of AWI Quality Standards for all finish carpentry. In general, all shelving and interior millwork shall comply with AWI Custom Grade.

B.Lumber:

- (1)Interior: Paint grade, stock molding.
- (2)Exterior: Construction grade Douglas Fir.

C.Fit carpentry to other work; scribe and cope for accurate fit. Provide connecting and attaching devices, closure, and trim as required to complete work. Provide furring, nailers, blocking, and grounds as required for proper support and true lines.

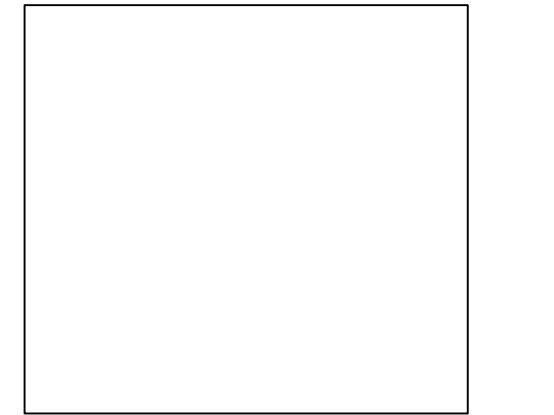


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A0-6



06400 : ARCHITECTURAL WOODWORK

- A. Provide and install base cabinets, counter tops, and wall cabinets in kitchen, and lavatory counters and tops in men's and women's toilets as shown on drawings.
- B. Units may be pre-manufactured stock units or job-built, as indicated by Owner.
- C. Pre-manufactured units shall be as selected by Owner. Job-built units shall comply with specifications of this section.
- D. For job-built casework, comply with standards for quality of materials, construction, and workmanship set forth by AWI Custom Guide for painted finishes.
- E. Lumber material: B & B Douglas Fir. Sand edges to 1/16 inch radius curve.
- F. Plywood: A-D (A-A where both sides are exposed). All exposed plywood edges shall have 3/4 inch hardwood edge, tongue-and-grooved, and glued.
- G. Countertops: 3/4 inch particle board.
- H. Counter surfaces: 0.042 inch plastic laminate. Formica, Wilson Art, or equal to be approved by Owner.
- I. Finish hardware as selected by Owner.
- J. Construct and install in accordance with AWI standards. Do not face nail. Set accurately in place, scribe, and secure permanently to walls and/or floor.

DIVISION 7 : THERMAL AND MOISTURE PROTECTION

07111 : BITUMINOUS DAMPPROOFING

- A. Provide all labor, materials, equipment and services to furnish and apply bituminous dampproofing.
- B. Concrete/ Concrete Block: Hydrocide 600 as manufactured by Sonneborn Building, inc or an approved equal
- C. Apply as recommended by manufacturer.

07200 : BUILDING INSULATION

- A. Provide blanket insulation and rigid perimeter insulation at all locations shown on drawing.
 - B. Insulation for walls is full width, flame resistant, foil-faced batt fiberglass; 5 1/2 inch Kraft faced fiberglass; 19 R-38. Owens-Corning, Johns Manville, or equal., R-19. Insulation for ceilings is full
 - C. Install and staple wall batts between framing members, with foil-face to warm side of wall. Fill all voids and butt ends together. Install behind electrical outlets, plumbing, and around obstructions, jambs and sills.
 - D. Metal Building Simple Saver Insulation System to meet all applicable codes and R-value. Wall insulation to provide continuous insulation properties.
 - E. Install R-13 in all interior walls throughout facility
- 07212 : RIGID BOARD INSULATION
- A. Provide all of the labor, materials, equipment, and service required to furnish and install the rigid board insulation
 - B. Cavity Wall Insulation: Thermax Heavy Duty as manufactured by Dow Chemical Company or approved equal. See drawing for thickness.
 - C. Use adhesive as required by manufacturer. Install boards horizontally between cavity ties.

07220 : Roof deck insulation.

- A. Provide all of the labor, materials, equipment, and install the roof deck insulation.
- B. Work associated with Roof Deck Insulation including (but not limited to) membrane roofing and flashing shall be the responsibility of single installer. Coordinate with section 07530.
- C. Provide appropriate "U" or "R" value. Shop drawings to show cant thickness and layout. R value should be equal to 20 with minimum thickness to achieve the value. R value can be reduced to 20 if PVC roofing system is used.
- D. Protect and install according to manufacturers recommendations.

SECTION 07 21 29 SPRAY FOAM INSULATION (NOT USED- BUT KEEP AS ALTERNATE)

1.1 MANUFACTURERS

- A. Acceptable Manufacturer: CertainTeed Corp., Insulation Group, which is located at: 750 E. Swedesford Rd. P. O. Box 860 ; Valley Forge, PA 19482-0860; Toll Free Tel: 800-233-8990; Fax: 610-341-7940; Email: request_info; Web: certainteed.com/CertainTeed/Pro/Design+Professional/Insulation
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01600.

1.2 SPRAY FOAM INSULATION

- A. Insulation: Polyurethane water-blown type Open Cell Foam: CertainTeed CertaSpray Open Cell Foam is a low density, MDI-based semi-rigid polyurethane foam:
 1. Physical and Mechanical Properties:
 - a. Core Density: 0.45-0.55 pcf when tested in accordance with ASTM D 1622.
 - b. Thermal Resistance: 3.6 when tested in accordance with ASTM C 518 at 75 degrees F, (h-ft-degrees F)/Btu.
 - c. Open Cell Content: Greater than 95 percent when tested in accordance with ASTM D 2842.
 - d. Compressive Strength: Greater than 2.4 psi when tested in accordance with ASTM D 1621.
 - e. Tensile Strength: 5.2 psi when tested in accordance with ASTM D 1623.
 - f. Water Absorption: Less than 30 percent by volume when tested in accordance with ASTM D 2842.
 - g. Dimensional Stability: Less than 12 percent by volume when tested in accordance with ASTM D 2126 at 75 degrees F/95 percent RH, 28 Days.
 - h. Water Vapor Transmission: 33 perm/inch when tested in accordance with ASTM E 96.

END OF SECTION

074113- METAL ROOFING

- A. Standing seam Metal roof by Metal Max "Metal Loc Panel" 16 as coordinated with Metal Building provider. Install according to manufactures recommendations. Color as selected by Owner/ Contractor.

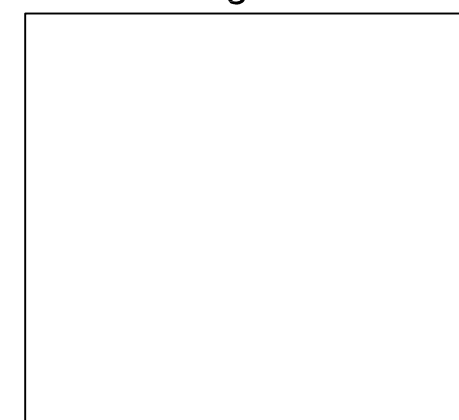
07600 - FLASHING AND SHEETMETAL WORK

Work Included: Installation of all flashing and sheetmetal work, including thru-wall flashing, counter flashing, gutter, and downspouts, and all miscellaneous flashings as shown on drawings or required for complete job.

- A. Thru-Wall Flashing: Aluminum fabric flashing consisting of .016 thick aluminum bonded to and between two layers of asphalt impregnated cotton fabric; AFCO Product, or equal.
 - B. Flashing, Counterflashing: 24 ga. hot dip galvanized steel; Kynar 500 finish.
 - C. Gutters, Downspouts, and Accessories: Aluminum with baked enamel finish. Size and shape as shown on drawings. Color as selected by Owner. Provide all anchor straps and accessories required for a complete installation.
 - D. All aluminum clad trim shown on drawings shall be pre-finished. Color to be selected by the Owner.
 - E. Coordinate with other trades. Install in accordance with Sheet Metal and Air Conditioning Contractors National Association standards.
- 07900 - CAULKING AND SEALANTS
- A. Use materials from Temco, Pecora Corp., DAP, or approved equal, as recommended by manufacturer, for each installation and application. Obtain materials from a single manufacturer for each different product required.
 - B. Provide backing material in locations and of type recommended by caulking or sealant manufacturer.
 - C. Deliver materials to site in original unopened containers or bundles with labels indicating manufacturer product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions.
 - D. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.
 - E. Do not proceed with installation of joint sealants under the following conditions.
 - (1) When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
 - (2) When joint substrates are wet.
 - (3) Where joint widths are less than allowed by joint sealant manufacturer for application indicated.
 - (4) Until contaminants capable of interfering with their adhesion are removed from joint substrates.
 - F. Caulking color at all painted surfaces: manufacturer's standard white.
 - G. Sealant colors to match adjacent materials.
 - H. Clean all joints and surfaces to be caulked or sealed. Install in accordance with manufacturer's recommendations.
 - I. Seal around all openings in masonry, whether shown on drawings or not.



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DIVISION 8 DOORS AND WINDOWS

08100 HOLLOW METAL DOORS AND FRAMES

A.Furnish all hollow metal doors and frames complete where shown on drawings.

B.Metal Gauges of Frames:

- (1)Interior door frames up to 4 feet wide: 16 gauge
- (2)Interior door frames over 4 feet wide: 14 gauge
- (3)All exterior door frames: 14 gauge
- (4)Interior vision opening frame: 16 gauge

C.Provide manufacturers standard series drywall frame or adjustable frame, at Owner's option. Amweld, or equal.

D.Floor anchors: 14 gauge minimum sheet steel, welded inside each jamb.

E.Jamb anchors: 16 gauge minimum sheet steel, adjustable jamb anchors, stirrup-and-strap type. Provide 3 anchors per jamb.

F.Labeled frames: Where fire-rated openings are shown on drawings, provide labeled frames with fire-resistance rating shown, with UL label affixed to frame.

G.Finish all frames with shop-applied, baked-on prime finish.

H.Set hollow metal frames plumb, true, and in proper relation to floors, walls, and partitions. Set frames on concrete slab and anchor with expansion bolts.

I. Door Construction: 16 gauge sheet steel, full flush, 1 3/4 inch thick, with solid or cellular composite core material bonded to face sheets. Amweld, or equal.

J.Labeled Doors: Where fire-rated openings are shown on drawings, provide labeled doors having fire-resistance rating shown, with UL label affixed to door.

08200 WOOD DOORS

A.Provide wood doors where shown on drawings, manufactured by Eggers Hardwood Products Corp., Paine Lumber Co., Algoma Hardwoods Inc., Weyerhaeuser, or equal.

B.Comply with the applicable requirements of the following standards unless otherwise indicated:

- 1.ANSI/NWMA I.S. 1-78, Industry Standard for Wood Flush Doors?
- 2.AWI Quality Standards Section 1300 of the Architectural Woodwork Quality Standards. Designations for grade and core construction under types of doors refer to this standard.

C.Submit written guarantee for use for the life of the installation, including repair and/or replacement, and refinishing of defective material in accordance with the standard door guarantee of the National Woodwork Manufacturers Association.

D.Package each door at the factory in separate heavy paper-type carton or poly bag. Mark each carton or door for location to correspond with opening number on Drawings.

E.INTERIOR DOORS SOLID CORE AND STAIN FINISH

(1)AWI quality grade (Section 1300): Custom.

(2)Veneer: Stain grade, Birch.

(3)Core construction:

- a. Non-rated: Particleboard PC-5
- b. Rated: Mineral

(1)Completely factory finished in natural/stain finish as selected by the Owner.

F.Provide openings with stops for lights and louvers.

G.Prefit doors at the factory in accordance with tolerance requirements of the NWMA standards with allowances for undercuts (if any). Provide standard bevel or radius to edge of door as required for the installation.

H.Labeled Doors: Where fire-rated openings are shown on drawings, provide labeled doors having fire-resistance ratings shown with UL label affixed to door.

I. Machine doors at the factory for butts, locksets, concealed closers, concealed holders, concealed exit hardware and flush bolts. Machine in accordance with templates of approved hardware manufacturer.

J.Condition doors to average prevailing humidity in installation area prior to hanging.

K.Install wood doors in accordance with manufacturer's instructions and as shown.

L.Prefit doors: Fit to frames and machine for hardware to whatever extent not previously worked at factory as required for proper fit and uniform clearance at each edge.

M.Clearance:

(1)Non-rated doors: Provide clearances of 1/8 inch at jambs and heads; 1/8 inch at meeting stiles for pairs of doors; and 1/2 inch from bottom of door to top of finish floor material or covering. At thresholds, provide 1/4 inch clearance from bottom of door to top of threshold.

(2)Fire-rated doors: Provide clearances complying with NFPA.

08310-ACCESS DOORS AND PANELS

A.Provide all labor, materials, equipment and services to furnish and install access panels where shown on drawings.

B.Manufacturer shall be Milcor, or approved equal.

C.Metal access doors located in rated walls shall be Milcor, Universal fire-rated access doors for walls- Style UFR with door size as shown on Drawings, or approved equal.

08330-FIRE DOOR, FRAMES AND ACCESSORIES

A. Provide all labor, materials, equipment and services to furnish and install Fire Shutter door where shown on drawings.

B. Provide fire shutter door from Cornell Iron Works Inc., or an approved equal. Provide model number Fireguard (tm) Rolling Steel Fire Doors, Model ERD10, rate for 2 hour separation. (144 square ft. is maximum)

C. Door to be 10'-0" wide by 8'-0" tall. See drawings for location and additional information.

D. Install as per manufactures recommendations

E. Field verify dimensions and submit shop drawings. Provide information to tie into Fire Alarm System. Provide 4 copies of submittal to be reviewed and approved.



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REVISION: _____
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DRAWN BY: kcg
CHECKED BY: kcg
Project Number: 2004
SHEET TITLE: Specifications

A0-7



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SMYRNA HIGH SCHOOL
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REVISION:	
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A0-8

08410 – ALUMINUM ENTRANCES AND STOREFRONTS

- A. Provide and install aluminum frame, medium stile doors as shown on drawings. Manufactured by Vistawall, Kawneer, or equal.
- B. Doors and frames: AA 6063 T5 alloy; major sections of door extrusions shall have .125 nominal thickness. Frames 1 3/4 inches x 4 1/2 inches with a 10 inch minimum height above the floor.
- C. Square, snap-on glass stops for 1 inch glass.
- D. Provide standard pull for exterior and panic hardware for interior.
- E. Color and finish as selected by Owner
- F. Install door units square, level, straight, securely fastened and in accordance with manufacturers recommendations.

08610 – WOOD WINDOWS

- A. Provide and install wood windows as shown on the drawings. The window shall be aluminum or vinyl clad as selected by the Owner
- B. Specifications and drawings are based on Anderson windows as selected by the Owner. Color as selected by the Owner.
- C. Install in accordance with manufacturer's details and instructions.

08710 FINISH HARDWARE (SEE APPROVED HARDWARE SCHEDULE AT END OF SPECIFICATIONS)

A. Furnish and install all finish hardware to complete the work as indicated on the drawings, as specified herein, and as required for complete job. Provide all trim attachments and fastenings required for proper and complete installation.

B. Conform to the following:

- (1) American National Standards Institute (ANSI)
 - 1. ANSI A156.1 – Butts and Hinges
 - 2. ANSI A156.2 – Bored Locks and Latches
 - 3. ANSI A156.3 – Exit Devices
 - 4. ANSI A156.4 – Door Controls – Door Closers
 - 5. ANSI A156.5 – Auxiliary Locks and Associated Products
 - 6. ANSI A156.6 – Architectural Door Trim
 - 7. ANSI A156.7 – Template Hinge Dimensions
 - 8. ANSI A156.8 – Door Controls – Overhead Holders
 - 9. ANSI A156.13 – Mortise Locks and Latches
 - 10. ANSI A156.15 – Closer Holder Release Devices
 - 11. ANSI A156.16 – Auxiliary Hardware
 - 12. ANSI A156.18 – Material and Finishes
- (2) American Society of Hardware Consultants (ASHC)
- (3) Builders Hardware Manufacturers Association (BHMA)
- (4) Federal Specifications (FS)
- (5) National Builders Hardware Association (NBHA)

B.CODES

- 1. NFPA 101 – Life Safety Code
- 2. IBC 2003 – International Building Code
- 3. ANSI A117.1 – Accessible and Usable Buildings and Facil.
- 4. ADA – Americans with Disabilities Act
- 13. NFPA 80 – Fire Doors and Windows
- 14. UL10C – Positive Pressure Fire Tests of Door Assemblies
- 15. AIA A201 1997 – General Conditions of the Contract

C. Supplier: A recognized ASHC member who has been furnishing hardware in the Project's vicinity for a period of not less than 2 years, and who is, or employs an experienced hardware consultant who is an ASHC member who is available, at reasonable times during the course of the Work, for consultation about Project's hardware requirements, to Owner, and Contractor.

D. Review by ASHC member: The ASHC member shall be present at completion of the Work, shall check the installation of all finish hardware, shall make all minor adjustments required and supervise all hardware replacements required, and shall make a written report to the Owner on completeness of the installation and that all hardware is in optimum working condition.

E. Fire Rated Openings: Comply with requirements of Underwriters' Laboratories, Inc. and International Building Code regardless of any specific items called for in this specification.

F. Submit to Owner a complete hardware schedule listing all items proposed to be furnished. Identify each item by manufacturer, catalog number, and location of installation.

G. Materials and Manufacturer (Other manufacturers may be substituted with Owners approval):

- (1) Butts and Spring Hinges: Stanley, Hager, McKinney, Bommer
- (2) Lock sets and Cylinders: (function as indicated on door schedule): Yale, approved subs, Corbin Russwin, Sargent. Grade 2 certified— Yale 5300LN series
- (3) Closers: Yale 3500 Series, subs. Corbin Russwin DC3200, Sargent 1331 Series, Norton 8500 Series.
- (4) Push, Pull, Kick Plates: McKinney, subs. Quality, Rockwood, Trimco
- (5) Floor Stops, Wall Stops: McKinney, subs. Quality, Rockwood, Trimco
- (6) Thresholds, Weatherstripping: McKinney, subs. Pemko, Reese, Zero
- (7) Exit Devices: Yale 2100 Series, subs. Corbin Russwin ED8000 Series, Sargent 30 Series.
- (8) Flush Bolts and Accessories: Mckinney, Quality, Rockwood, Trimco
- (9) Silencers: Furnish rubber silencers all hollow metal frames; 2 per pair and 3 per single door frame.

H. Factory key and masterkey all locks and cylinders as approved by Owner

- 1) Two (2) change keys per lock
- 2) Three (3) grand master keys
- 3) Six (6) master keys per master level
- 4) Fifteen (15) construction/temporary keys

I. Styles and finishes as approved by Owner.

J. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

WARRANTY

K. All items, except as noted below, shall be warranted in writing by the manufacturer against failure due to defective materials and workmanship for a minimum period of one (1) year commencing on the date of final completion and acceptance. In the event of product failure, promptly repair or replace item with no additional cost to the owner.

- 1. Cylindrical locksets – Standard Duty: One (1) Year
- 2. Exit Devices: Five (5) years
- 3. Door closers: Ten (10) years

DOOR HARDWARE

Contractor to work with Owner to provide door hardware, approved or equal to McKinney, Stanley, Hager, and Lawrence.

08800 GLASS AND GLAZING

A. Manufactured window units shall be factory glazed. See section 08610.

B. Provide glass and glazing for aluminum entrance doors, interior doors with lights, and interior vision window.

C. Elastic Glazing Compound: Products by Tremco, Dap, Pecora, or equal. Use colored compounds for glazing in aluminum frames. Use compounds compatible with other materials and appropriate for location of installation as recommended by manufacturer of glazing compound.

D. Fabricate setting blocks and shims from neoprene, treated hardwood, or lead. Shape to size and thickness required.

E. Insulating Safety Glass:

(1) Material shall be 1/4 inches thick clear and solar bronze safety plate glass polished both sides, and shall comply with FSDD-G451, Type 1, Class 2, quality q.3, and shall meet all requirements of ASTM E773 and ASTM E774 Class CBA. Insulating Safety Glass shall be used in all exterior doors.

(2) Units shall be fabricated of two 1/4 inches sheets of glass separated by a dry air space of 1/2 inches (1 inch hermetically sealed glazed units), dehydrated to a dew point of not more than 60 degrees F., and sealed with a durable seal which will withstand the stresses and strains resulting from exterior glazing exposures of all kinds, within the manufacturers published limitations. Solar bronze glass on the exterior pane and clear interior.

(3) Provide manufacturers standard edge construction of spacers, and sealant, permanently bonded to glass edges.

F. Wire Reinforced Glass: 1/4 inch thick, clear glass with embedded welded wire mesh and polished both sides, and meeting all requirements of ANSI Z97.1. For all interior fire rated door vision panels and interior vision window panels.

G. Safety glass: 1/4 inch thick tinted safety plate glass polished both sides, complying with FSDD-G451, Type 1, Class 2, quality q.3. Use in aluminum entrance doors and side lites.

H. EXECUTION

(1) Each item shall be graded and arrive at the site bearing a label setting forth the quality and type of glass and the manufacturer's name and brand designation. Labels shall remain intact until their removal is authorized by the Architect.

(2) Glazing shall not be done when the temperature is 40 degrees F or below.

(3) Check the openings to determine if they conform to the sizes shown on the Drawings and shop drawings.

(4) Make certain that the glazing rabbets are clean and in proper condition to receive the sealant.

(5) The glazing channel and all sealing surfaces of wood or carbon steel shall have a coat of prime paint.

(6) The sealing rabbets of all metal holding members shall have all grease, foreign matter, lacquers or other organic protective coatings removed.

(7) Make certain that the corners and intersections of the framing members are properly joined or sealed so as to prevent water leakage. If they are not, advise the Architect in writing. This condition shall be rectified before commencing the glazing operation.

(8) Tempered glass must be ordered from the factory by size and not altered after fabrication.

I. PROTECTION FROM SURFACE DAMAGE:

(1) Solutions used on the surface of the building to clean and/or seal shall be applied in a manner to avoid contact with the glass. Solutions to clean the glass shall be a selected product that will not cause damage to the glass surface, exterior building surface or the sealant.

(2) Remove promptly any wash off from pre-oxidized metal.

(3) Apply tapes or banners to the framing and suspend over the glass to alert workmen that the opening has been glazed. Directly marking on glass surfaces shall not be permitted.

J. CLEANING:

(1) Remove all excess putty or compound smears.

(2) Remove any excess sealant materials left on the surfaces of the glass or the surrounding members immediately during the work life of the sealant.

(3) All glass at the completion of the Work shall be clean and polished to the approval of the Owner.

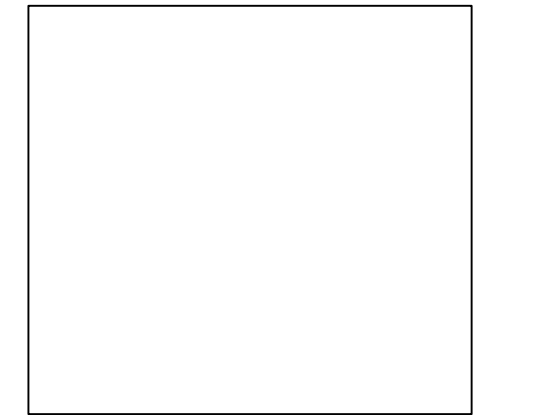
(4) Wash, rinse and dry glass at frequent intervals during the Work. Use soft, clean, grime-free cloths, mild soap, detergent or a slightly acidic cleaning solution; follow immediately with clean rinse water, and prompt removal of excess rinse water with clean squeegee. Remove grease and glazing materials with commercial solvents such as xylene, toluene, mineral spirits or naphtha, and follow with normal wash and rinse. Be careful not to damage glazing or insulating unit seals by over generous application of strong solvents.

(5) Remove immediately any staining or leaching resulting from surrounding materials. The Contractor shall be responsible for protecting the glass against any such damage.





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SMYRNA HIGH SCHOOL
Weight Room and Field House Addition
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REVISION:	
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DATE:	02.25.2023
DRAWN BY:	kcg
CHECKED BY:	kcg
Project Number:	2004
SHEET TITLE:	Specifications

A0-9



DIVISION 9 FINISHES
09250 GYPSUM WALLBOARD SYSTEMS

- A. Provide all gypsum wallboard wall and ceiling systems and accessories, complete, in place, and as shown on drawings, specified herein, and needed for a complete and proper installation and in accordance with manufacturer's recommendations.
- B. Interior Gypsum Wallboard:
- (1) Comply with ASTM C-36; long edges tapered; size as shown on drawings.
 - (2) Fire-rated applications: Type X, 5/8 inch.
- C. Exterior Gypsum Sheathing:
- (1) Comply with ASTM C79; 4 foot width with square edges.
 - (2) Fire-resistant treated gypsum core encased in water-repellent paper on both sides and long edges.
- D. Acceptable manufacturers: United States Gypsum, Gold Bond.
- E. Install gypsum wallboard and accessories in accordance with manufacturers instructions.
- F. Walls: Tape and finish all joints, corners, and screwheads for paint finishes.

G. Ceilings: Tape and finish all joints and screwheads for smooth textured finishes. Provide sample panel for Owners approval.

09310 TILE

- A. Ceramic Tile Floor: \$10.00 Allowance Install Floor per square foot and \$15.00 allowance Install on Wall specified herein, and needed for a complete and proper installation and in accordance with manufacturer's recommendations.

09510 ACOUSTICAL CEILINGS

- Armstrong 2x2 770 with standard white 15/16 grid. Install R-11 Batt insulation above all ACT ceilings
- A. Provide all of the labor, materials, equipment, and services required to furnish and install the acoustical ceilings.
- B. Comply with all pertinent recommendations published by the Ceilings and Interior Systems Contracting Association and the requirements of ASTM C636 (latest edition).
- C. Coordinate layout and installation of acoustical ceiling units and suspension system components with other construction that penetrates ceilings or is supported by them, including, but not limited to, light fixtures, HVAC equipment, fire-suppression system components, and partition system.
- D. Prior to installation, submit to the Owner manufacturer's project specifications and physical samples.
- E. DELIVERY, STORAGE, AND HANDLING:
- (1) Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
 - (2) Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
 - (3) Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.
 - (4) Do not install interior acoustical panel ceilings until space is enclosed and weatherproof, and until work above ceilings is completed, and until ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.
- F. Ceiling panel
- (1) See drawings for 2 types of ceiling tiles
 - (2) Size: 2 feet x 2 feet x 5/8 inches.
 - (3) Color: White.
 - (4) Edge: Square
- G. Suspension System:
- (1) Exposed grid suspension system designed to accommodate ceiling board.
 - (2) Suspension system shall conform to ASTM C635-78 and installation shall be accordance with ASTM C636-76.
- H. All other materials, not specifically described but required for a complete and proper installation of the suspended acoustical ceiling, shall be as selected by the Contractor subject to the approval of the Owner.

I. SUSPENDED CEILING INSTALLATION:

- (1) Comply with ASTM C 636 as applicable to acoustical panel ceilings, except to extent more stringent requirements indicated or required for compliance with governing regulations or fire resistance ratings.
- (2) Suspend ceiling hangers from building structural members only, or as indicated. Secure to structure, including intermediate framing members, by attaching to metal clips designed for type of member involved, or where possible, by looping and wire-tying directly to members.
- (3) Space hangers not more than 4 feet o.c. along each member supported directly from hangers, unless otherwise shown, and provide hanger not more than 6 feet from ends of each member.
- (4) Plan each layout to balance border widths at opposite edges of each ceiling area. Avoid use of less-than-half width units wherever possible. Comply with Architects reflected ceiling plans to greatest extent possible.

09650 LUXURY VINYL TILE FLOORING

- Level Set Collection Textured Woodgrains/ Natural Woodgrains/ Stone/ Studio Set/ Stargazing Collection
- A. Provide and install all resilient flooring and rubber base as indicated on drawings.
- B. Vinyl Composition Tile: 12 inch x 12 inch x 1/8 inches; Manufacturers standard lines; color and pattern as selected by Owner; Armstrong, Azrock, Kentile.
- C. Vinyl Base: Molded cove vinyl 4 inch base; premolded external corners; Roppe.
- D. Vinyl Carpet Strip: tapered vinyl; Johnson, Mercer, Flexco.
- E. Install all products in accordance with manufacturers recommendations. Lay tile to true, straight lines, with each space to be symmetrical about center lines of room or space, and spaced so that edge or border tiles are one-half or greater in size.
- F. After installation, clean all surfaces as recommended by manufacturer of the floor or base material. Protect completed installation from damage.

09900 PAINTING

- A. Paint and finish all exterior and interior surfaces not prefinished from manufacturer.
- B. Comply with manufacturer's recommendations for material, preparation of surfaces, and applications. Acceptable manufacturers: Glidden, Benjamin Moore, Sherwin Williams, Pittsburg Paints, Devoe, Olympic.
- C. All colors as selected by Owner. Submit samples to Owner for selection and approval.
- D. Schedule of Painting:
- (1) Exterior ferrous metal (not shop primed): One coat primer, two coats exterior semi-gloss enamel, oil base or latex.
 - (2) Exterior painted wood: one coat primer, two coats exterior semi-gloss enamel, oil base.
 - (3) Exterior siding, trim, and other stained wood: one coat solid oil base stain.
 - (4) Exterior hollow metal doors and frame: touch up shop coat with primer as needed before applying finish coats. Finish with two coats exterior semi-gloss enamel, oil base or latex.
 - (5) Interior wood: one coat primer, two coats interior semi-gloss enamel, oil base or latex.
 - (6) Interior gypsum wallboard walls: one coat primer, two coats interior eggshell enamel, oil base or latex.
 - (7) Interior gypsum wallboard ceilings: one coat white alkyd flat paint, finish coat is spray texture drywall product applied by drywall installer/finisher. (See Section 09250).
- E. Deliver all paint materials to site in unopened containers.
- F. Protect all adjacent surfaces during work. Clean paint spots from all unpainted surfaces. Remove and protect hardware, plates, lighting fixtures, and similar items.
- G. Upon completion, clean any surfaces where paint has been spilled, splashed, or spattered.

DIVISION 10 SPECIALTIES

10800 TOILET ACCESSORIES

- A. Provide all labor, materials, equipment and services required to furnish and install toilet accessories.
- B. Install grab bars with 1-1/2 inch diameter, 304 stainless steel with sanitary safety grip and concealed mounting allowing 1 1/2 inch clear hand space between inner face of grab bar and finish face of the wall. Grab bars must be able to support a 250 pound point load. Install where shown on drawings and in accordance with the requirements of the Americans with Disabilities Act (ADA).
- C. Manufacturers: Bobrick, or approved equal.
- D. Install toilet paper dispensers, paper towel dispensers, mirrors, and soap dispensers. Install in accordance with the requirements of the Americans with Disabilities Act (ADA).

ALUMINUM ATTIC ACCESS LADDER:

GRAINGER ATTIC LADDER OR EQUAL: 7'-0"-10'-3" 25.5"x54"- SEE DRAWING FOR LOCATION

OWNER PROVIDE ITEMS

- The following items will be provided by owner and are not included in the contract:
1. Appliances
 2. Metal Lockers
 3. Furniture
 4. Security System
 5. Room signage (other than handicap signage)
 6. TV screens



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door hardware

ALL DOORS WITH EGRESS OR ACCESS REQUIREMENTS MUST COMPLY WITH IBC1010.1.9

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Weight Room and Field House Addition
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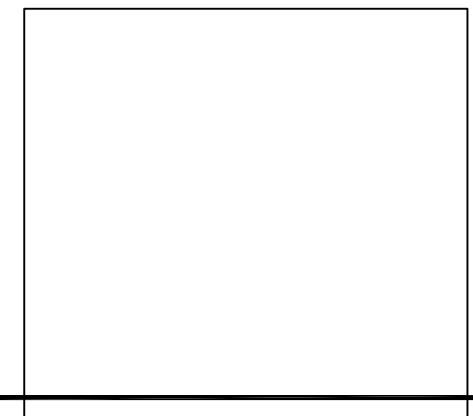
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Project Number: 2004
SHEET TITLE: Door Hardware



A0-10



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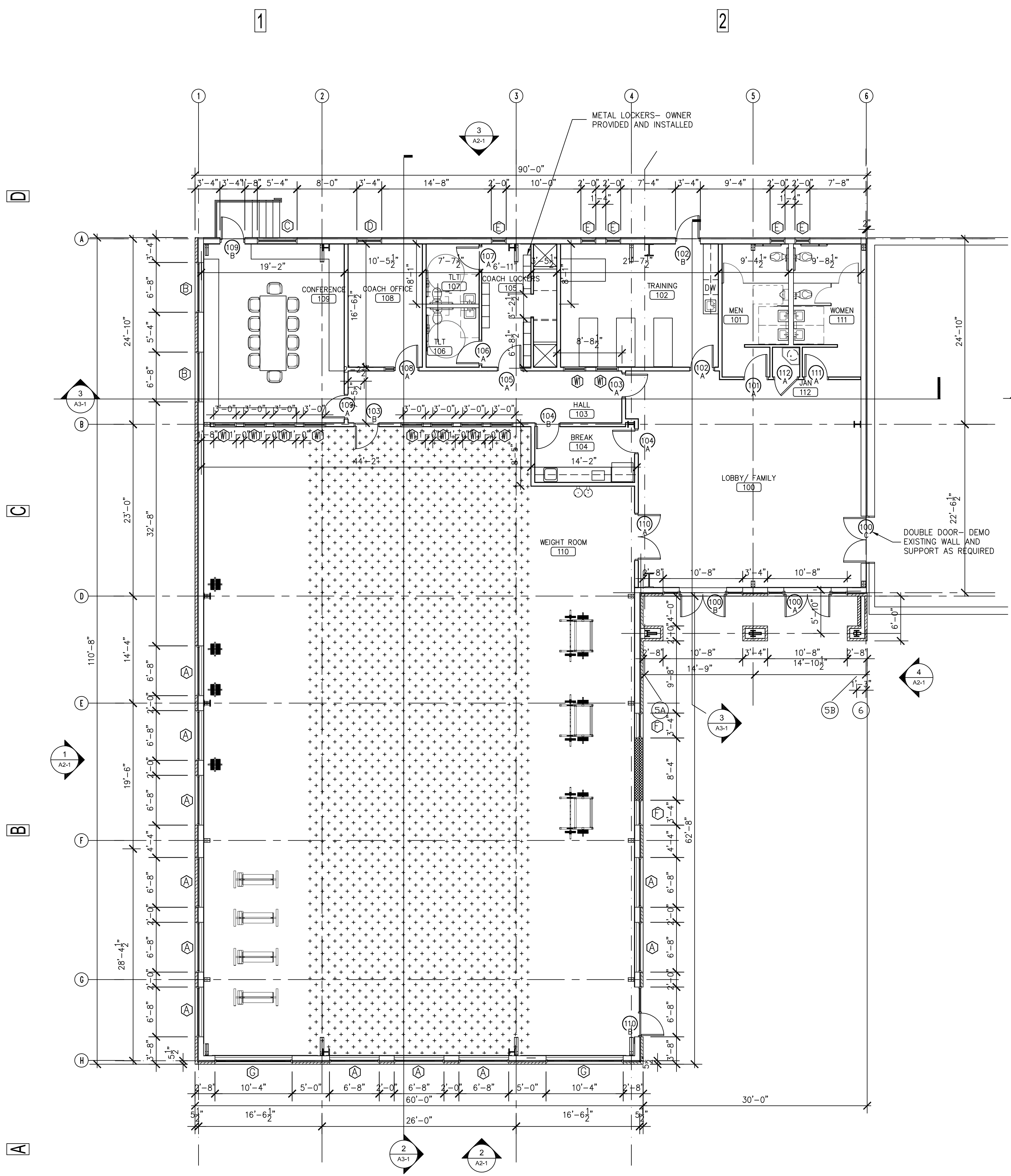
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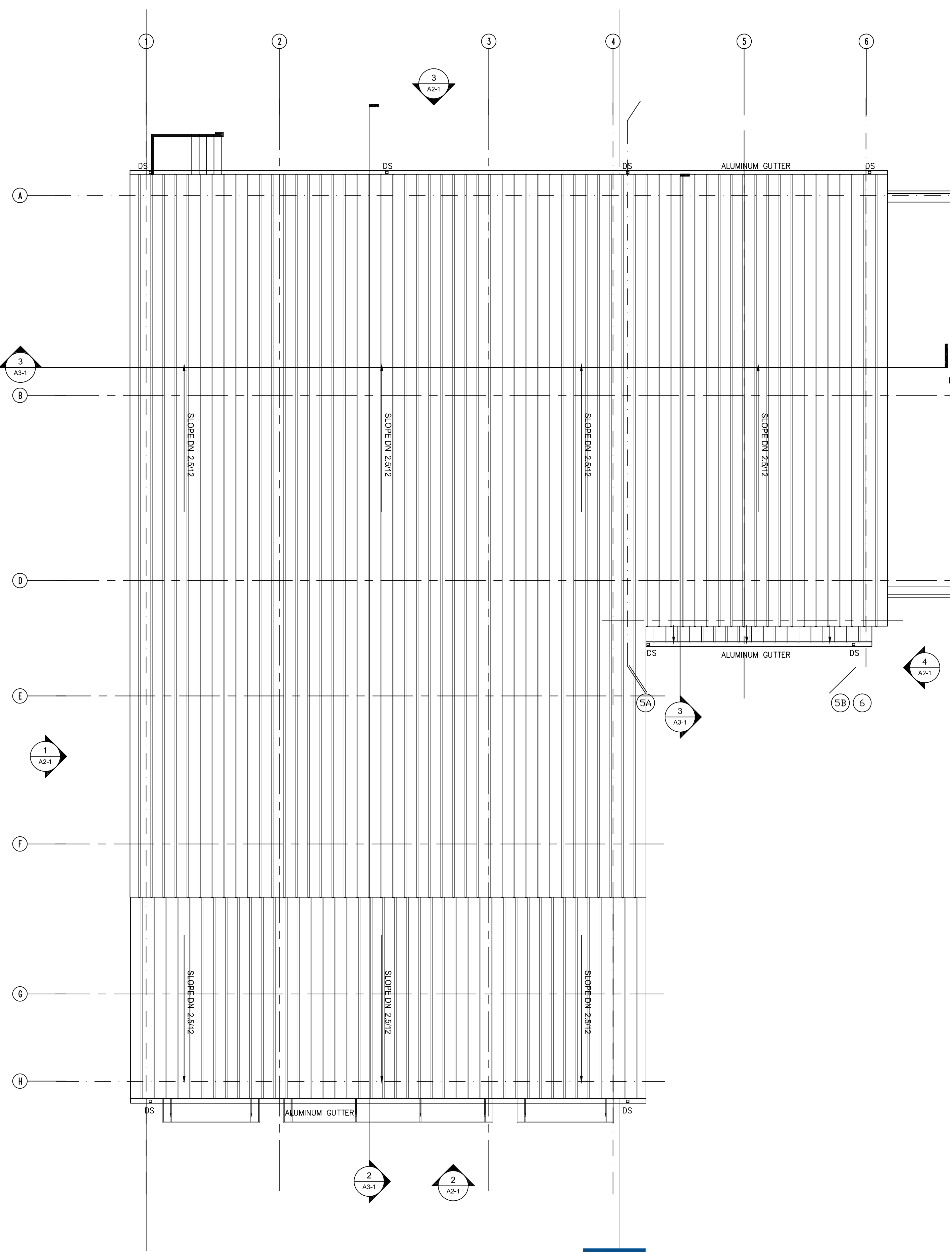
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DATE: 02.25.2023
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CHECKED BY: kcg
Project Number: 2102
SHEET TITLE: Floor Plan



A1-0



1 LOWER LEVEL FLOOR PLAN
1/8" = 1'-0"



2 ROOF PLAN
1/8" = 1'-0"



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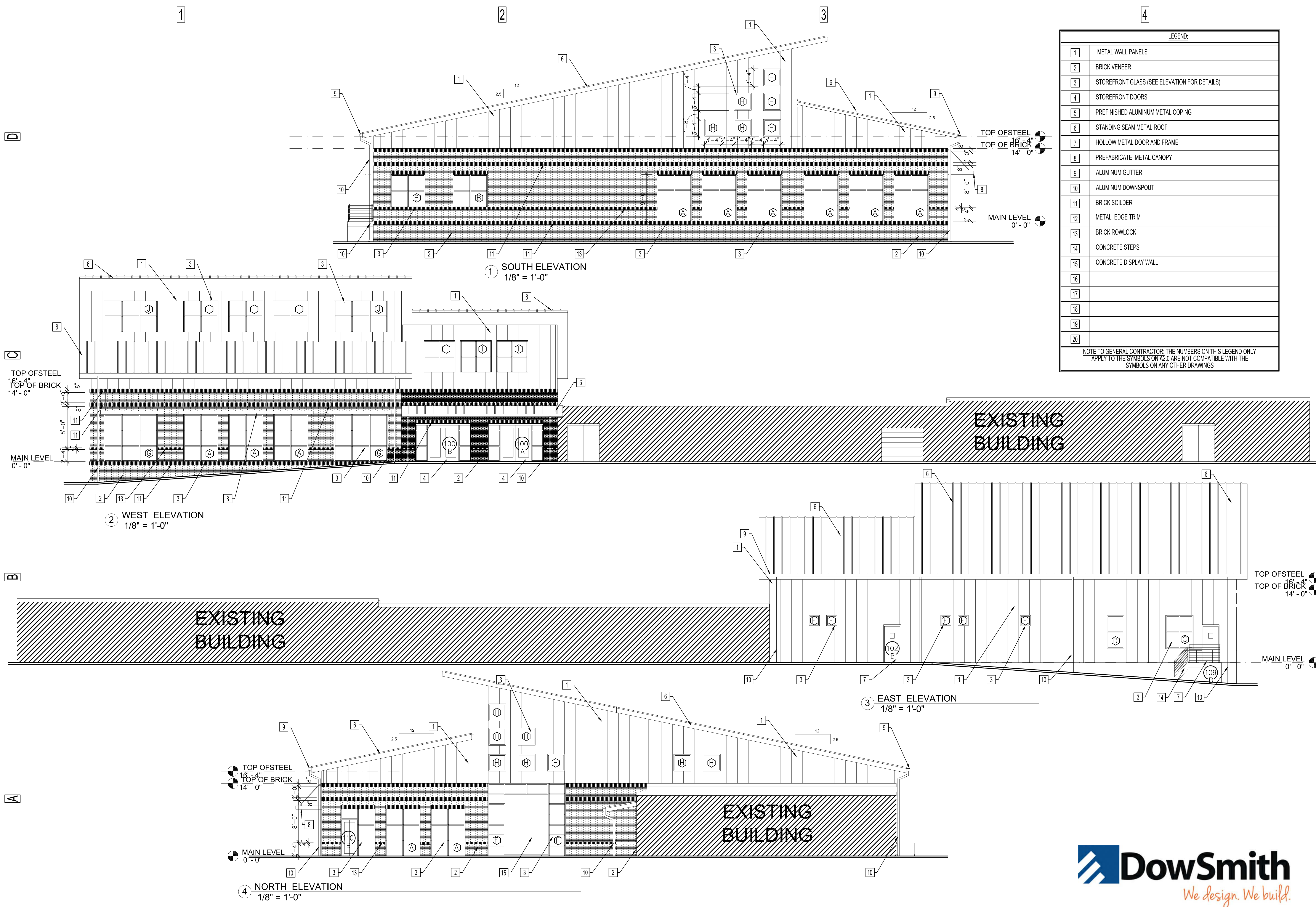
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LEGEND:	
1	METAL WALL PANELS
2	BRICK VENEER
3	STOREFRONT GLASS (SEE ELEVATION FOR DETAILS)
4	STOREFRONT DOORS
5	PREFINISHED ALUMINUM METAL COPING
6	STANDING SEAM METAL ROOF
7	HOLLOW METAL DOOR AND FRAME
8	PREFABRICATE METAL CANOPY
9	ALUMINUM GUTTER
10	ALUMINUM DOWNSPOUT
11	BRICK SOILDER
12	METAL EDGE TRIM
13	BRICK ROWLOCK
14	CONCRETE STEPS
15	CONCRETE DISPLAY WALL
16	
17	
18	
19	
20	

NOTE TO GENERAL CONTRACTOR: THE NUMBERS ON THIS LEGEND ONLY APPLY TO THE SYMBOLS ON A2.0 ARE NOT COMPATIBLE WITH THE SYMBOLS ON ANY OTHER DRAWINGS



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Project Number: 2004
SHEET TITLE: Elevations

A2-1

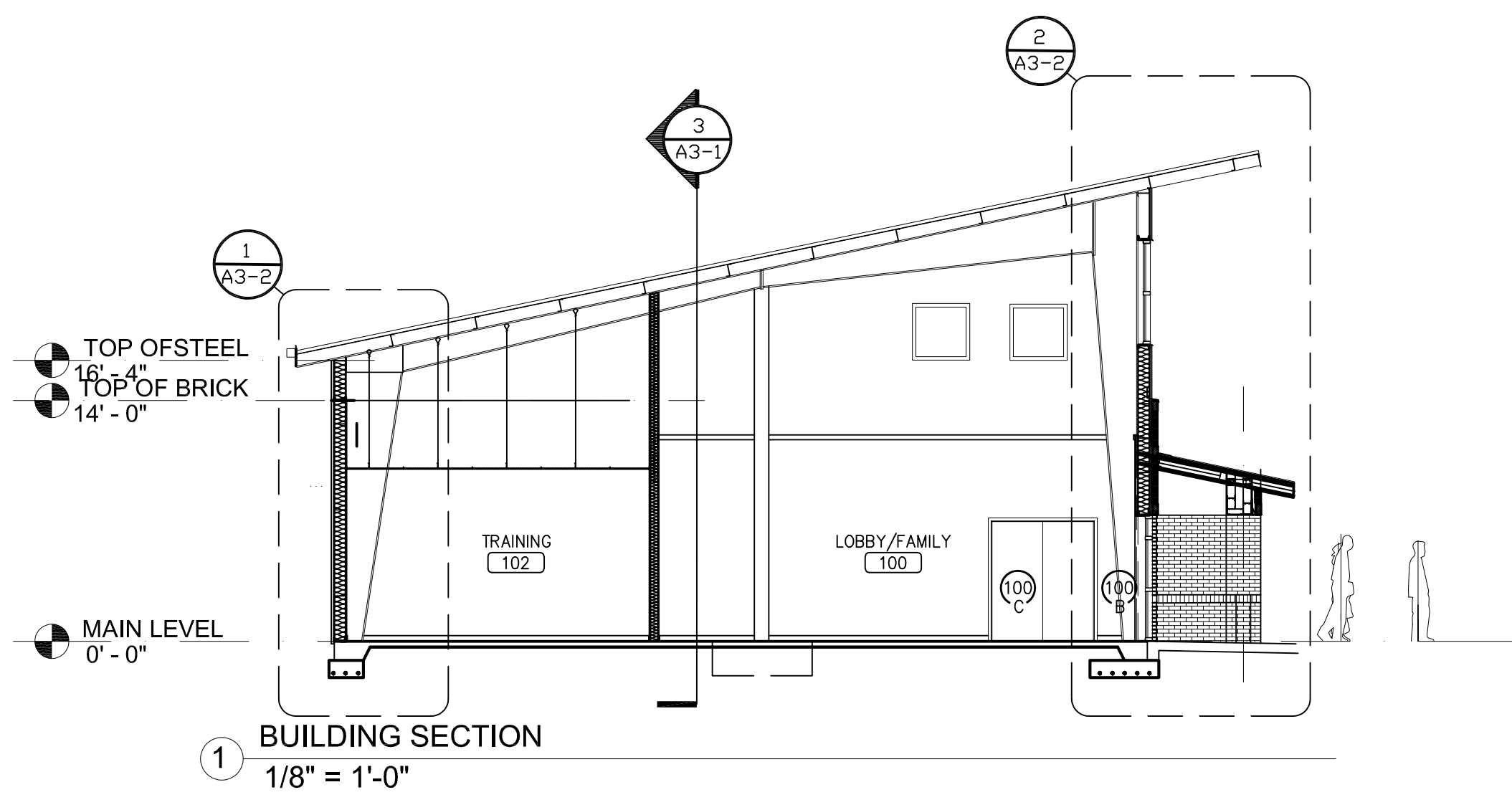
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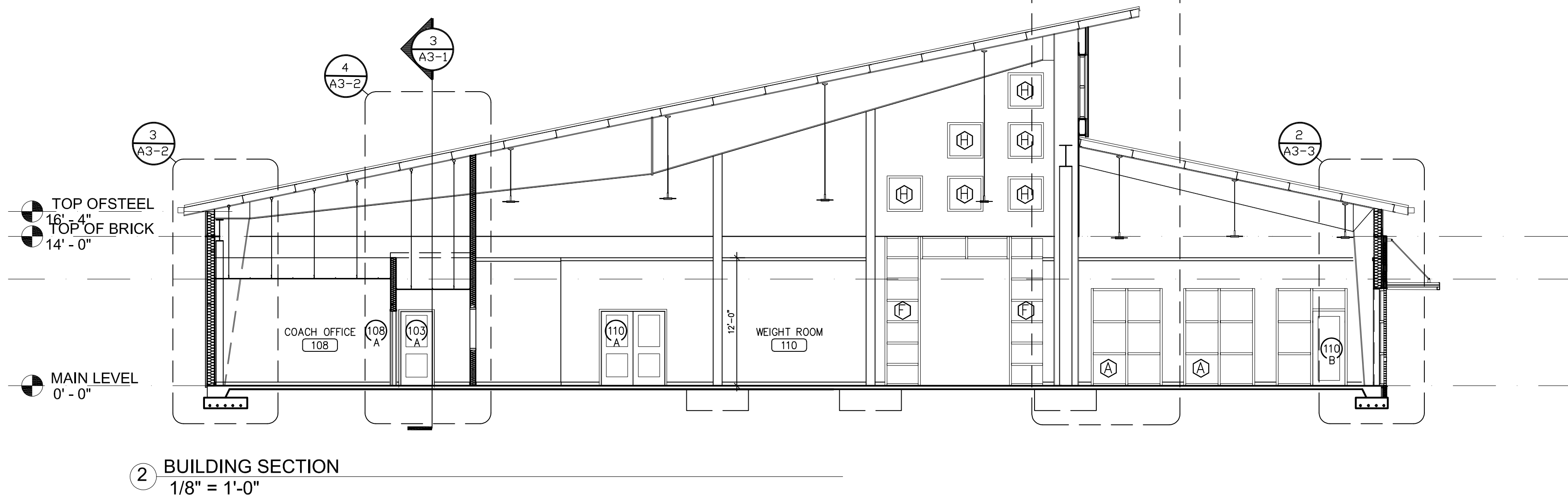
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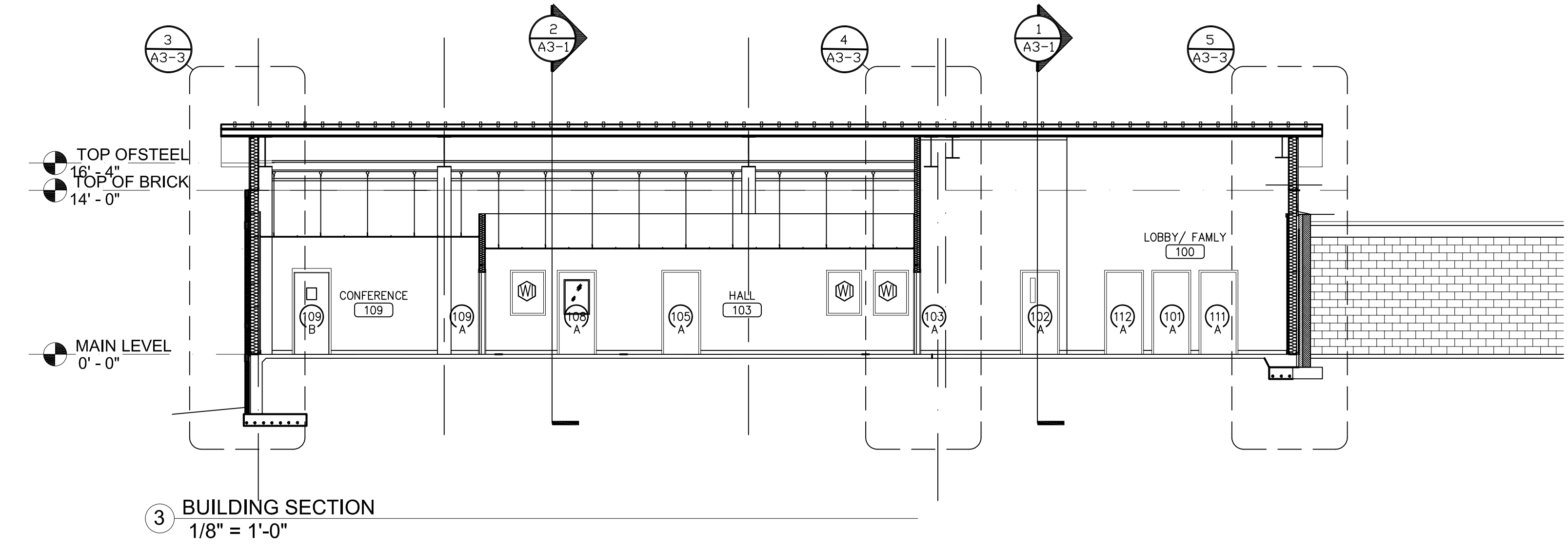
1 BUILDING SECTION
1/8" = 1'-0"

C



2 BUILDING SECTION
1/8" = 1'-0"

B



3 BUILDING SECTION
1/8" = 1'-0"

A

1

2

3

4



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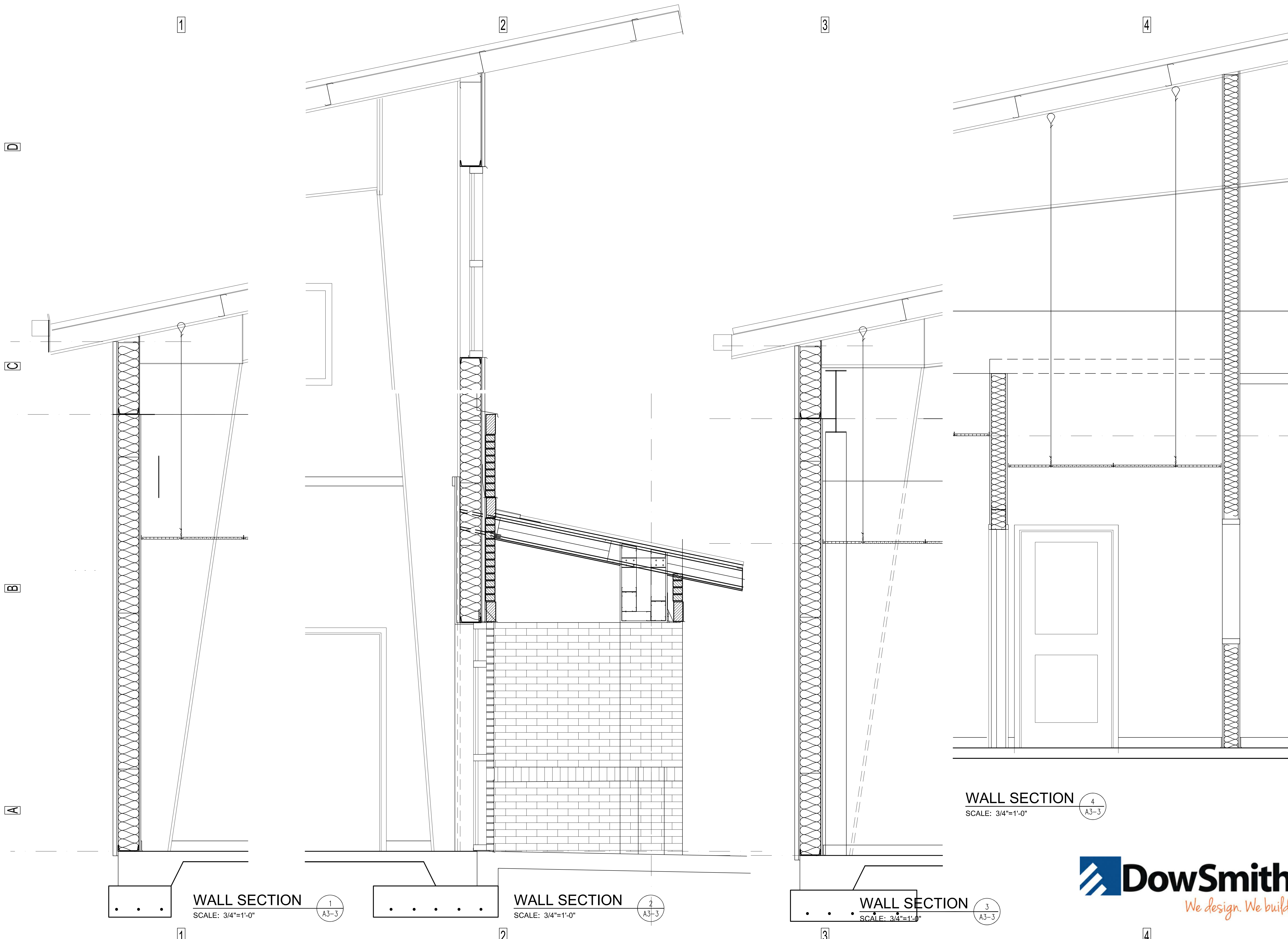
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 SHEET TITLE: BUILDING SECTIONS



A3-1

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WALL SECTION 1
SCALE: 3/4"=1'-0"

1
A3-3

WALL SECTION 2
SCALE: 3/4"=1'-0"

2
A3-3

WALL SECTION 3
SCALE: 3/4"=1'-0"

3
A3-3

WALL SECTION 4
SCALE: 3/4"=1'-0"

4
A3-3



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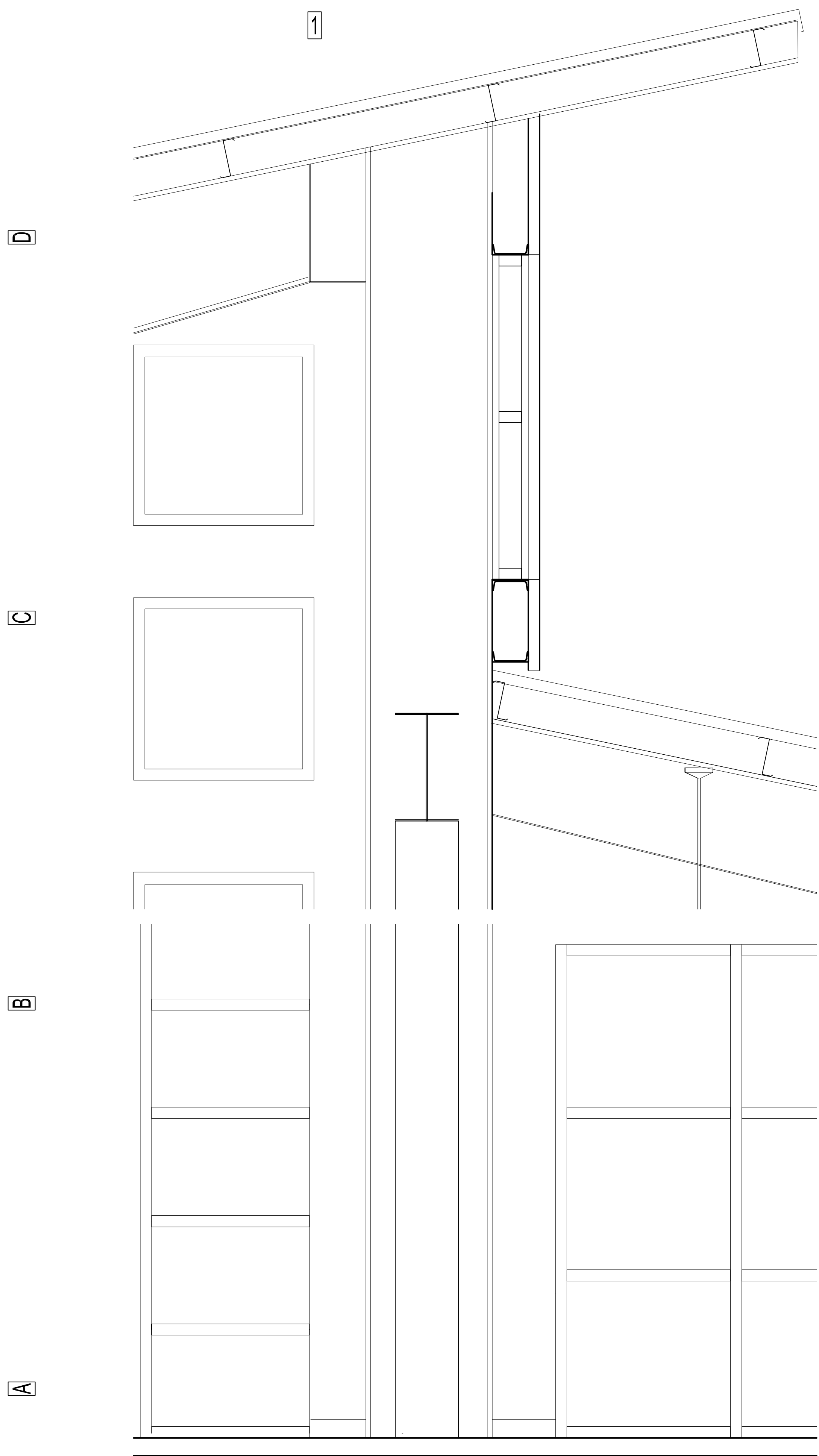
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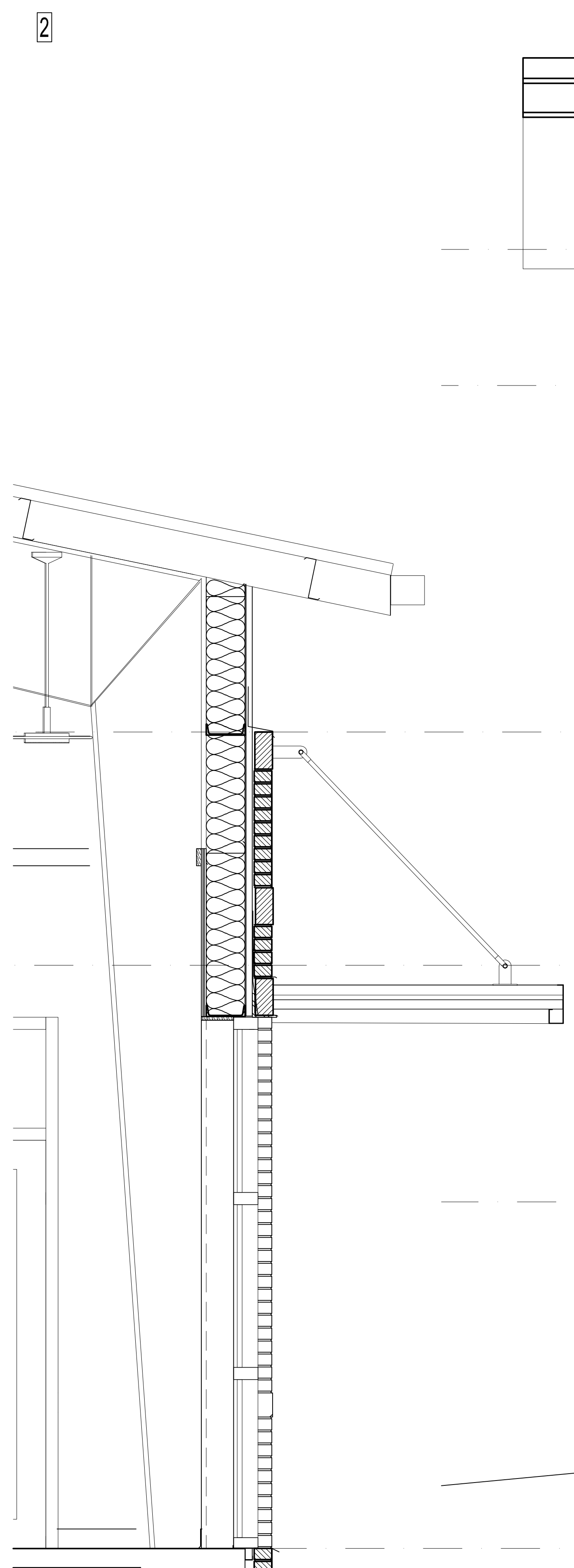
REVISION:	
REVISION:	
DATE:	02.25.2023
DRAWN BY:	kcg
CHECKED BY:	kcg
Project Number:	2004
SHEET TITLE:	WALL SECTIONS

A3-2



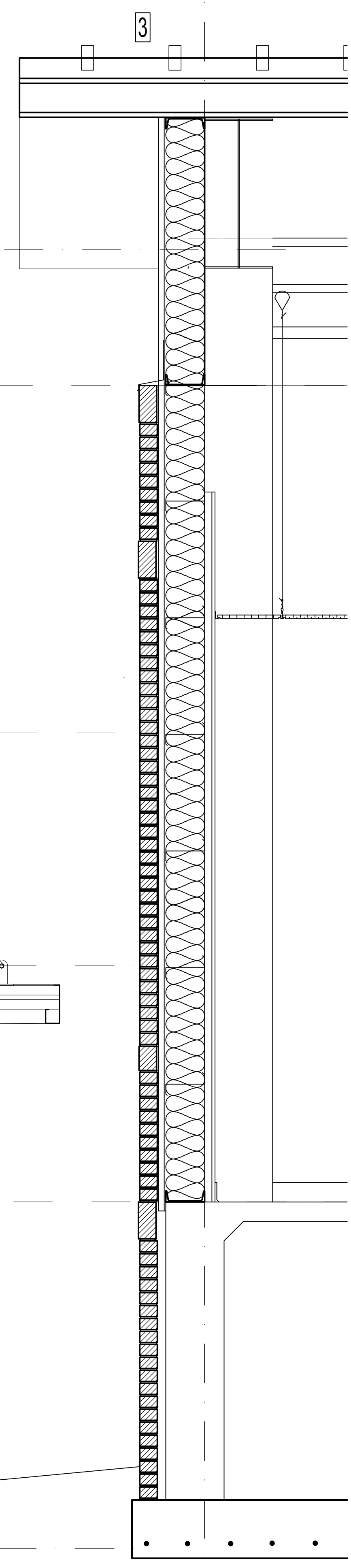
WALL SECTION
SCALE: 3/4"=1'-0"

1
A3-3



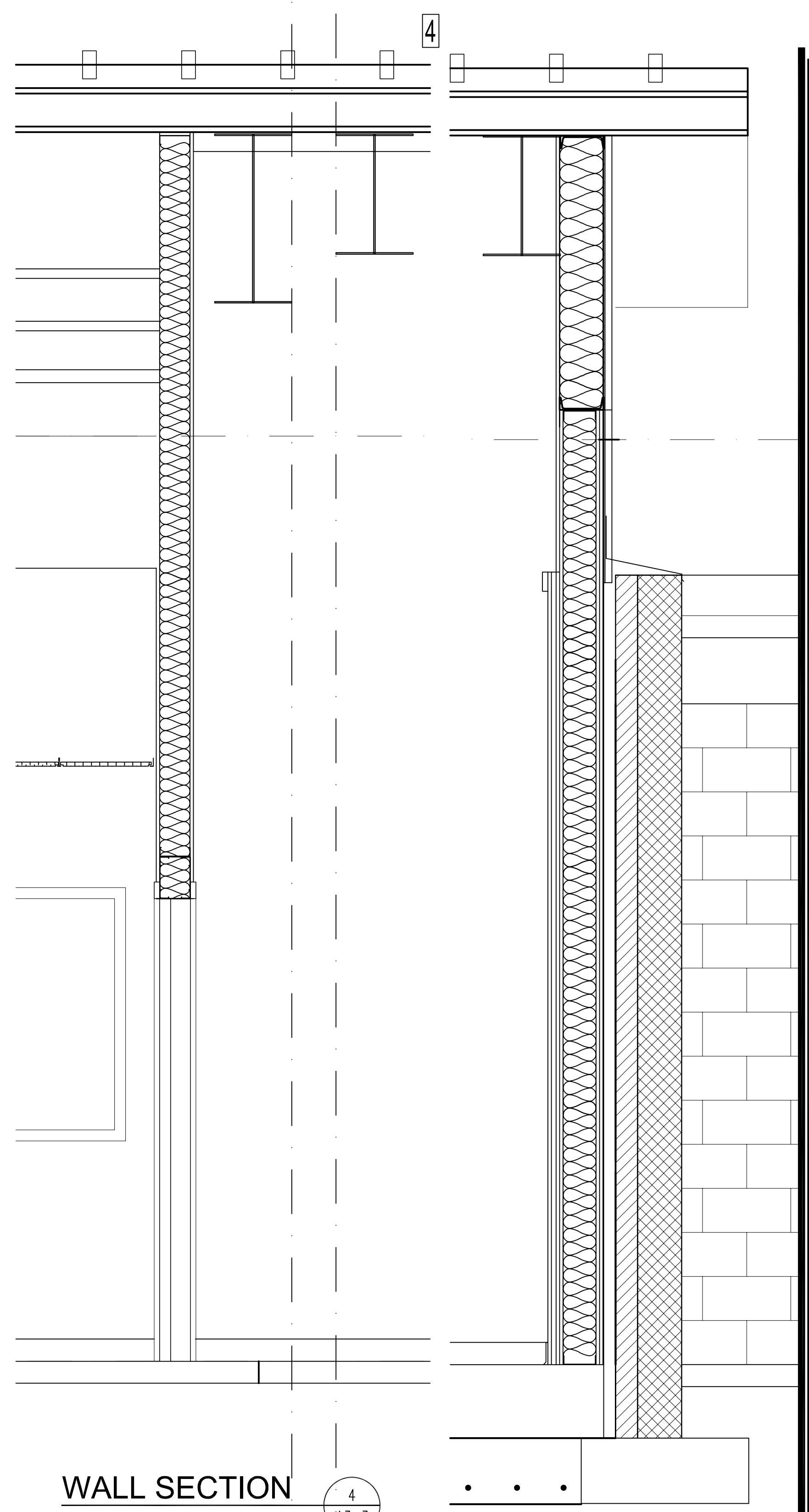
WALL SECTION
SCALE: 3/4"=1'-0"

2
A3-3



WALL SECTION
SCALE: 3/4"=1'-0"

3
A3-3



WALL SECTION
SCALE: 3/4"=1'-0"

4
A3-3

WALL SECTION
SCALE: 3/4"=1'-0"

5
A3-3



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REVISION:	
REVISION:	
DATE:	02.25.2023
DRAWN BY:	kcg
CHECKED BY:	kcg
Project Number:	2004
SHEET TITLE:	WALL SECTIONS



A3-3



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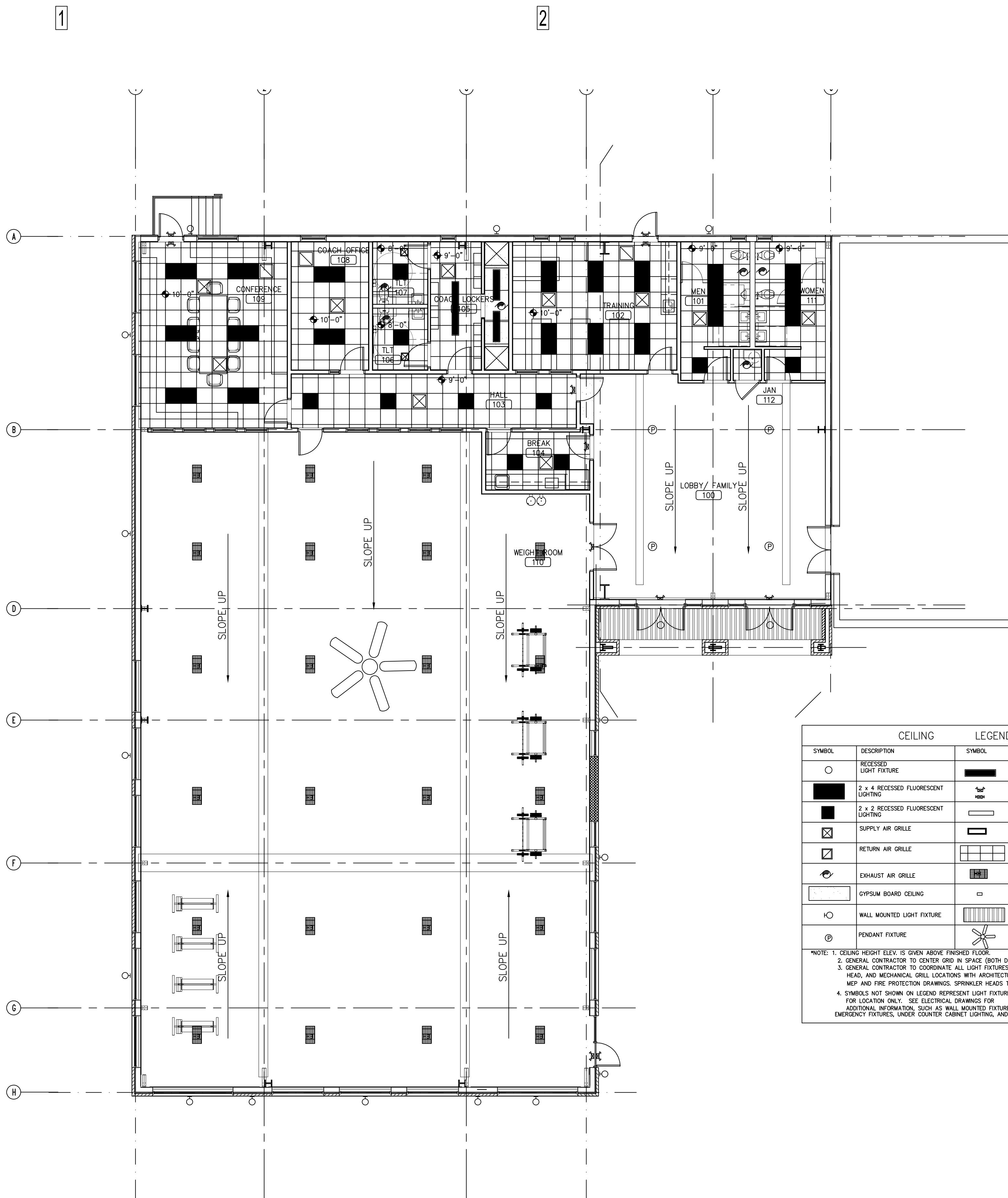
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REVISION: _____
REVISION: _____
DATE: 02.25.2023

DRAWN BY: kcg
CHECKED BY: kcg
Project Number: 2004
SHEET TITLE: Reflected Ceiling Plan



A4-1



CEILING		LEGEND	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
○	RECESSED LIGHT FIXTURE	■	1x 4 SURFACE MOUNTED LIGHT
■	2 x 4 RECESSED FLUORESCENT LIGHTING	⚡	EMERGENCY LIGHTS
■	2 x 2 RECESSED FLUORESCENT LIGHTING	—	BARE TUBE STRIP
⊠	SUPPLY AIR GRILLE	⊠	WALL BRACKET 1 X 3 FIXTURE
⊠	RETURN AIR GRILLE	⊠	2 X 2 LAY IN
⊠	EXHAUST AIR GRILLE	⊠	HIGH BAY FIXTURE
□	GYPSUM BOARD CEILING	□	EXIT PATH LIGHTS- SEE ELECTRICAL LIGHTING
○	WALL MOUNTED LIGHT FIXTURE	▨	VINYL SOFFIT
⊙	PENDANT FIXTURE	⊙	CEILING FAN

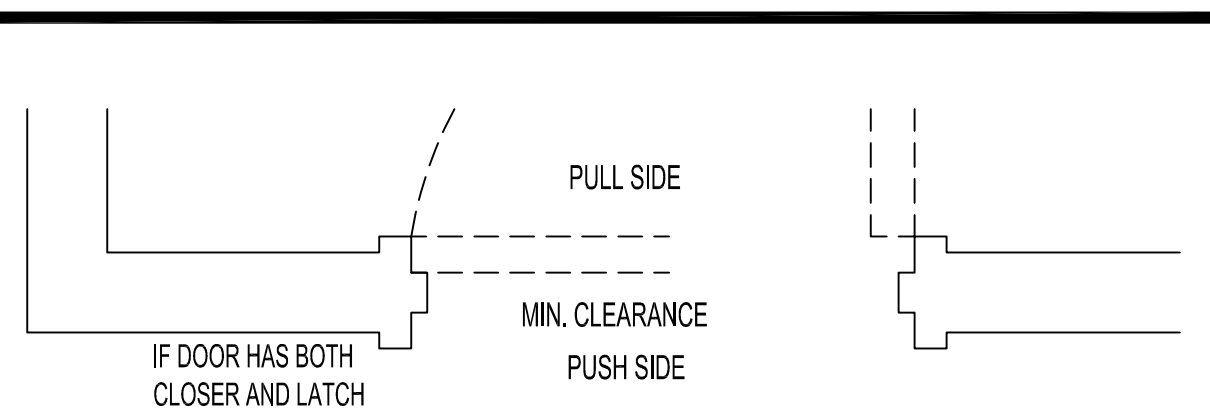
*NOTE: 1. CEILING HEIGHT ELEV. IS GIVEN ABOVE FINISHED FLOOR.
2. GENERAL CONTRACTOR TO CENTER GRID IN SPACE (BOTH DIRECTIONS).
3. GENERAL CONTRACTOR TO COORDINATE ALL LIGHT FIXTURES, SPRINKLER HEAD, AND MECHANICAL GRILLE LOCATIONS WITH ARCHITECTURAL DRAWINGS, MEP AND FIRE PROTECTION DRAWINGS. SPRINKLER HEADS TO LOCATE IN CENTER OF ACT.
4. SYMBOLS NOT SHOWN ON LEGEND REPRESENT LIGHT FIXTURES SHOWN FOR LOCATION ONLY. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION, SUCH AS WALL MOUNTED FIXTURES, WALL MOUNTED EMERGENCY FIXTURES, UNDER COUNTER CABINET LIGHTING, AND UP LIGHTING OF CANOPIES

DOOR		FRAME							LABEL	CLOSER	LARGE KICK PLATE	DOUBLE ACTING	LEVER LOCK SET	PASSAGE SET	LOCK SET	PUSH / PULL	PRIVACY SET	PANIC DEVICE	REMARKS
DOOR NO.	SIZE	TYP.	MAT.	FIN.	MAT.	JMB.	HD.	FIN.											
100A	3'-0" X 7'-0" X 1 3/4"	A*	AA	ANOD	AL	2"	4"	AA											PAIR
100B	3'-0" X 7'-0" X 1 3/4"	A*	AA	ANOD	AL	2"	4"	AA											PAIR
100C	3'-0" X 7'-0" X 1 3/4"	A	WD	ST	HM	5 3/4"	2"	PT											PAIR
101A	3'-0" X 7'-0" X 1 3/4"	A	WD	ST	HM	5 3/4"	2"	PT											
102A	3'-0" X 7'-0" X 1 3/4"	C	WD	ST	HM	5 3/4"	2"	PT											
102B	3'-0" X 7'-0" X 1 3/4"	E	HM	PTD	HM	5 3/4"	4"	PT											
103A	3'-0" X 7'-0" X 1 3/4"	A*	AA	ANOD	AL	2"	2"	AA											
103B	3'-0" X 7'-0" X 1 3/4"	C	WD	ST	HM	5 3/4"	2"	PT											
104A	3'-0" X 7'-0" X 1 3/4"	C	WD	ST	HM	5 3/4"	2"	PT											
104B	3'-0" X 7'-0" X 1 3/4"	C	WD	ST	HM	5 3/4"	2"	PT											
105A	3'-0" X 7'-0" X 1 3/4"	A	WD	ST	HM	5 3/4"	2"	PT											
106A	3'-0" X 7'-0" X 1 3/4"	A	WD	ST	HM	5 3/4"	2"	PT											
107A	3'-0" X 7'-0" X 1 3/4"	A	WD	ST	HM	5 3/4"	2"	PT											
108A	3'-0" X 7'-0" X 1 3/4"	F	WD	ST	HM	5 3/4"	2"	PT											
109A	3'-0" X 7'-0" X 1 3/4"	B	WD	ST	HM	5 3/4"	2"	PT											
109B	3'-0" X 7'-0" X 1 3/4"	E	HM	PTD	HM	5 3/4"	4"	PT											
110A	3'-0" X 7'-0" X 1 3/4"	A*	AA	ANOD	AL	2"	2"	AA											
110B	3'-0" X 7'-0" X 1 3/4"	A*	AA	ANOD	AL	2"	2"	AA											
111A	3'-0" X 7'-0" X 1 3/4"	A	WD	ST	HM	5 3/4"	2"	PT											
112A	3'-0" X 7'-0" X 1 3/4"	A	WD	ST	HM	5 3/4"	2"	PT											

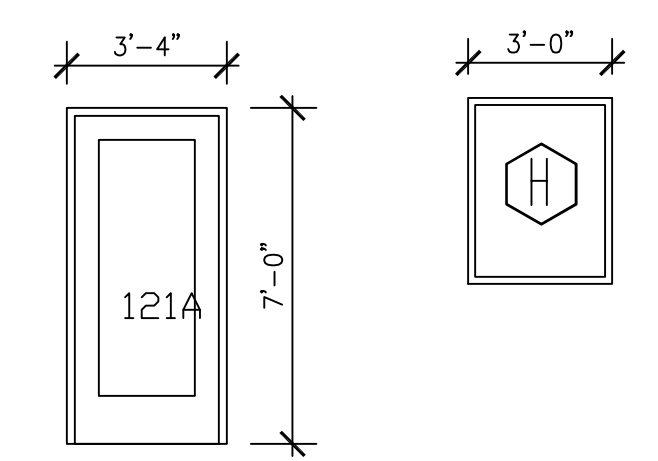
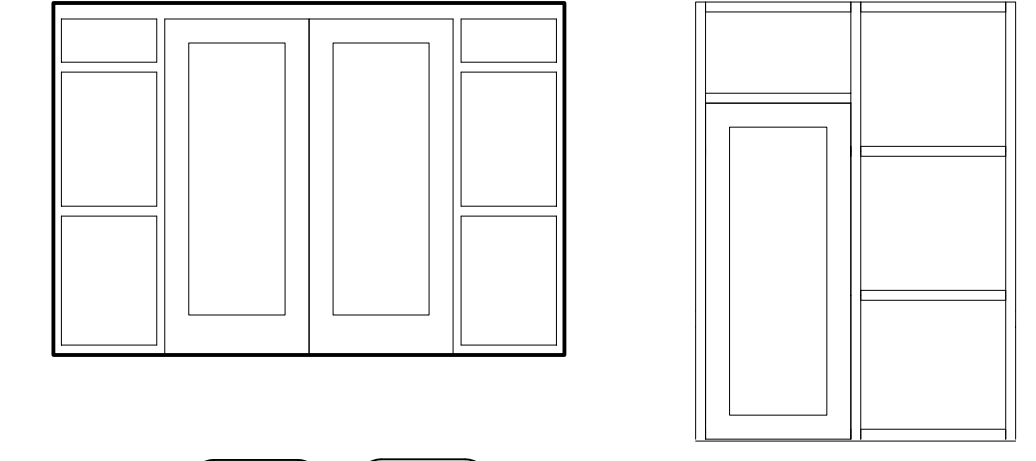
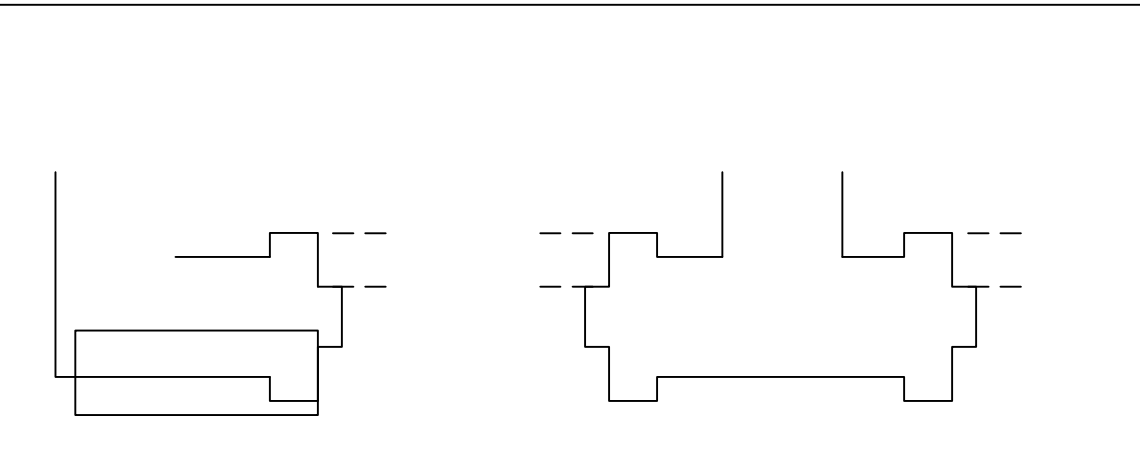
SEE A0-12 SPECS FOR
HARDWARE SCHEDULE INFO

DOOR & HARDWARE
FIRST FLOOR SCHEDULE

TYPICAL ACCESSIBILITY REQUIREMENT

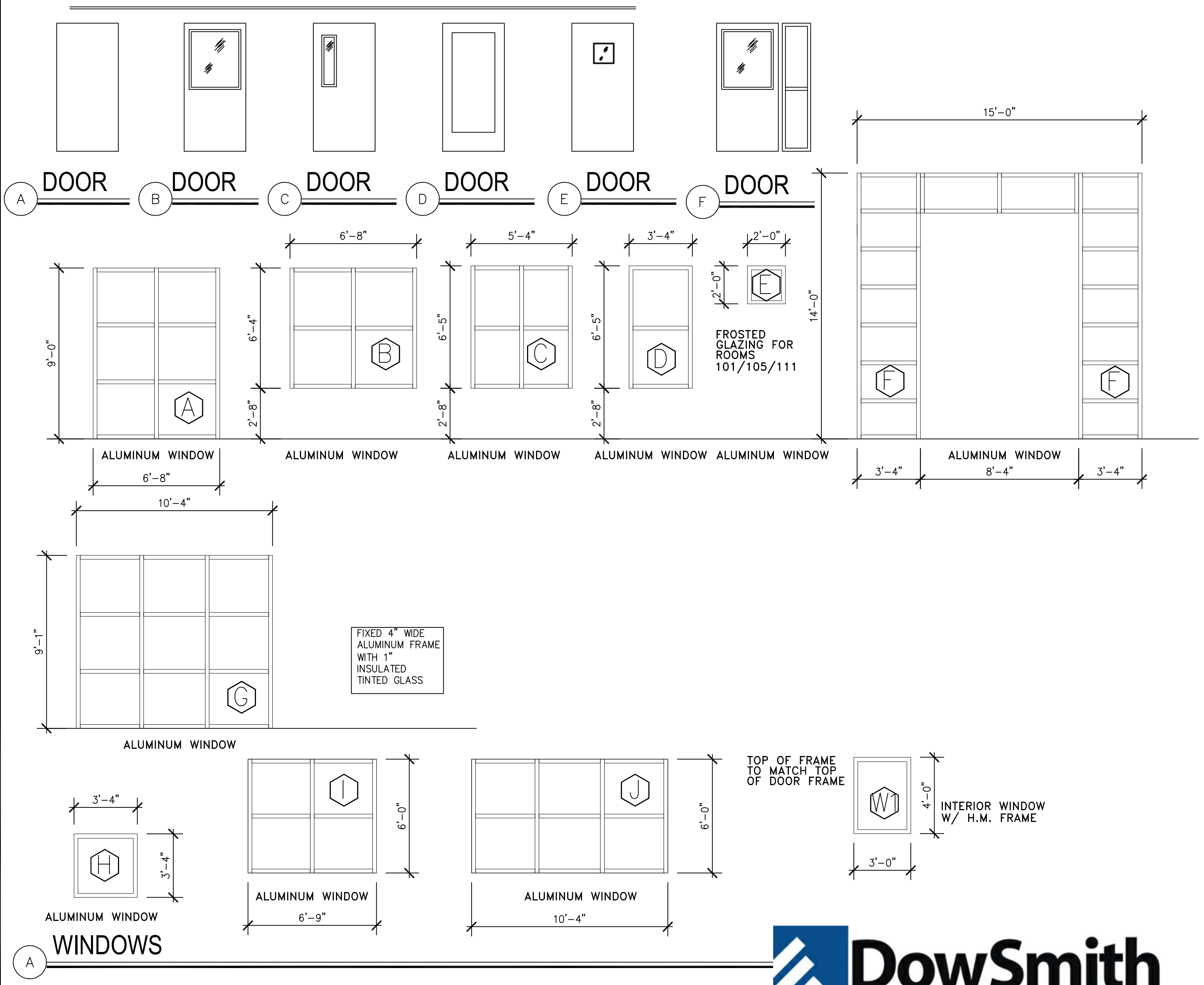


TYPICAL DOOR JAMB CONDITIONS



STOREFRONT DOORS

DOOR AND WINDOW TYPES



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REVISION: REV 1 01/20/2021
REVISION:
DATE: 02.26.2023
DRAWN BY: kcg
CHECKED BY: kcg
Project Number: 2004
SHEET TITLE: Enlarged Plans



1

2

3

4

GENERAL NOTES

A. GENERAL

- CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE CONTRACT DOCUMENT FINISH PLANS AND REPORT AT ONCE TO THE PROJECT ARCHITECT ANY INCONSISTENCY OR OMISSION HE MAY DISCOVER.
- DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT/DESIGNER BEFORE CONTINUING WITH CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY ARCHITECT/DESIGNER OF ITEMS REQUIRING FINISH SELECTIONS THAT ARE NOT CLARIFIED IN THE CONTRACT DOCUMENTS OR IN THE PROJECT SPECIFICATIONS. PROJECT ARCHITECT/DESIGNER SHALL DETERMINE IF SAID FINISHES BE SELECTED FROM THE SHOP DRAWINGS AND/OR SAMPLES BE MATCHED AS REQUIRED.

FLOORING TRANSITIONS

- ALL FLOORING TRANSITIONS SHALL OCCUR AT THE CENTERLINE OF THE DOOR UNLESS OTHERWISE DESIGNATED BY FLOOR TRANSITION SYMBOLS ON THE FLOOR PATTERN PLAN.
- FLOOR MATERIAL TRANSITION STRIPS ARE AS FOLLOWS:
TILE TO CARPET: SCHLUTER, RENO-TK.
USE RENO-TK (RADIUS) ON SECOND FLOOR ADULT COMMONS AREA TILE TO CARPET.
- SECURE A 1/4" BACKERBOARD (USG FIBERBOARD) TO THE PLYWOOD AND METAL PAN. PROVIDE TEC, ONE FLEX, FLEXIBLE MORTAR FOR TILE WITH REGULAR GROUT.

BASE MATERIALS

- BASE MATERIALS ARE NOTED ON THE FINISH SCHEDULE.

PAINT

- SEE SPECIFICATIONS FOR EXPLANATIONS OF PAINT SYSTEMS TO BE USED IN DIFFERENT LOCATIONS.

WINDOWS, DOORS, FRAMES, ACCESS PANELS AND GRILLES

- ALL METAL ACCESS DOORS, ELECTRICAL PANELS, RECESSED CABINET FACES, HVAC REGISTERS, GRILLS, ETC. SHALL BE PAINTED TO MATCH ADJACENT WALL COLOR UNLESS LOCAL CODES REQUIRES OTHERWISE.
- INTERIOR HOLLOW METAL DOOR FRAMES AND VIEW WINDOW FRAMES SHALL BE PAINTED. REFER TO FINISH SCHEDULE FOR COLOR.
- IN THE CASE WHERE A DOOR FRAME RECEIVES A GIVEN COLOR ON ONE SIDE OF THE DOOR AND ANOTHER COLOR ON THE OPPOSITE SIDE, THE TRANSITION SHALL OCCUR ON THE INSIDE CORNER OF THE JAMB STOP.

MILLWORK

- STAIN SHALL MATCH DESIGNER'S SAMPLE. PROVIDE SAMPLE FOR APPROVAL DURING SHOP DRAWING PHASE.

CASEWORK

- REFER TO CASEWORK FINISHES ON THE FINISH SCHEDULE, SHT. A-4.0.

COUNTER SURFACE MATERIALS

COUNTER SURFACES TO BE PLASTIC LAMINATE BY WILSON ART/ FORMICA OR EQUAL AS SELECTED BY OWNER

MIRRORS

MIRRORS IN RESTROOMS SHALL BE AS DESIGNATED ON MILLWORK ELEVATIONS

CEILINGS

- CEILING HEIGHTS ARE SHOWN ON THE ARCHITECTURAL REFLECTED CEILING PLANS. CEILING FINISHES ARE SHOWN ON FINISH SCHEDULE AND LISTING, SHT A7.1.
- CEILING ACCESS PANELS, HVAC REGISTERS AND GRILLS TO MATCH CEILING UNLESS OTHERWISE NOTED.

ALL CEILING FINISHES TO MEET CLASS C FIRE CLASSIFICATION.

ROOM FINISH SCHEDULE

NO.	ROOM NAME	FLRS.	BASE	CLG.	CEILING HEIGHT	WALLS	CABINETS	COUNTER-TOPS	REMARKS
100	LOBBY	A	A	-	VARIES	A/B			EXPOSED DRY FALL CEILING
101	MEN	A	A	A	10'-0"	C			METAL TLT PARTITIONS
102	TRAINING	A	A	A	10'-0"	C	A	B	
103	HALL	A	A	A	9'-0"	A/B			
104	BREAK	A	A	A	10'-0"	A/B	A	B	
105	COACH LOCKERS	A	A	A/B	10'-0"	C			
106	TOILET	A	A	A	8'-0"	C			
107	TOILET	A	A	A	8'-0"	C			
108	COACH OFFICE	A	A	A	10'-0"	A/B			
109	CONFERENCE	A	A	A	10'-0"	A/B		B	
110	WEIGHT	B	A	-	VARIES	C			EXPOSED DRY FALL CEILING
111	WOMEN	A	A	A	10'-0"	C			METAL TLT PARTITIONS
112	JANITOR	C	A	A	8'-0"	C			

REFERENCE:

FLOORS:

A. LUXURY VINYL TILE
 B. SPECIALTY FLOORING
 C. SEALED CONCRETE

BASE MOULDING:

A. ROPPE 4"

CEILING:

A. 2' X 2' ACOUSTICAL SUSPENDED CEILING TILE WITH STANDARD WHITE GRID- / WITH BATT INSULATION ON TOP FOR SOUND- SEE SPECS (770 ARMSTRONG-ORTEGA)
 B. GYP. BOARD CEILING- PTD

WALLS:

A. STANDARD LATEX PAINT: SHERWIN WILLIAMS- EGGSHELL-SW-7064 PASSIVE
 B. STANDARD LATEX ACCENT PAINT: SHERWIN WILLIAMS, EGGSHELL FINISH
 C. EPOXY PAINT: SHERWIN WILLIAMS,

CABINETS

A. CABINET FRONTS, FINISHED ENDS, AND DOORS SHALL BE LAMINATED WITH WILSONART/ FORMICA

COUNTERTOPS:

B. COUNTERTOPS, BACKSPASHES, AND LOBBY BENCH END TABLES SHALL BE LAMINATED WITH WILSONART/ FORMICA

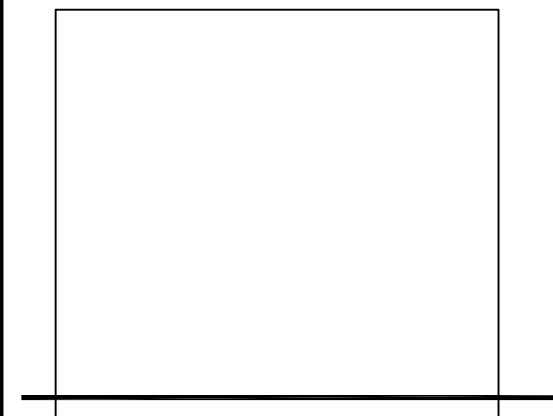
COLORS TO BE SELECTED BY OWNER/ CONTRACTOR

SIGNAGE TO BE SELECTED BY OWNER.

-  LUXURY VINYL TILE
-  SPECIALTY FLOORING
-  SEALED CONCRETE



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 100 Bulldog Drive
 Smyrna, Tennessee 37167

REVISION: REV 1 11.01.2021
 REVISION: REV 2 11.17.2021
 DATE: 02.25.2023

DRAWN BY: kcg
 CHECKED BY: kcg
 Project Number: 2004
 SHEET TITLE: Finish Schedule



A6-1

A

B

C

D

1

2

3

4

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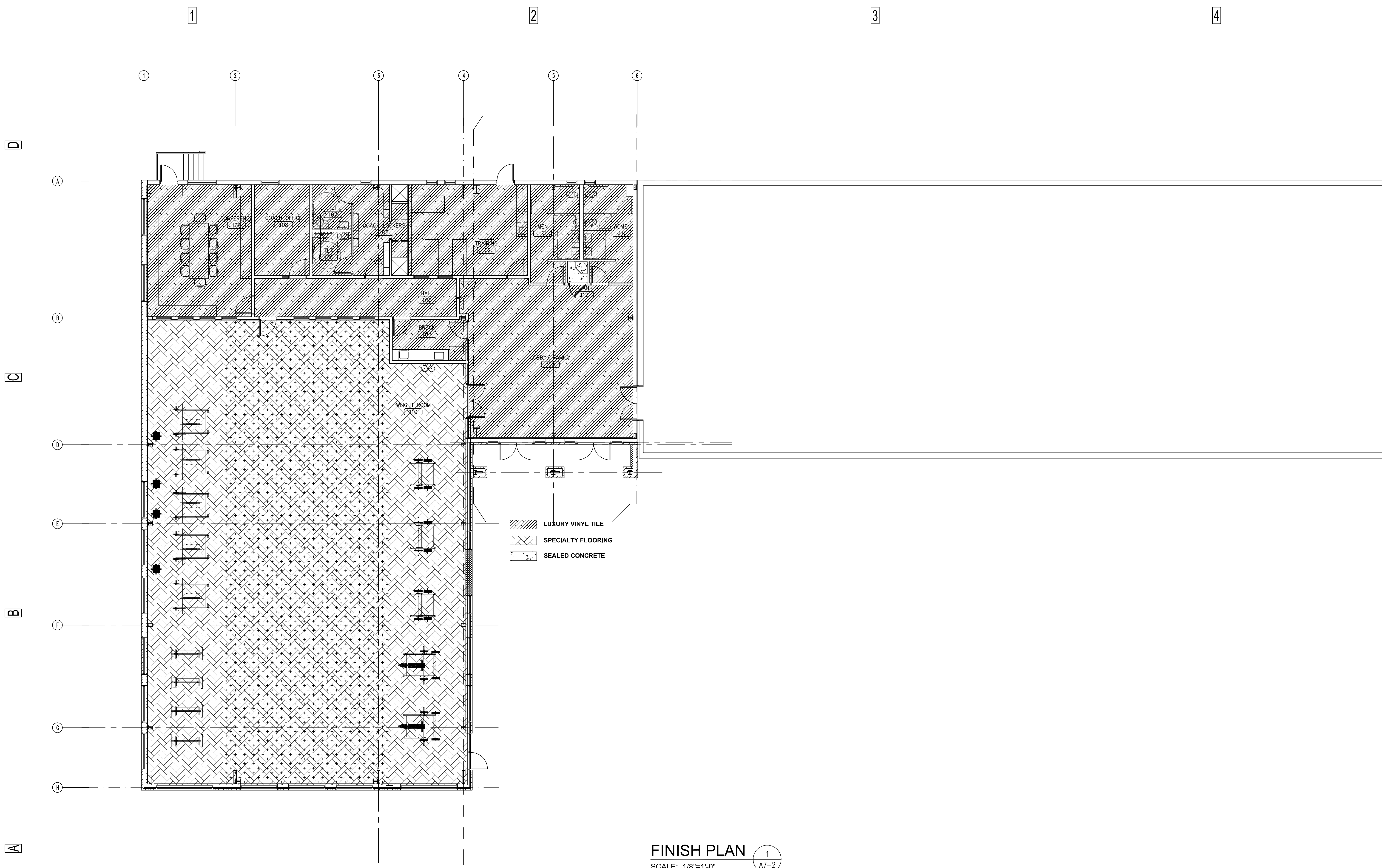
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Smymra, Tennessee 37167

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REVISION: _____
REVISION: _____
DATE: 02.25.2023
DRAWN BY: kcg
CHECKED BY: kcg
Project Number: 2004
SHEET TITLE: Finish Plan



A6-2



FINISH PLAN
SCALE: 1/8"=1'-0" 1
A7-2

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SHEETS INTENTIONALLY OMITTED: 53-76, 97-99
 SHEET NUMBERS CONTAINING "I", "O" AND "Q" INTENTIONALLY OMITTED

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING

RUTHERFORD COUNTY

SR-268
 FROM S.R. 1 (US 41/70S) (NORTHWEST BROAD STREET)
 TO S.R. 10 (IA) (MEMORIAL BOULEVARD)

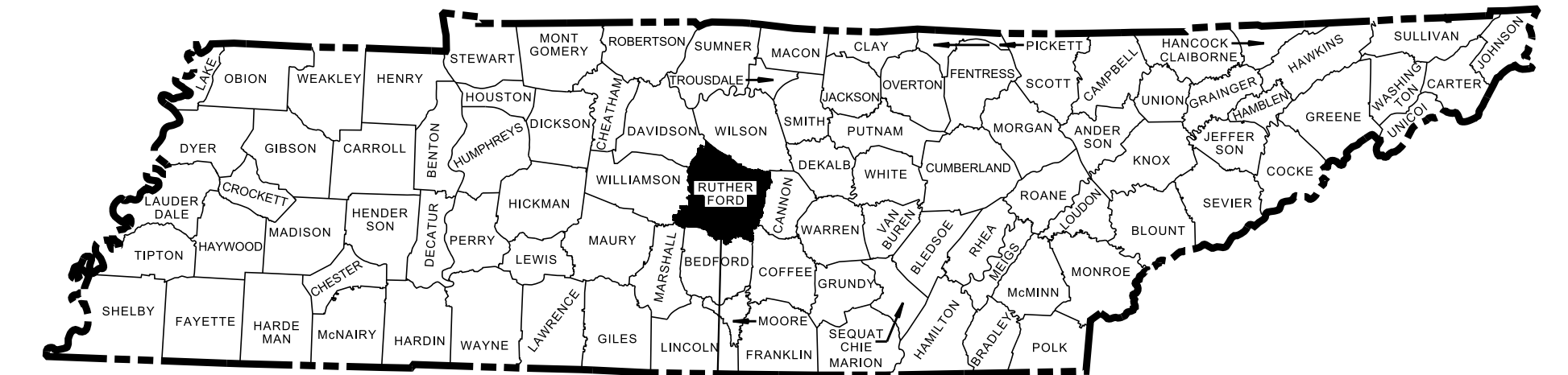
RIGHT-OF-WAY

STATE HIGHWAY NO. 268, 10, 1 F.A.H.S. NO. 41, 70S

DOES THIS PROJECT QUALIFY FOR UTILITY CHAPTER 86	YES X	NO
WORK ZONE SIGNIFICANCE DETERMINATION	SIGNIFICANT	
PER FHWA (FORM A)	YES	NO X
PER TDOT (FORM B)	YES	NO X

TENN.	YEAR	SHEET NO.
	2019	1
FED. AID PROJ. NO.	STP-M-268(4)	
STATE PROJ. NO.	75078-2206-54	

REV. 12/20/19 : DELETED TRAFFIC CONTROL SHEETS FROM THE R.O.W. INDEX. CHANGED OMITTED SHEET NUMBERS.
 REV. 5/10/21 : ADDED SHEET 27A TO INDEX.
 REV. 7/28/21 : ADDED SHEET 2D1 TO INDEX. MODIFIED MAINLINE XS SHEETS AND SIDEROAD XS SHEETS NUMBERS.
 REV. 3/2/22 : UPDATED SHEET NUMBERS FOR XS & TYPICAL SECTIONS. ADDED SHEET 2E.



PROJECT LOCATION

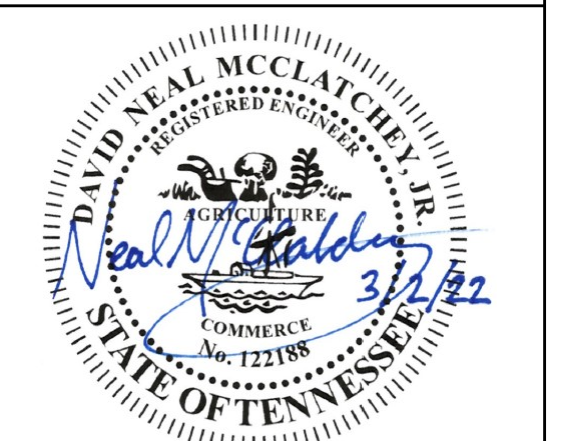
NO EXCLUSIONS

BRIDGE ID. # 75F00050005
 BRIDGE LOCATOR # 75-SR268-0.84



R.O.W.
 PLANS

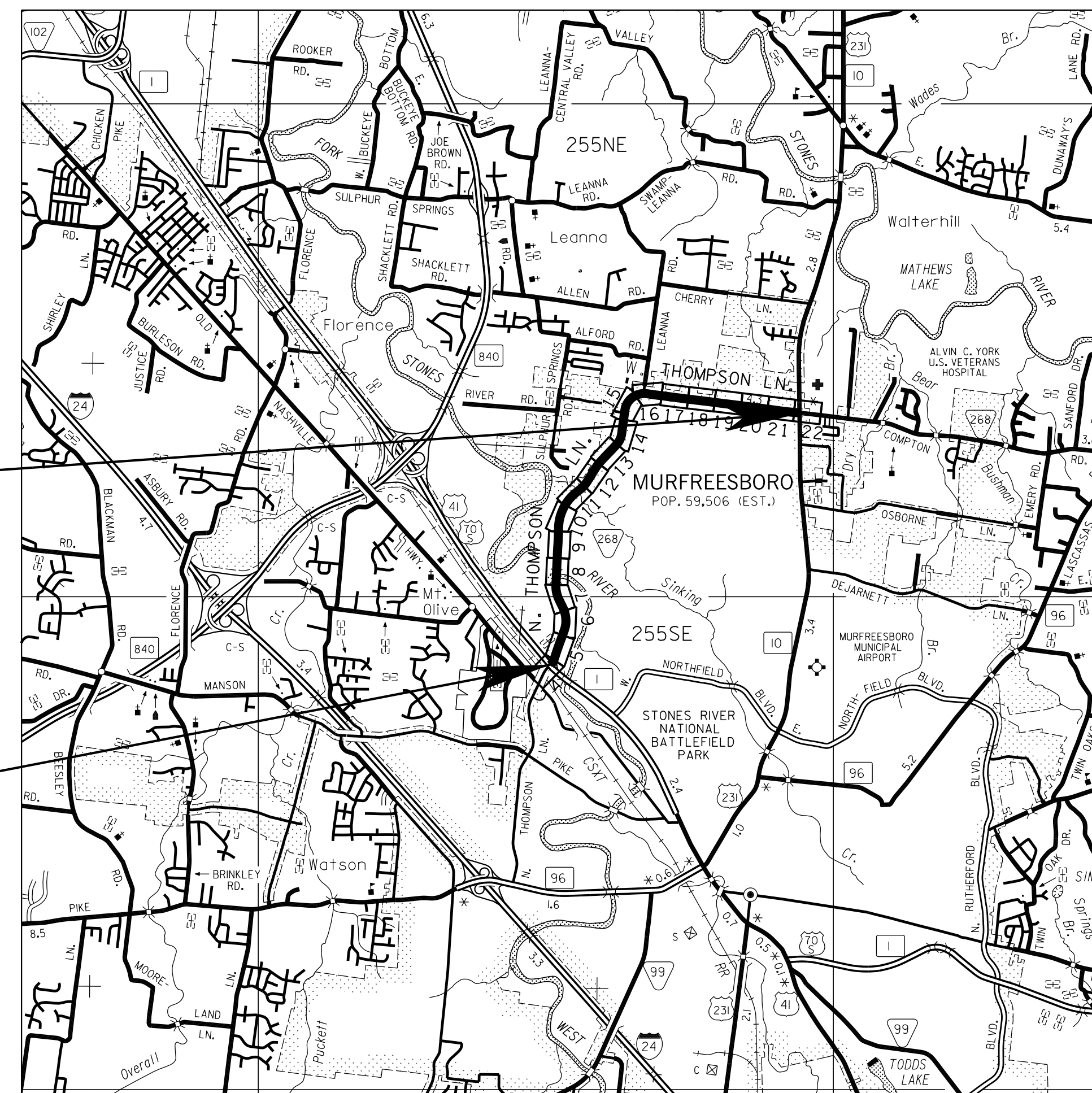
SEALED BY



APPROVED: *Paul D. Degges*
 PAUL D. DEGGES, CHIEF ENGINEER

DATE: _____

APPROVED: *Clay Bright*
 CLAY BRIGHT, COMMISSIONER



SCALE: 1"= 1 MILE

R.O.W. LENGTH	4.224 MILES
ROADWAY LENGTH	4.310 MILES
BRIDGE LENGTH	0.076 MILES
BOX BRIDGE LENGTH	0.007 MILES
BOX BRIDGE LENGTH	0.000 MILES ▲
PROJECT LENGTH	4.393 MILES

▲ Not included in the project length (Non Riding Surface).

SURVEY 03-14-14	TRAFFIC DATA	
UPDATE 09-10-18	ADT (2020)	17,810
	ADT (2040)	24,920
	DHV (2040)	3,007
	D	60 - 40
	T (ADT)	3 %
	T (DHV)	2 %
	V	50 MPH

COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 03.

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

APPROVED: _____
 DIVISION ADMINISTRATOR DATE

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2015 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

TDOT TRANSPORTATION PROJECT SPECIALIST SUPVR. 2 : JIM BIVENS, PE

DESIGNED BY : WISER CONSULTANTS

DESIGNER : NEAL MCCLATCHEY, PE CHECKED BY CYRUS WISER, PE

P.E. NO. 75078-1206-54 (DESIGN)

PIN NO. 115906.00

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2022	STP-M-268(4)	2E

ENVIRONMENTAL NOTES

SUBSECTION 1 – ENVIRONMENTAL GENERAL NOTES

ENVIRONMENTAL GENERAL NOTES

NATURAL RESOURCES

- (1) SOIL MATERIALS MUST BE PREVENTED FROM ENTERING WATERS OF THE STATE/U.S. EPSC MEASURES TO PROTECT NATURAL RESOURCES AND WATER QUALITY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. APPROPRIATE EPSC MEASURES MUST BE INSTALLED ALONG THE BASE OF ALL FILLS AND CUTS, ON THE DOWNHILL SIDE OF STOCKPILED SOIL, AND ALONG NATURAL RESOURCES IN CLEARED AREAS TO PREVENT SEDIMENT MIGRATION INTO STREAMS, WETLANDS OR OTHER NATURAL FEATURES IN ACCORDANCE WITH TDOT STANDARDS. EPSC MEASURES SHALL BE INSTALLED ON THE CONTOUR, ENTRENCHED AND STAKED, AND EXTEND THE WIDTH OF THE AREA TO BE CLEARED.
- (2) NEW CHANNEL CONSTRUCTION SHALL BE COMPLETED IN THE DRY AND STABILIZED FOR AT LEAST 72 HOURS PRIOR TO DIVERTING WATER FROM THE EXISTING AND/OR TEMPORARY CHANNEL.
- (3) INSTREAM EPSC DEVICES REQUIRE THE TDOT ENVIRONMENTAL DIVISION, PERMITS SECTION REVIEW AND MUST BE PROCESSED BY THE PERMITS SECTION TO OBTAIN WATER QUALITY PERMITS.
- (4) THE OPERATION OF EQUIPMENT IN WATERS OF THE STATE/U.S., INCLUDING WETLANDS AND EPHEMERAL, INTERMITTENT, AND PERENNIAL STREAMS, IS NOT ALLOWED.
- (5) THE WIDTH OF THE FILL ASSOCIATED WITH TEMPORARY CROSSINGS SHALL BE LIMITED TO THE MINIMUM NECESSARY FOR THE ACTUAL CROSSING, NOT TO EXCEED THE WIDTH SPECIFIED IN THE STANDARD DRAWING.
- (6) STREAM BEDS SHALL NOT BE USED AS TRANSPORTATION ROUTES FOR CONSTRUCTION EQUIPMENT. TEMPORARY CULVERT CROSSINGS SHALL BE LIMITED TO ONE POINT PER STREAM AND EPSC MEASURES SHALL BE USED WHERE THE STREAM BANKS ARE DISTURBED. WHERE THE STREAMBED IS NOT COMPOSED OF BEDROCK, A PAD OF CLEAN ROCK SHALL BE USED AT THE CROSSING POINT AND CULVERTED TO PREVENT THE IMPOUNDMENT OF WATER FLOW. CLEAN ROCK IS ROCK OF VARIOUS TYPE AND SIZE, DEPENDING UPON APPLICATION, WHICH CONTAINS NO FINES, SOILS, OR OTHER WASTES OR CONTAMINANTS. OTHER MATERIALS USED FOR ALL TEMPORARY FILLS SHALL BE COMPLETELY REMOVED IN THEIR ENTIRETY AFTER THE WORK IS COMPLETED AND THE AFFECTED AREAS RETURNED TO PREEXISTING ELEVATIONS. ALL TEMPORARY CROSSINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STD. DWG. EC-STR-26 UNLESS SPECIFICALLY ADDRESSED IN THE EPSC PLANS. ALTERNATIVELY, PLACING A TEMPORARY BRIDGE (E.G. BAILEY BRIDGE OR EQUIVALENT, TIMBERS, ETC.) FROM TOP OF BANK TO TOP OF BANK OR THE APPROPRIATE USE OF BARGES AT THE CROSSING TO AVOID DISTURBANCE OF THE STREAMBED IS AN ACCEPTABLE OPTION.
- (7) HEAVY EQUIPMENT WORKING IN WETLANDS WITH PERMITTED TEMPORARY IMPACTS SHALL BE PLACED ON MATS, OR OTHER MEASURES MUST BE TAKEN TO MINIMIZE SOIL DISTURBANCE AND COMPACTION UNLESS SPECIFICALLY ADDRESSED IN THE CONSTRUCTION PLANS. ANY MATS AND OTHER MEASURES USED FOR HEAVY EQUIPMENT SHALL BE REMOVED IN THEIR ENTIRETY AFTER THE WORK IS COMPLETED. ALL AFFECTED AREAS SHOULD BE RETURNED TO PRE-EXISTING CONDITIONS.
- (8) WETLANDS SHALL NOT BE USED AS EQUIPMENT STORAGE, STAGING, OR TRANSPORTATION AREAS, UNLESS SPECIFICALLY PROVIDED FOR IN THE CONSTRUCTION PLANS AND PERMITS.
- (9) THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS PRIOR TO ANY CONSTRUCTION AND MAINTENANCE ACTIVITIES TO ENSURE THAT ENVIRONMENTAL FEATURES (E.G., STREAMS, WETLANDS, SPRINGS, ETC.) ARE NOT IMPACTED BEYOND PERMITTED LOCATIONS. IF THE CONTRACTOR OR TDOT INSPECTOR IS UNSURE OF THE IDENTITY OF AN ENVIRONMENTAL FEATURE, THE INSPECTOR SHALL CONTACT THE TDOT REGION ENVIRONMENTAL TECH GROUP IMMEDIATELY.

SPECIES

- (10) NO ACTIVITY MAY SUBSTANTIALLY DISRUPT THE MOVEMENT OF THOSE SPECIES OF AQUATIC LIFE INDIGENOUS TO THE WATER BODY, INCLUDING THOSE SPECIES THAT NORMALLY MIGRATE THROUGH THE AREA.

- (11) SHOULD CLIFF SWALLOW OR BARN SWALLOW NESTS, EGGS, OR BIRDS (YOUNG AND ADULTS) BE PRESENT, THE CONTRACTOR SHALL CONTACT THE REGIONAL ECOLOGY OFFICE TO DETERMINE IF SEASONAL RESTRICTIONS WILL BE NECESSARY. GENERALLY, BIRDS, NESTS, AND EGGS MAY NOT BE DISTURBED BETWEEN APRIL 15 AND JULY 31. FROM AUGUST 1 TO APRIL 14, NESTS CAN BE REMOVED OR DESTROYED SO LONG AS BIRDS OR EGGS ARE NOT PRESENT, AND MEASURES IMPLEMENTED TO PREVENT FUTURE NEST BUILDING AT THE SITE (I.E., CLOSING OFF AREA USING NETTING).

- (12) IF THE REMOVAL OF ANY TREES WITH A DIAMETER AT BREAST HEIGHT (DBH) GREATER THAN 3 INCHES IS DEEMED NECESSARY THE TDOT SUPERVISOR SHALL CONTACT THE TDOT ENVIRONMENTAL DIVISION, ECOLOGY SECTION IMMEDIATELY.

PERMITS, PLANS & RECORDS

- (13) THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND OBTAIN ANY NECESSARY ENVIRONMENTAL PERMITS OR APPROVALS, INCLUDING BUT NOT LIMITED TO ARCHAEOLOGY, ECOLOGY, HISTORICAL, HAZARDOUS MATERIALS, AIR AND NOISE, TDEC ARAP/401, USACE SECTION 404, TVA SECTION 26A, AND TDEC NPDES PERMITS, FROM FEDERAL, STATE AND/OR LOCAL AGENCIES REGARDING ANY MATERIAL AND STAGING AREAS AND THE OPERATION OF ANY PROJECT-DEDICATED ASPHALT AND/OR CONCRETE PLANTS TO BE USED. ANY SUCH PERMITS SHALL BE SUPPLIED TO THE TDOT PROJECT RESPONSIBLE PARTY PRIOR TO THE USE OF THE PERMITTED AREA(S).

- (14) ANY DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, THE PROJECT AS CONSTRUCTED, AND THE PERMIT(S) ISSUED FOR THE PROJECT, SHALL BE BROUGHT TO THE ATTENTION OF THE TDOT PROJECT RESPONSIBLE PARTY. THE ENVIRONMENTAL DIVISION, DESIGN DIVISION, AND HEADQUARTERS CONSTRUCTION OFFICE SHALL BE CONTACTED IN THESE INSTANCES AND DECIDE WHICH HAS PRECEDENCE AND WHETHER PERMIT OR PLANS REVISIONS ARE NEEDED. IN GENERAL, PERMIT CONDITIONS WILL PREVAIL.

- (15) IF A CHANGE IN PROJECT SCOPE OCCURS DURING CONSTRUCTION, INCLUDING VALUE ENGINEERING, THE TDOT PERMIT SECTION SHALL BE CONTACTED TO DETERMINE WHETHER PERMIT REVISIONS ARE NEEDED. THE ROADWAY DESIGN DIVISION SHALL BE CONTACTED TO DETERMINE IF ANY PLAN REVISIONS ARE NEEDED.

- (16) THE CONTRACTOR SHALL REVIEW ALL EXISTING PERMITS TO ENSURE THAT WORK AT PERMITTED SITES DOES NOT EXCEED EXPIRATION DATE. IF WORK IS GOING TO BE CONTINUED AFTER EXPIRATION DATES, THE CONTRACTOR SHALL CONTACT THE TDOT PROJECT RESPONSIBLE PARTY TO COMMENCE PERMIT RENEWAL PROCESS.

- (17) ALL WATER QUALITY PERMITS SHALL BE POSTED NEAR THE MAIN ENTRANCE OF THE CONSTRUCTION SITE ACCESSIBLE TO THE PUBLIC. THE NAME, COMPANY NAME, EMAIL ADDRESS, TELEPHONE NUMBER AND ADDRESS OF THE PROJECT SITE OWNER, OPERATOR, OR A LOCAL CONTACT PERSON WITH A BRIEF DESCRIPTION OF THE PROJECT SHALL ALSO BE POSTED. IF POSTING THIS INFORMATION NEAR A MAIN ENTRANCE IS INFEASIBLE, THE INFORMATION SHALL BE PLACED IN A PUBLICLY ACCESSIBLE LOCATION NEAR WHERE THE CONSTRUCTION IS ACTIVELY UNDERWAY AND MOVED AS NECESSARY. THIS LOCATION SHALL BE POSTED AT THE CONSTRUCTION SITE. ALL POSTINGS SHALL BE MAINTAINED IN LEGIBLE CONDITION.

SUPPORT ACTIVITIES

- (18) MATERIALS AND STAGING AREAS SHALL NOT AFFECT ANY WATERS OF THE STATE/U.S. UNLESS THESE AREAS ARE SPECIFICALLY COVERED BY ENVIRONMENTAL PERMITS, OBTAINED SOLELY BY THE CONTRACTOR. THE CONTRACTOR SHALL REVIEW ALL EXISTING PERMITS TO ENSURE THAT WORK AT PERMITTED SITES DOES NOT EXCEED EXPIRATION DATES. IF WORK IS GOING TO BE CONTINUED AFTER EXPIRATION DATES, THE CONTRACTOR SHALL CONTACT THE TDOT PROJECT RESPONSIBLE PARTY TO COMMENCE PERMIT RENEWAL PROCESS.

ENVIRONMENTAL

- (19) EXCEPT AS OTHERWISE SPECIFIED, THERE ARE NO KNOWN SPECIAL ENVIRONMENTAL FACTORS PRESENT ON THIS PROJECT THAT INDICATE A NEED FOR SEASONAL LIMITATIONS ON THE CLEARING, GRUBBING, EXCAVATION, GRADING, CUTTING OR FILLING OPERATIONS OR ON THE TOTAL AREA OF EXPOSED SOIL.

WETLAND RESTORATION

- (20) TOPSOIL IS TO BE REMOVED FROM ALL AREAS OF TEMPORARY WETLAND IMPACTS AND STOCKPILED PRIOR TO CONSTRUCTION.

- (21) UPON COMPLETION OF CONSTRUCTION ACTIVITIES, ALL TEMPORARY WETLAND IMPACT AREAS TO BE RESTORED TO PRE-CONSTRUCTION CONTOURS AND THE STOCKPILED WETLAND TOPSOIL SPREAD TO RESTORE THESE AREAS TO PRE-CONSTRUCTION ELEVATIONS.

R.O.W.
PLANS

SEALED BY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

ENVIRONMENTAL
NOTES

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	3

1 REVISED 7-28-2021: UPDATED ALL UTILITY OWNERS.
 2 REVISED 3-2-2022: REMOVED ROW NOTE.

RIGHT-OF-WAY

- (1) IT IS INTENDED THAT ALL BUILDINGS AND/OR PORTIONS OF BUILDINGS THAT ARE WITHIN THE PROPOSED RIGHT-OF-WAY AND/OR EASEMENT LINES FOR THE PROJECT BE REMOVED THERE FROM IN THE PROCESS OF RIGHT-OF-WAY ACQUISITION. IF ANY SUCH BUILDINGS OR IMPROVEMENTS ARE NOT REMOVED IN THE COURSE OF RIGHT-OF-WAY ACQUISITION, THE CIVIL ENGINEERING MANAGER 2ROADWAY TO BE NOTIFIED IN SUFFICIENT TIME TO PERMIT HAVING SUCH REMOVALS DESIGNATED AS A PART OF THE CONSTRUCTION CONTRACT.
- (2) ALL RAMPS MUST CONFORM TO THE DEPARTMENT'S "POLICY ON FINANCING CONSTRUCTION OF PUBLIC ROAD INTERSECTIONS AND DRIVEWAYS ON HIGHWAY RESURFACING, RECONSTRUCTION AND CONSTRUCTION PROJECTS ON NEW LOCATIONS", THE MANUAL ON RULES AND REGULATIONS FOR CONSTRUCTING DRIVEWAYS ON STATE HIGHWAY RIGHT-OF-WAY, STANDARD DRAWING RP-R-1, AND OTHER ACCEPTED DESIGN AND SAFETY STANDARDS.
- (3) EXISTING PAVED DRIVEWAY PER TRACT REMAINDER WILL BE REPLACED IN KIND TO A TOUCHDOWN POINT.
- (4) WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY EXCEEDS 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED TO A TOUCHDOWN POINT OR UNTIL THE GRADE IS LESS THAN 7 PERCENT.
- (5) WHERE THE EXISTING DRIVEWAY IS UNPAVED AND THE PROPOSED DRIVEWAY IS LESS THAN 7 PERCENT IN GRADE, EACH DRIVEWAY WILL BE PAVED A SHOULDER WIDTH FROM THE EDGE OF PAVEMENT AND THE REMAINDER OF THAT DRIVEWAY REPLACED IN KIND TO A TOUCHDOWN POINT.
- (6) ANY NECESSARY PAVING OF DRIVEWAYS WILL BE DONE DURING PAVING OPERATIONS ON THE MAIN ROADWAY.
- (7) NEW DRIVEWAYS PROVIDED IN THE PLANS WILL BE PAVED BASED ON THE 7 PERCENT CRITERIA. THOSE 7 PERCENT OR STEEPER IN GRADE WILL BE PAVED AND THOSE FLATTER THAN 7 PERCENT WILL BE COVERED WITH BASE STONE.
- (8) ON PROJECTS WITH CURB AND GUTTER THAT ARE ON STATE ROUTES, IT WILL BE THE RESPONSIBILITY OF THE OWNER TO SECURE A PERMIT. AFTER THE PERMIT HAS BEEN GRANTED, THE DEPARTMENT WILL CONSTRUCT THE DRIVEWAY OR FIELD ENTRANCE THROUGH THE CURB AND SIDEWALK, PROVIDED THE CURB AND SIDEWALK HAVE NOT BEEN CONSTRUCTED. IT WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONSTRUCT THE DRIVEWAY OR FIELD ENTRANCE FROM BACK OF SIDEWALK TO TOUCHDOWN POINT FOR ANY ADDITIONAL DRIVEWAYS OR FIELD ENTRANCES OTHER THAN THOSE PROVIDED IN THE PLANS.
- (9) ON NON-STATE ROUTES, ADDITIONAL DRIVEWAYS AND FIELD ENTRANCES OTHER THAN THOSE PROVIDED IN THE PLANS SHALL REQUIRE A PERMIT ONLY IF THE LOCAL AGENCY SPECIFIES THE NEED FOR THAT PERMIT.AGREEMENT NEGOTIATED WITH THE RAILROAD.

UTILITIES

- (1) THE LOCATIONS OF UTILITIES SHOWN WITHIN THESE PLANS ARE APPROXIMATE ONLY. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD BY CONTACTING THE UTILITY COMPANIES INVOLVED. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC., AT 1-800-351-1111 AS REQUIRED BY TCA 65-31-106 WILL BE REQUIRED.
- (2) UNLESS OTHERWISE NOTED, ALL UTILITY ADJUSTMENTS WILL BE PERFORMED BY THE UTILITY OR ITS REPRESENTATIVE. THE CONTRACTOR AND UTILITY OWNERS WILL BE REQUIRED TO COOPERATE WITH EACH OTHER IN ORDER TO EXPEDITE THE WORK REQUIRED BY THIS CONTRACT. ON CONTRACTS WHERE CONSTRUCTION STAKES, LINES, AND GRADES ARE CONTRACT ITEMS, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE RIGHT-OF-WAY OR SLOPE STAKES, DITCH OR STREAM BED GRADES, OR OTHER ESSENTIAL SURVEY STAKING TO PREVENT CONFLICTS WITH THE HIGHWAY CONSTRUCTION. FREQUENTLY, THIS WILL BE REQUIRED AS THE FIRST ITEM OF WORK AND AT ANY LOCATION ON THE PROJECT DIRECTED BY THE ENGINEER.
- (3) THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT. THE COST OF PROTECTING UTILITIES FROM DAMAGE AND FURNISHING SPECIAL EQUIPMENT WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.
- (4) PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS. ADVANCE CLEAR CUTTING MAY BE REQUIRED BY THE ENGINEER AT ANY LOCATION WHERE CLEARING IS CALLED FOR IN THE SPECIFICATIONS AND CLEAR CUTTING IS NECESSARY FOR A UTILITY RELOCATION. ANY ADDITIONAL COST WILL BE INCLUDED IN THE UNIT PRICE BID FOR THE CLEARING ITEM SPECIFIED IN THE PLANS.
- (5) THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY IN ACCORDANCE WITH TCA 65-31-106.

UTILITY OWNERS

ELECTRIC:

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

555 NEW SALEM ROAD
 MURFREESBORO, TENNESSEE 37129
 CONTACT: MATHUE BEAN
 OFFICE PHONE: 615 494 1548
 Email: MBEAN@MTEMC.COM

CONTACT: ADAM LONGSTRETH
 OFFICE PHONE: 615 494 1548
 Email: ADAM.LONGSTRETH@MTEMC.COM

GAS:

ATMOS ENERGY

810 CRESCENT CENTER DRIVE SUITE 600
 FRANKLIN, TENNESSEE 37067
 CONTACT: BOBBY WORTHINGTON
 OFFICE PHONE: 615 418 6699
 Email: BOBBY.WORTHINGTON@ATMOSENERGY.COM

WATER:

CONSOLIDATED UTILITY DISTRICT

709 NEW SALEM HIGHWAY
 MURFREESBORO, TENNESSEE 37129
 CONTACT: WILLIAM DUNNILL
 OFFICE PHONE: 615 278 6027
 CELL PHONE: 615 893 4913
 Email: WDUNNILL@CUDRC.COM

MURFREESBORO WATER & SEWER

220 NORTH WEST BROAD STREET
 MURFREESBORO, TENNESSEE 37130
 CONTACT: VALERIE SMITH
 OFFICE PHONE: 615 848 3200
 Email: VSMITH@MURFREESBOROTN.GOV

CABLE:

COMCAST/XFINITY

660 MAINSTREAM DRIVE
 NASHVILLE, TENNESSEE 37228
 CONTACT: MICHAEL LEE
 OFFICE PHONE: 615 504 0528
 Email: NAS-NASHVILLECONSTRUCTIONBETTERMENTS@COMCAST.COM

FIBER OPTIC:

CENTURYLINK (FORMERLY LEVEL 3 COMMUNICATIONS)

105A WILHOIT STREET
 CRAWFORDSVILLE, IN 47933
 CONTACT: TIM HILL
 OFFICE PHONE: 704 733 3204
 Email: TIM.W.HILL@CENTURYLINK.COM
 NATIONALRELO@CENTURYLINK.COM

CONTACT: JEFFREY CANNON
 OFFICE PHONE: 615 263 1128
 Email: JEFFREY.CANNON@CENTURYLINK.COM

CITY OF MURFREESBORO PLANNING & ENGINEERING

111 WEST VINE STREET
 MURFREESBORO, TN 37130
 CONTACT: RAM BALACHANDRAN
 OFFICE PHONE: 615 893 6441
 Email: RBALACHANDRAN@MURFREESBOROTN.GOV

ZAYO BANDWIDTH

209 10TH AVE SOUTH, SUITE 105
 NASHVILLE, TN 37203
 CONTACT: FORREST ANTIQUE
 OFFICE PHONE: 270 312 1539
 Email: FORREST.ANTIQUE@ZAYO.COM

**TELEPHONE:
 AT & T**

116 SOUTH CANON AVE.
 MURFREESBORO, TENNESSEE 37129
 CONTACT: KENNETH KORNEGAY
 OFFICE PHONE: 615 848 2082
 CELL PHONE: 615 631 7221
 Email: KK4096@ATT.COM

**R.O.W.
 PLANS**

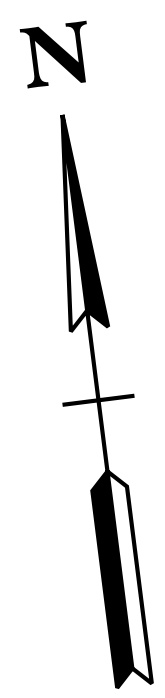
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 DEPARTMENT OF
 TRANSPORTATION**

**RIGHT-OF-WAY
 NOTES,
 UTILITY NOTES
 AND
 UTILITY OWNERS**

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	3D

- ① REVISED 5-10-2021: UPDATED PROPERTY BOUNDARIES FOR TRACTS 189 & 190 AND COMBINED TRACTS 173 & 174. SIDE ROADS ADDED.
- ② REVISED 3-2-2022: UPDATED TRACT NUMBER FOR TRACT 256. PROPOSED ROW LINE UPDATED FOR TRACTS 170, 173, 185, 189, 191, 192, 193, 201, 203, 205, 257, & 208. ADDED TRACTS 166-S, 184-S, 187-S, 188-S, 190-S, 200-S, 206-S, & 207-S.



R.O.W. PLANS

SEALED BY

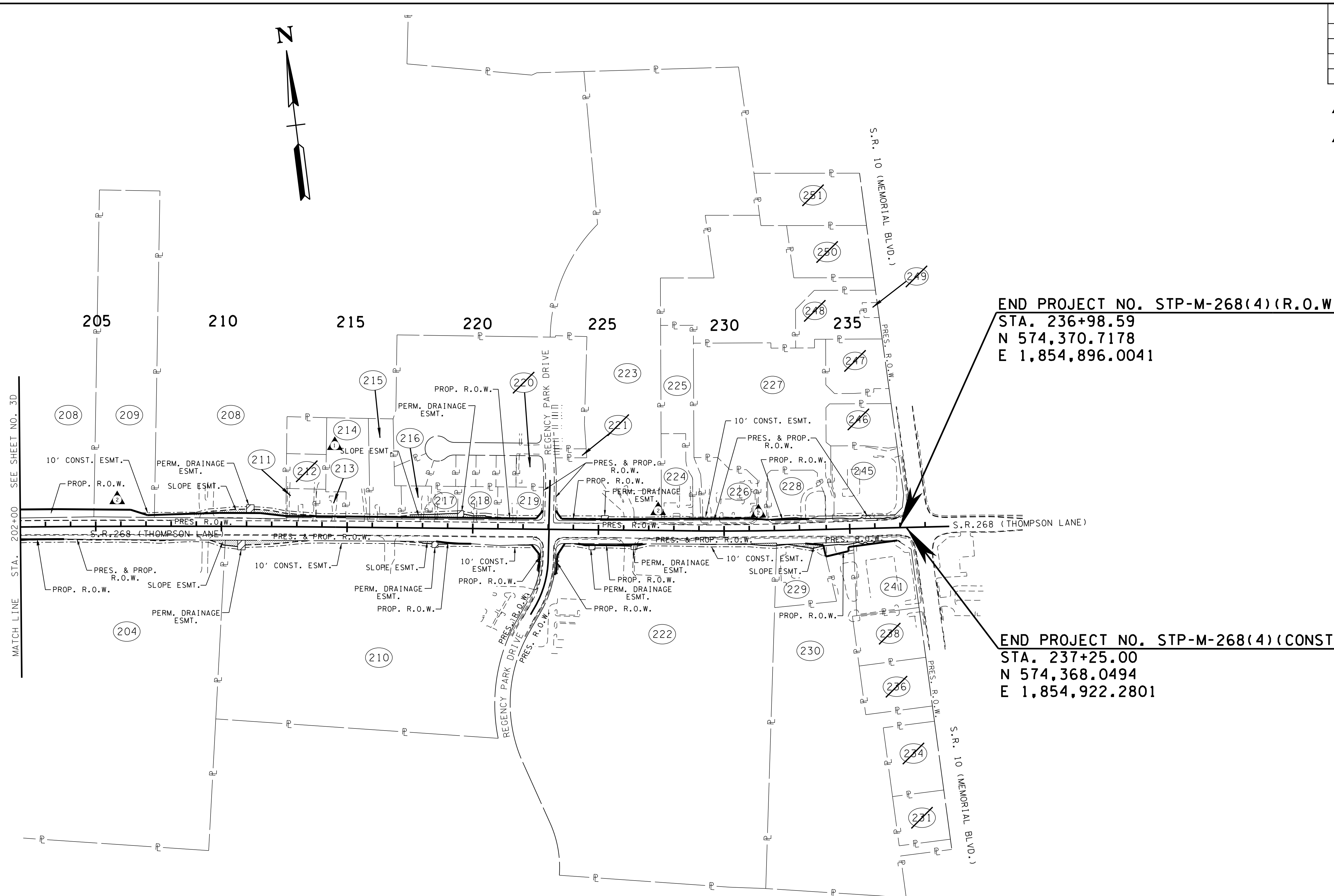
COORDINATES ARE NAD/83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

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

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	3E

- ① REVISED 7-28-2021: UPDATED PROPERTY BOUNDARIES FOR TRACT 214.
- ② REVISED 3-2-2022: ROW LINE & EASEMENTS UPDATED FOR TRACTS 208, 209, 223-227, 229, 230, & 241.



END PROJECT NO. STP-M-268(4) (R.O.W.)
 STA. 236+98.59
 N 574,370.7178
 E 1,854,896.0041

END PROJECT NO. STP-M-268(4) (CONST.)
 STA. 237+25.00
 N 574,368.0494
 E 1,854,922.2801

R.O.W.
 PLANS

SEALED BY

COORDINATES ARE NAD/83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

PROPERTY
 MAP
 STA. 202+00 TO END PROJECT
 SCALE: 1"=200'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	3K
CONST.	2022	STP-M-268(4)	3K

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												
200	Rutherford County	058	069.06	673	380		1.727	1.727		583 S.F.	583 S.F.		1.714		790	3216	
201	Blue Sky Construction, Inc.	058	082.00	1477	2639	5.712		5.712	0.291		0.291	5.421		1923	0.116 AC		
202	The Middle Tennessee Electric Membership Corporation	058	069.03	1925	1360		1.000	1.000				1.000		302	1917		
203	Blue Sky Construction, Inc.	058	081.00	1477	2636	5.713		5.713	0.106		0.106	5.607		37	832		
204	Rutherford County	058	069.01	673	380		104.891	104.891		0.220	0.220	104.671		0.197 AC	0.530 AC		
205	Caroline Farms LLC, A Tennessee Limited Liability Company	058K B	029.01	1552	3407 & 3409	0.395		0.395	830 S.F.		830 S.F.	0.376		96	795		
206	Joyce Beshears	058	079.01	544	2120	0.504		0.504	1010 S.F.		1010 S.F.	0.481		86	1043		
207	Creekside Trust, Stephen D. Ayers, Trustee	058	079.00	1484	1861	0.506		0.506	1030 S.F.		1030 S.F.	0.482		292	1052		
208	Tennessee Miller Coliseum	058	078.00	353	752	142.967		142.967	0.767		0.767	142.200	1260	3543	0.112 AC		
209	Middle Tennessee State University Foundation, A Tennessee Corporation	058	078.01	591	15	7.187		7.187	0.135		0.135	7.052			389		
210	First United Methodist Church	058	069.05	832	2241		19.958	19.958		1143 S.F.	1143 S.F.	19.932	1725	0.111 AC	0.266 AC		
211	Delton Eckart and wife, Janet L. Eckart	058	076.01	511	2179	0.318		0.318	765 S.F.		765 S.F.	0.300		788	1218		
212	Delton Eckart	058	076.00	512	2063	0.501		0.501				0.501					
213	Delton Eckart and wife, Janet L. Eckart	058	075.00	512	2677	0.289		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	1.379		1.379	847 S.F.		847 S.F.	1.360		171	949		
215	Beverly H. Wallace and Juliet W. Walker, Their Heirs, and assigns	058	073.00	2011	1816-1818	0.994		0.994	1071 S.F.		1071 S.F.	0.969		279	1279		
216	Brian Harrell, His Heirs, and assigns	058M D	001.04	2011	1901-1902	0.343		0.343	795 S.F.		795 S.F.	0.325		952	1093		
217	Brenda L. Mckenzie	058M D	001.03	1901	1776	0.335		0.335	858 S.F.		858 S.F.	0.315		1678	1156		
218	Stanley P. Vaught & John Higgins	058M D	001.02	1353	2408	0.480		0.480	1151 S.F.		1151 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	1799		
220	Raphael B. Bundage	058M D	001.00	648	717	0.309		0.309				0.309					
221	Kenneth M. Ricks	058M D	028.02	840	3566	0.103		0.103				0.103					
222	City of Murfreesboro	058	069.02	505	483		29.079	29.079		2407 S.F.	2407 S.F.	29.024	957	1611	0.187 AC		
223	Mid America Apartments	058	058.02	628	59	19.374		19.374	2771 S.F.		2771 S.F.	19.310	406	393	3636		
224	Rick Smith and wife, Donna Smith	058M E	001.00	985	3893	0.895		0.895	741 S.F.		741 S.F.	0.878		3	1131		
225	Rick Smith and wife, Donna Smith	058M E	008.00	1061	3163	1.575		1.575	234 S.F.		234 S.F.	1.570			240		
226	James M. Biddle	058M E	010.00	1298	1626	1.092		1.092	1217 S.F.		1217 S.F.	1.064			975		
227	Publix Tennessee LLC	058M E	009.00	1567	1207	6.644		6.644	185 S.F.		185 S.F.	6.640		4	383		
228	Pinnacle Rutherford Real Estate Inc.	058M E	002.00	700	2023	0.967		0.967	191 S.F.		191 S.F.	0.963		659	1852		
229	First Tennessee Bank	058M F	006.00	480	454		1.201	1.201		289 S.F.	289 S.F.	1.194		1188	1877		
230	3343 Memorial LLC	058M F	007.00	1276	1608		12.597	12.597		0.110	0.110	12.487			330		
231	Pradeep Agnihotr	058M F	002.00	150	1276	0.932		0.932				0.932					
232	S & H Construction	069D B	032.00	1162	2621												
233	Kimberly D. Pitts	058M C	010.02	773	1355												
234	HCT Investments	058M F	003.00	877	1364	1.303		1.303				1.303					
235	Stones River Center	058M C	011.01	504	500												
236	Jose Onate	058M F	008.00	1121	2314	1.303		1.303				1.303					
237	Stones River Center	058M C	011.02	504	500												
238	McDonalds Corporation	058M F	004.00	404	1089	1.228		1.228				1.228					
239	Gearge M. Lanning	058M C	011.10	806	3286												
240	Future Restaurants	058M C	011.09	1187	3098												
241	Antioch Shopping Center	058M F	005.00	172	2621		1.515	1.515		1515 S.F.	1515 S.F.	1.480					
242	Mapco Express Inc.	058M C	001.00	741	3404												
243	Mapco Express Inc.	058M C	002.00	741	3408												
244	United States of America	059	053.00	84	1-8												
245	RI TN2 LLC	058M E	003.00	52	1482		1.730	1.730				1.730			661		
246	Fifth Third Bank	058M E	004.00	807	2807		1.050	1.050				1.050					
247	Mark A. Pirtle	058M E	005.00	52	1449		1.145	1.145				1.145					
248	Publix	058M E	006.00	701	2079		1.391	1.391				1.391					
249	City of Murfreesboro	058M E	006.01	443	102		3567 S.F.	3567 S.F.				3567 S.F.					

- ▲ REVISD 7-24-2020: UPDATED PROPERTY OWNER AND PARCEL INFORMATION FOR TRACTS 207, 216, & 217.
- ▲ REVISD 5-10-2021: UPDATED PROPERTY OWNER AND PARCEL INFORMATION FOR TRACTS 202 & 214. UPDATED ACQUISITION AND EASEMENT VALUES FOR TRACTS 201, 203, & 205. TRACT 250 MOVED TO SHEET 3L.
- ▲ REVISD 7-28-2021: UPDATED ACQUISITION AND EASEMENT VALUES FOR TRACT 241. UPDATED PROPERTY AREA FOR TRACT 214.
- ▲ REVISD 8-03-2021: UPDATED PROPERTY OWNER FOR TRACT 209.
- ▲ REVISD 3-2-2022: UPDATED PROPERTY OWNER AND PARCEL INFORMATION FOR TRACTS 215, 216, & 227. UPDATED ACQUISITION AND EASEMENT AREAS FOR TRACTS 201, 203, 204, 205, 208, 209, 223 - 227, 229, 230, & 241.
- ▲ REVISD 7-29-2022: UPDATED EASEMENT AREAS FOR TRACT 229.
- ▲ REVISD 2-02-2023: UPDATED PROPERTY OWNER AND INFORMATION FOR TRACT 205. UPDATED ACQUISITION AREAS FOR TRACTS 204 & 223.

**R.O.W.
PLANS**

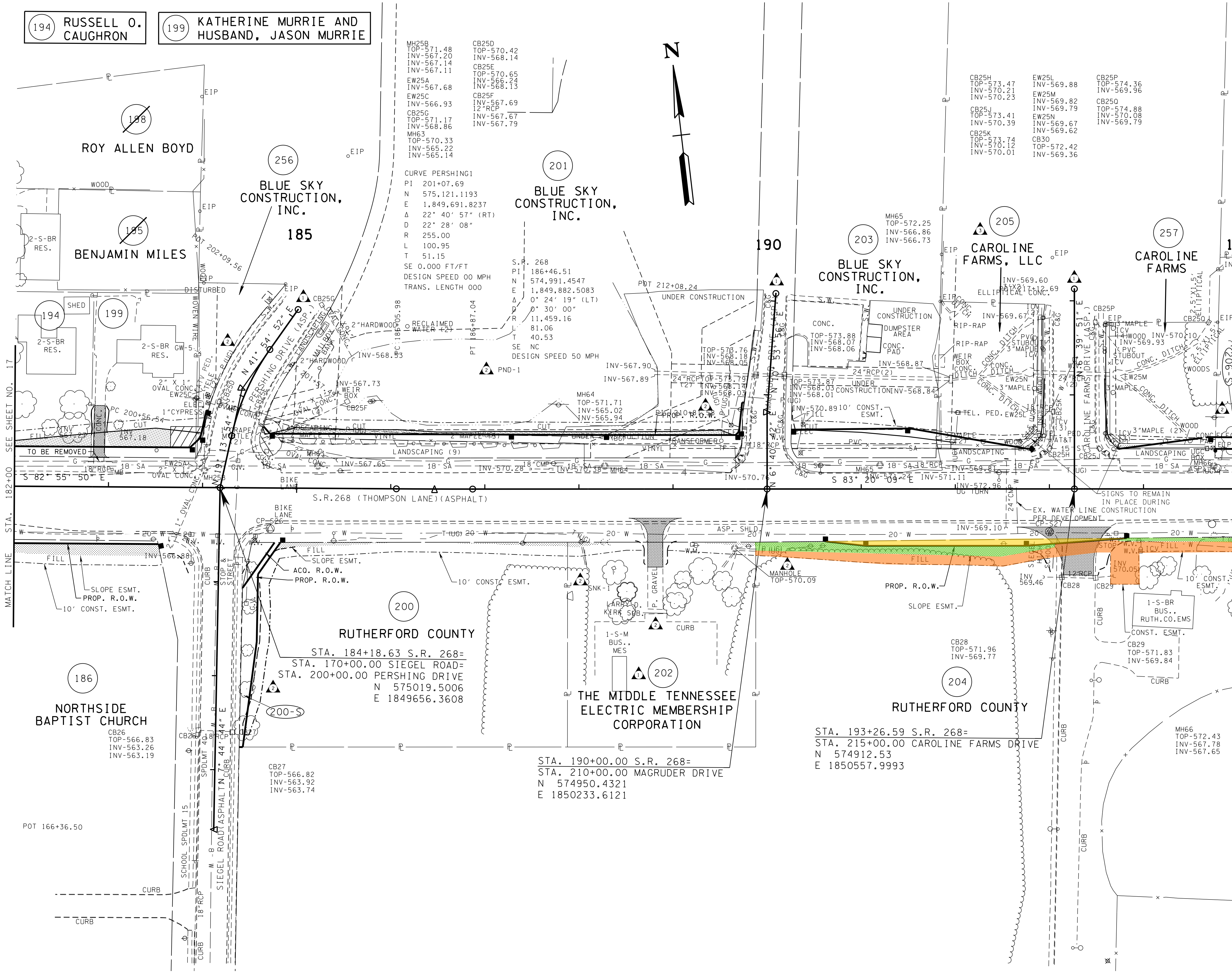
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**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**RIGHT-OF-WAY
ACQUISITION
TABLE**

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	18
CONST.	2022	STP-M-268(4)	18

- 1 REVISD 5-10-2021: UPDATED PROPERTY OWNER FOR TRACT 202. PROPOSED DRIVEWAYS REMOVED. SURVEY UPDATED FOR PERSHING DRIVE, MAGRUDER DRIVE, AND CAROLINE FARMS DRIVE.
- 2 REVISD 3-2-2022: UPDATED DRIVEWAY AT STA 188+80.90 TO 6" THICK P. GRAVEL CONC. ADDED UNDERGROUND UTILITIES. UPDATED GENERAL COMMENTS FROM ENVIRONMENTAL ASSESSMENT. UPDATED LOCATIONS OF PND-1 AND SNK-1. REVISED PROP. ROW AND EASEMENTS ON TRACTS 201, 203, 205, & 257. ADDED TRACTS 200-S & 206-S.
- 3 REVISD 2-02-2023: UPDATED PROPERTY NAME FOR TRACT 205.



R.O.W. PLANS

SEALED BY

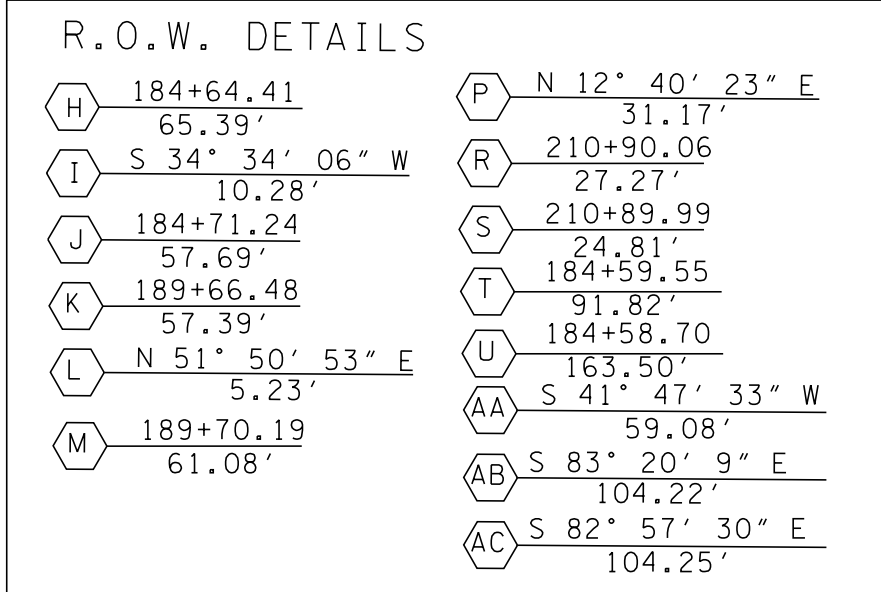
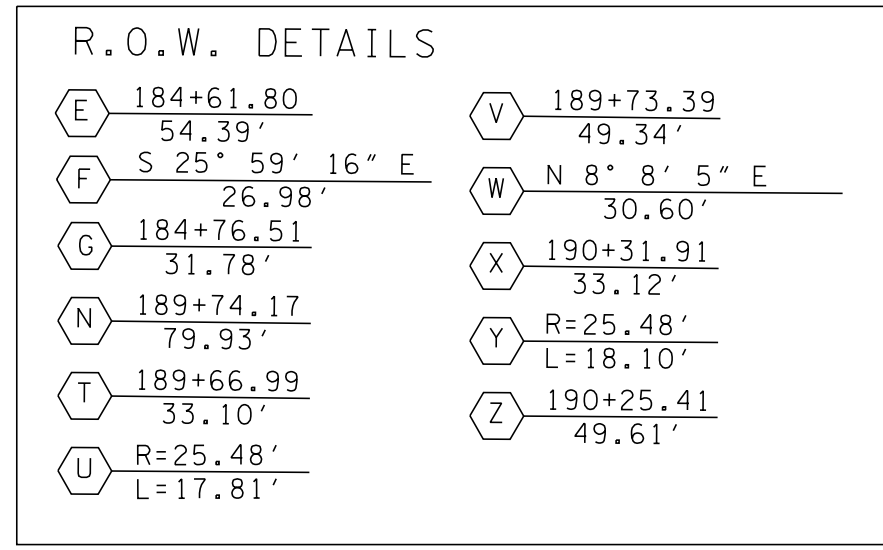
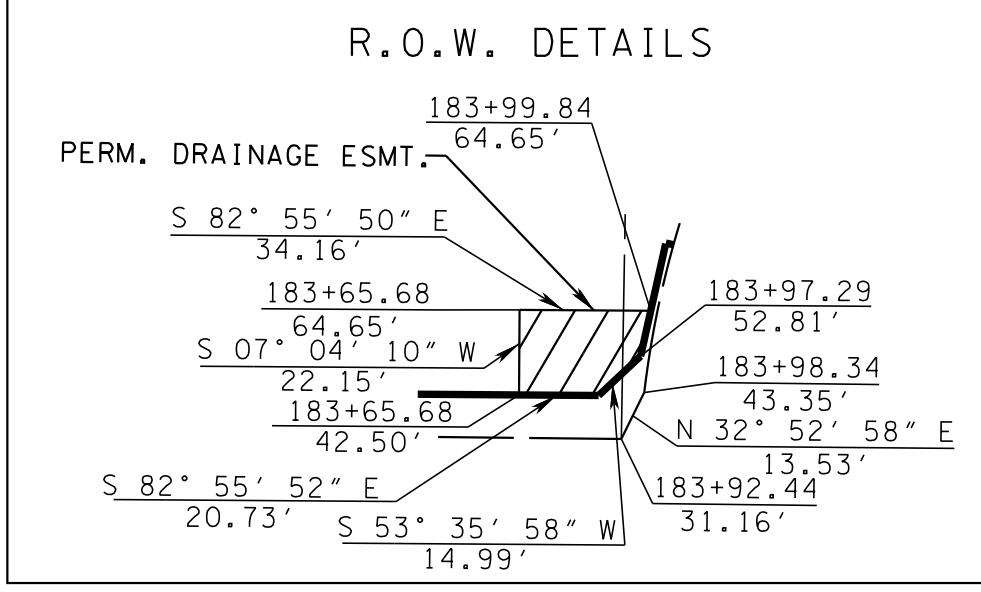
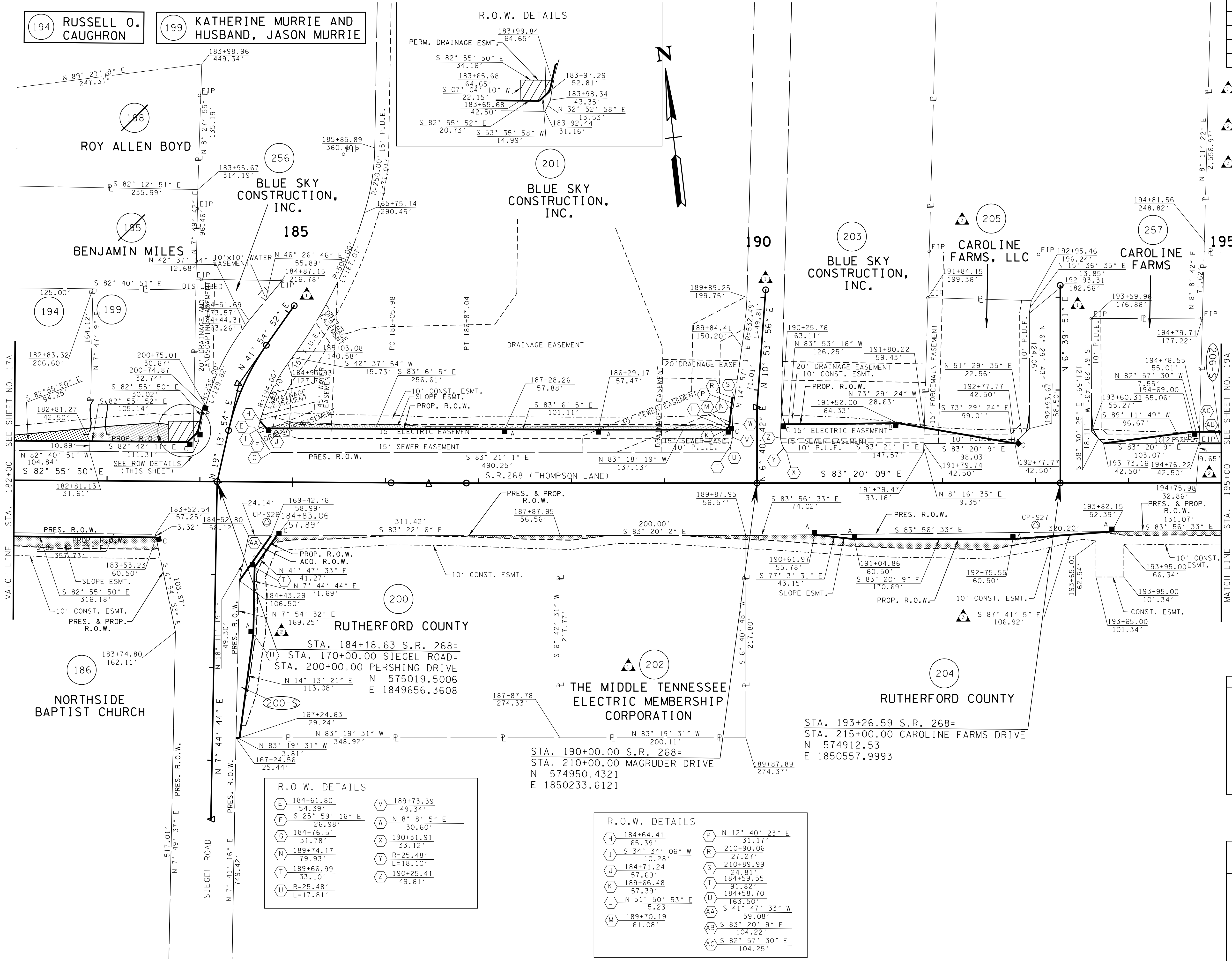
COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 1988.

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

PRESENT LAYOUT
STA. 182+00 TO STA. 195+00
SCALE: 1"= 50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	18A
CONST.	2022	STP-M-268(4)	18A

- 1 REVISED 5-10-2021: UPDATED PROPERTY OWNER FOR TRACT 202. SURVEY UPDATED FOR PERSHING DRIVE, MAGRUDER DRIVE, AND CAROLINE FARMS DRIVE.
- 2 REVISED 3-2-2022: REVISED PROP. ROW AND EASEMENTS ON TRACTS 201, 203, 205, & 257. ADDED TRACTS 200-S & 206-S.
- 3 REVISED 2-02-2023: UPDATED PROPOSED ROW CALLOUT FOR TRACT 204. UPDATED PROPERTY NAME FOR TRACT 205.



R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

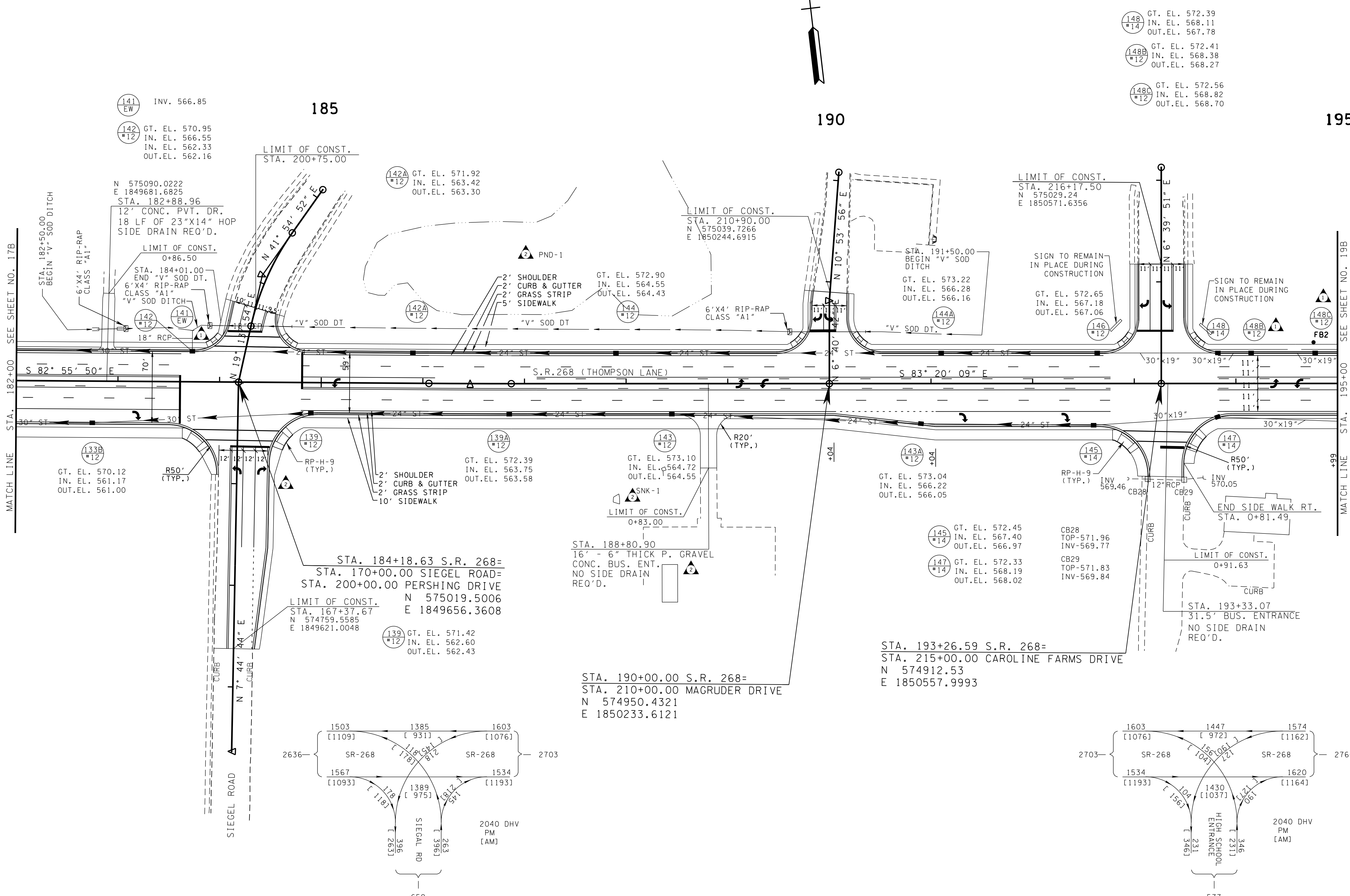
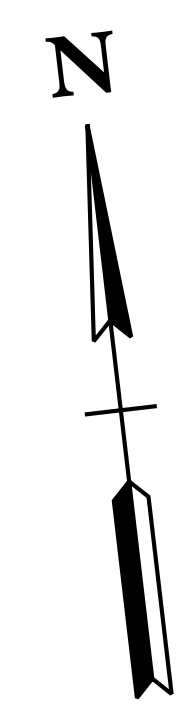
RIGHT OF WAY
DETAILS
STA. 182+00 TO STA. 195+00
SCALE: 1"=50'

NOTE:
SEE SIGNAL LAYOUT SHEETS FOR PROPOSED
SCHOOL ZONE SIGNS AND FLASHER LAYOUT.

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	188

REVIS 5-10-2021: CATCH BASINS 148B AND 148C ADDED. ENDWALL 141 AND CATCH BASIN 142 SHIFTED TO ACCOMMODATE PERSHING DRIVE.

REVIS 3-2-2022: UPDATED DRIVEWAY AT STA 188+80.90 TO 6" THICK P. GRAVEL CONC. UPDATED GENERAL COMMENTS FROM ENVIRONMENTAL ASSESSMENT, UPDATED LOCATION OF PND-1 AND SNK-1. ADDED RIGHT TURN LANE TO SIEGEL ROAD.



R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD/83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

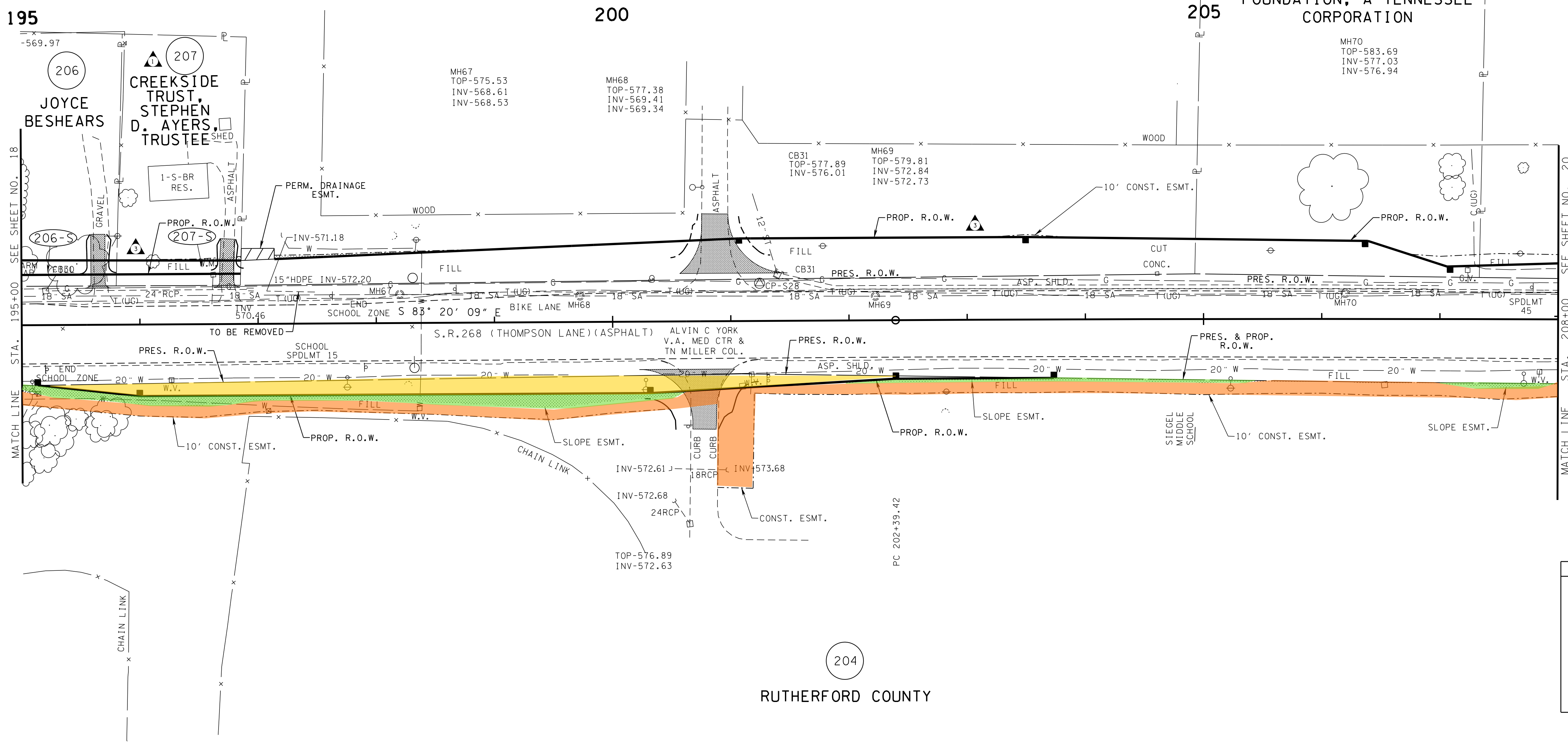
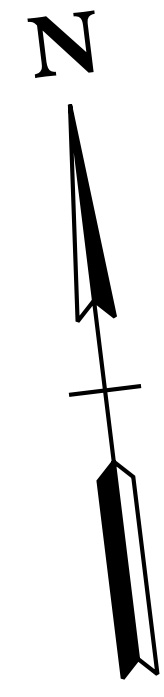
STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED LAYOUT
STA. 182+00 TO STA. 195+00
SCALE: 1" = 50'

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	19
CONST.	2022	STP-M-268(4)	19

- 1 REVISED 7-24-2020: UPDATED PROPERTY OWNER.
- 2 REVISED 8-03-2021: UPDATED PROPERTY OWNER FOR TRACT 209.
- 3 REVISED 3-2-2022: REVISED PROPOSED ROW LINE FOR TRACTS 208 & 209. ADDED TRACTS 206-S & 207-S.



R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 1988.

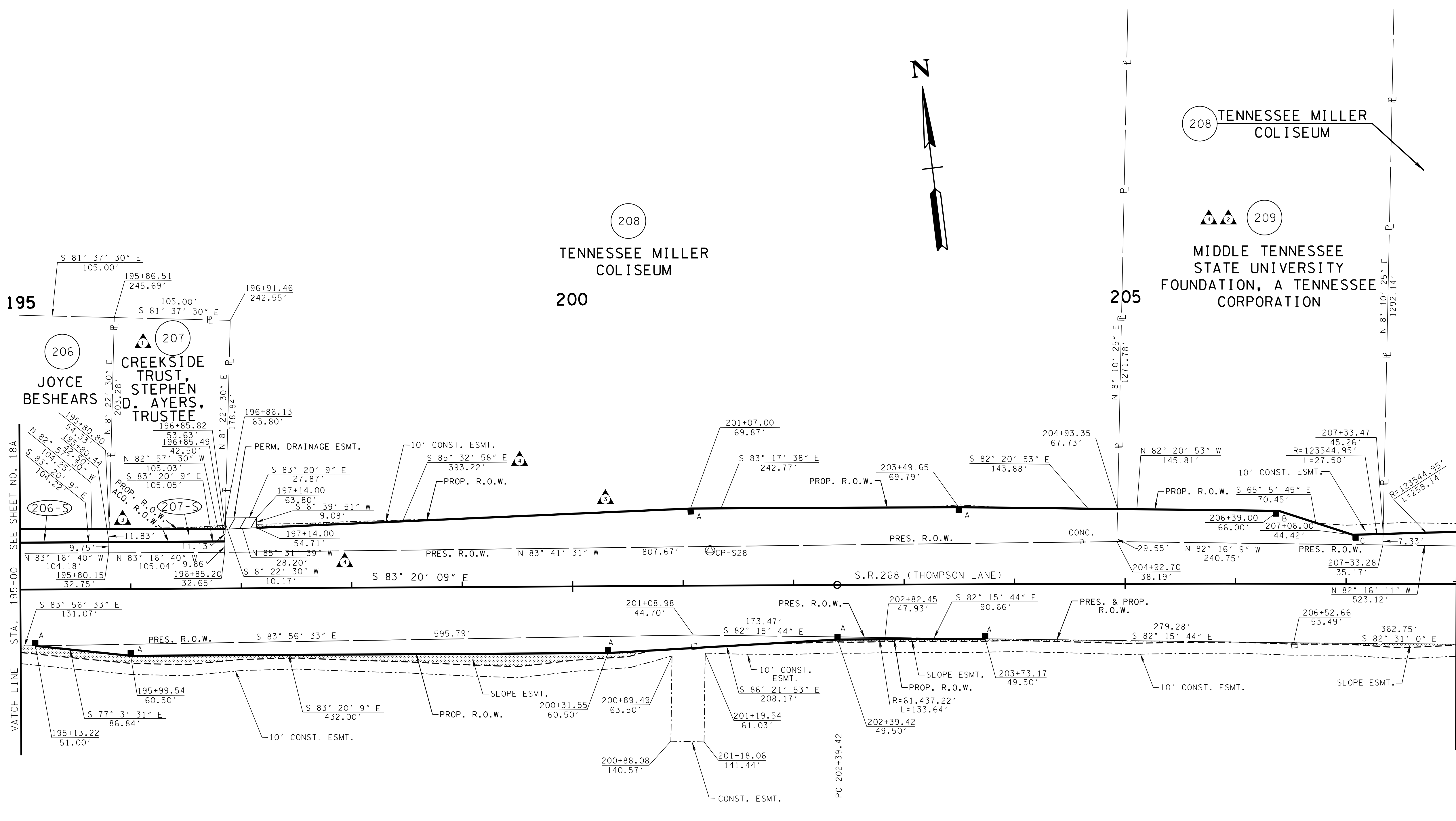
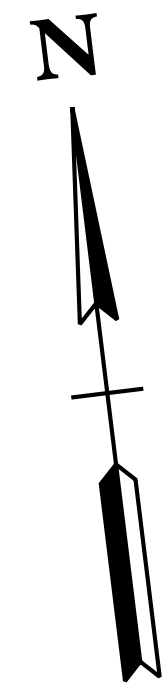
STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PRESENT
LAYOUT

STA. 195+00 TO STA. 208+00
SCALE: 1"= 50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	19A
CONST.	2022	STP-M-268(4)	19A

- ▲ REVISED 7-24-2020: UPDATED PROPERTY OWNER.
- ▲ REVISED 8-03-2021: UPDATED PROPERTY OWNER FOR TRACT 209.
- ▲ REVISED 3-2-2022: REVISED PROPOSED ROW LINE FOR TRACTS 208 & 209. ADDED TRACTS 206-S & 207-S.
- ▲ REVISED 2-02-2023: REVISED PROPOSED ROW CALLOUTS FOR TRACTS 208 & 209.



MATCH LINE STA. 195+00 SEE SHEET NO. 18A

MATCH LINE STA. 208+00 SEE SHEET NO. 20A

R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

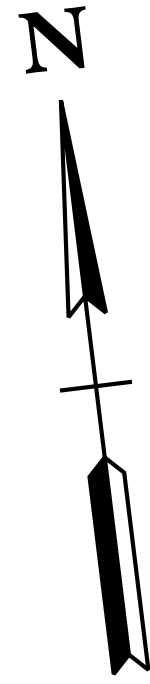
RIGHT OF WAY
DETAILS

STA. 195+00 TO STA. 208+00
SCALE: 1"= 50'

(204)
RUTHERFORD COUNTY

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	19B

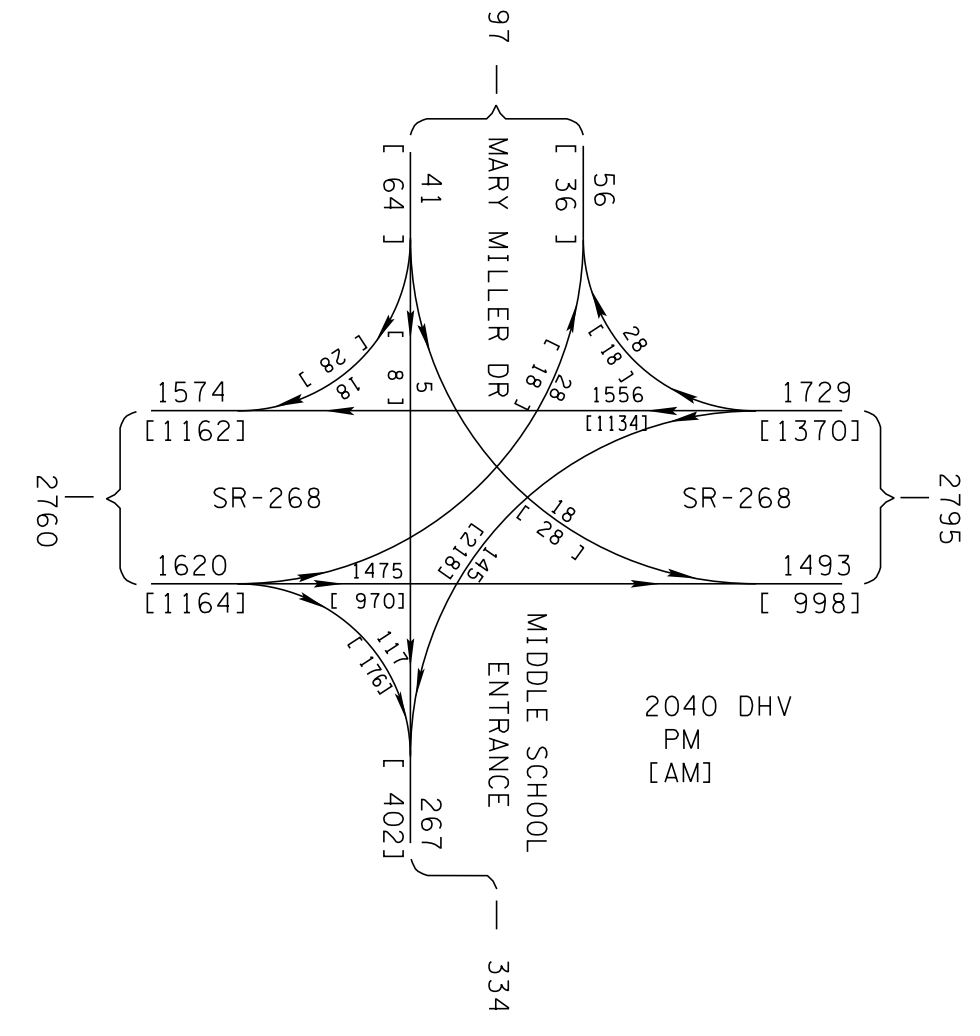
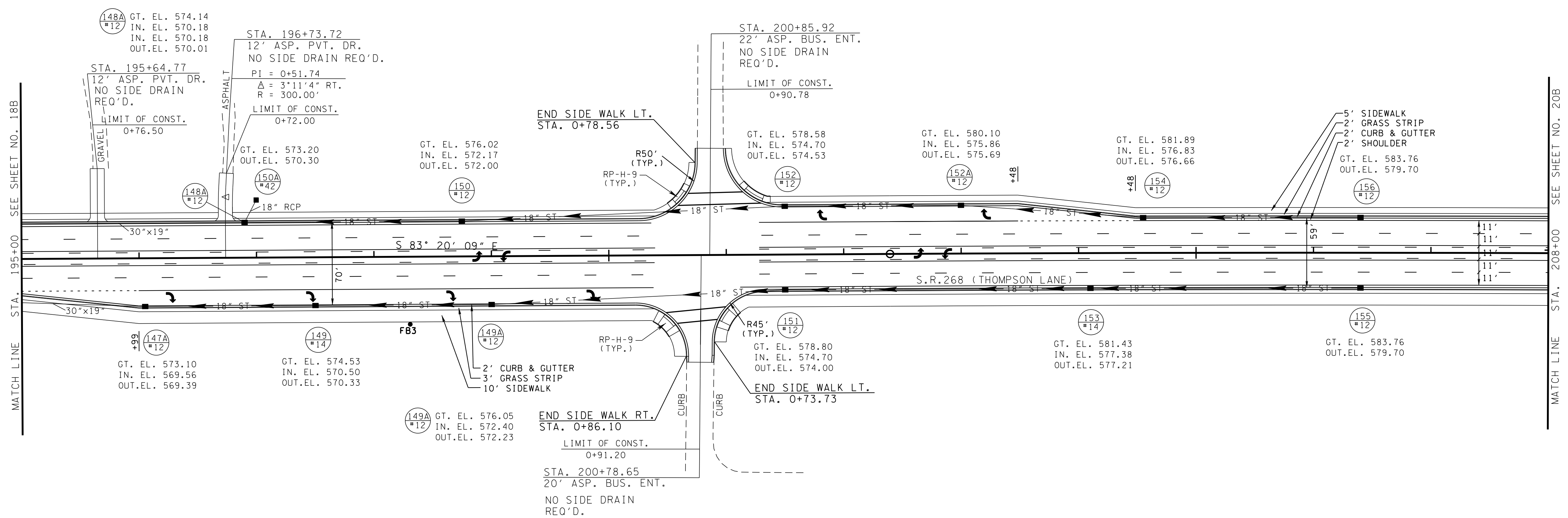
NOTE:
SEE SIGNAL LAYOUT SHEETS FOR PROPOSED SCHOOL ZONE SIGNS AND FLASHER LAYOUT.



195

200

205



R.O.W.
PLANS

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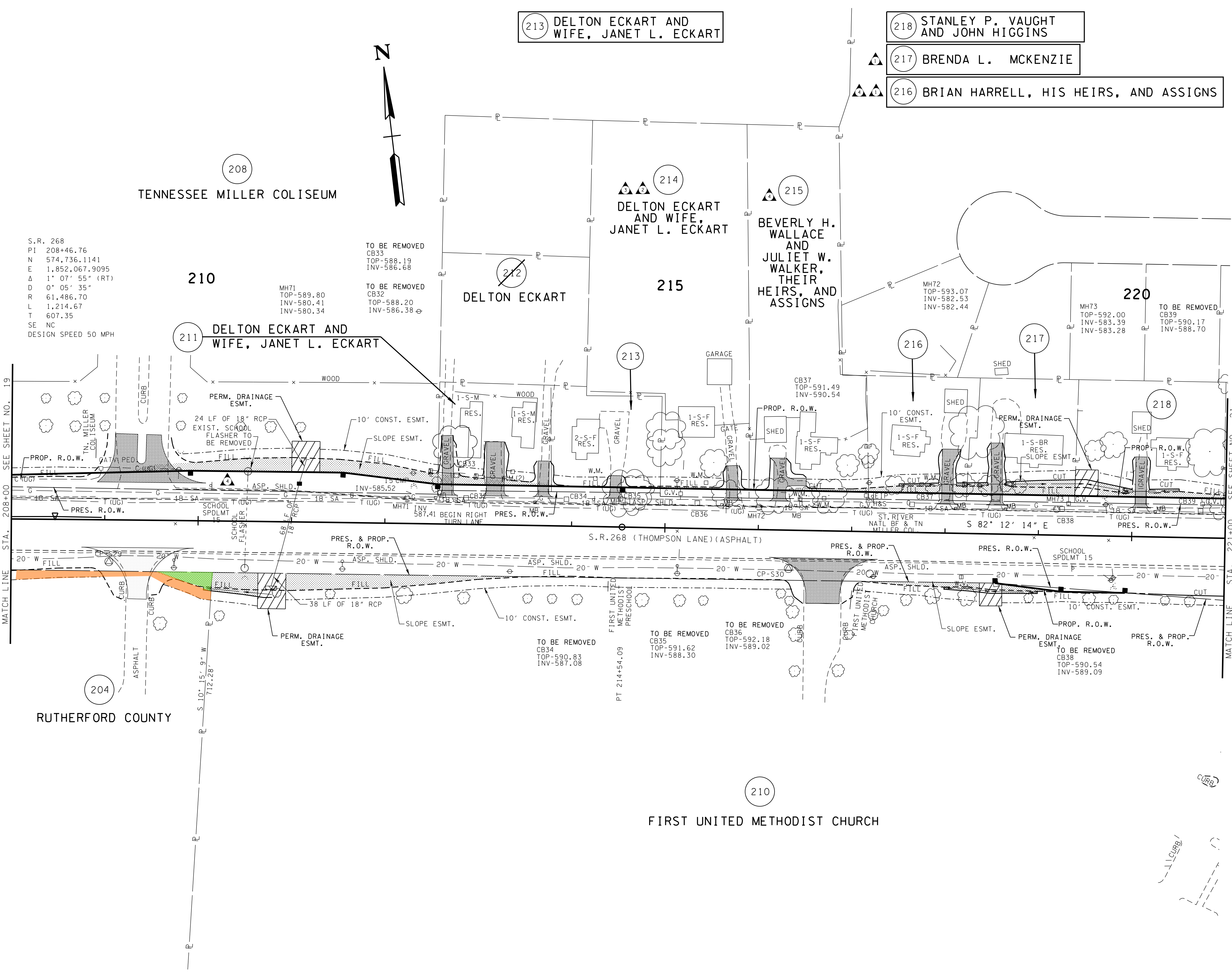
COORDINATES ARE NAD/83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED LAYOUT
STA. 195+00 TO STA. 208+00
SCALE: 1" = 50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	20

- 1 REVISED 7-24-2020: UPDATED PROPERTY OWNER FOR TRACTS 216, & 217.
- 2 REVISED 5-10-2021: UPDATED PROPERTY OWNER FOR TRACT 214.
- 3 REVISED 7-28-2021: UPDATED PROPERTY BOUNDARIES FOR TRACT 214.
- 4 REVISED 3-2-2022: UPDATED PROPERTY OWNERS FOR TRACTS 215 & 216. REVISED PROPOSED ROW LINE FOR TRACT 208.



**R.O.W.
PLANS**

SEALED BY

COORDINATES ARE NAD/83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT
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-M-268(4)	20A

- ▲ REVISED 7-24-2020: UPDATED PROPERTY OWNER FOR TRACTS 216, & 217.
- ▲ REVISED 5-10-2021: UPDATED PROPERTY OWNER FOR TRACT 214.
- ▲ REVISED 7-28-2021: UPDATED PROPERTY BOUNDARIES FOR TRACT 214.
- ▲ REVISED 3-2-2022: UPDATED PROPERTY OWNERS FOR TRACTS 215 & 216. REVISED PROPOSED ROW LINE FOR TRACT 208.

213 DELTON ECKART AND WIFE, JANET L. ECKART

218 STANLEY P. VAUGHT AND JOHN HIGGINS

217 BRENDA L. MCKENZIE

216 BRIAN HARRELL, HIS HEIRS, AND ASSIGNS

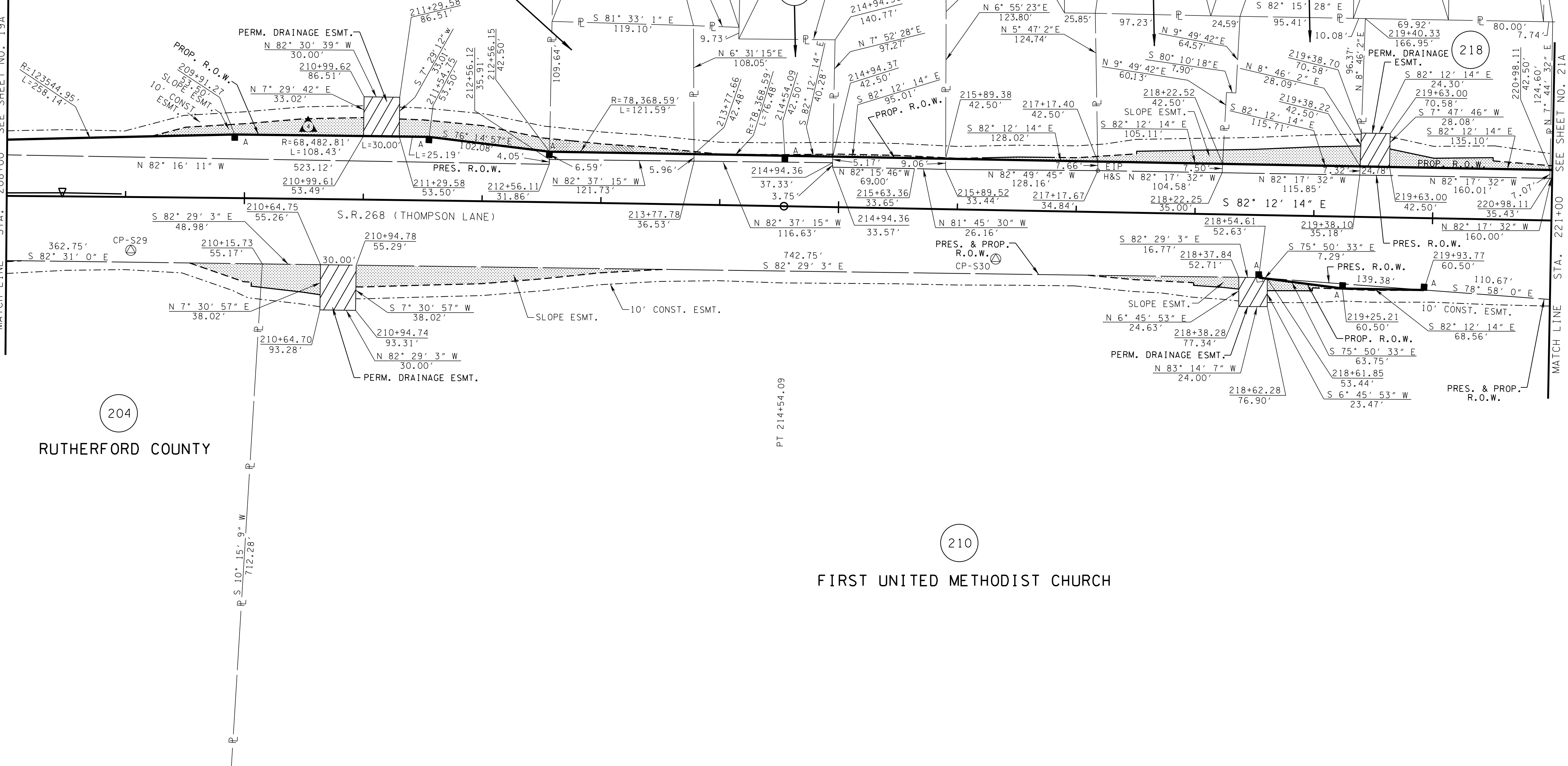
208 TENNESSEE MILLER COLISEUM

214 DELTON ECKART AND WIFE, JANET L. ECKART

215 BEVERLY H. WALLACE AND JULIET W. WALKER, THEIR HEIRS, AND ASSIGNS

211 DELTON ECKART AND WIFE, JANET L. ECKART

210 DELTON ECKART



R.O.W. PLANS

SEALED BY

COORDINATES ARE NAD/83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.000070 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

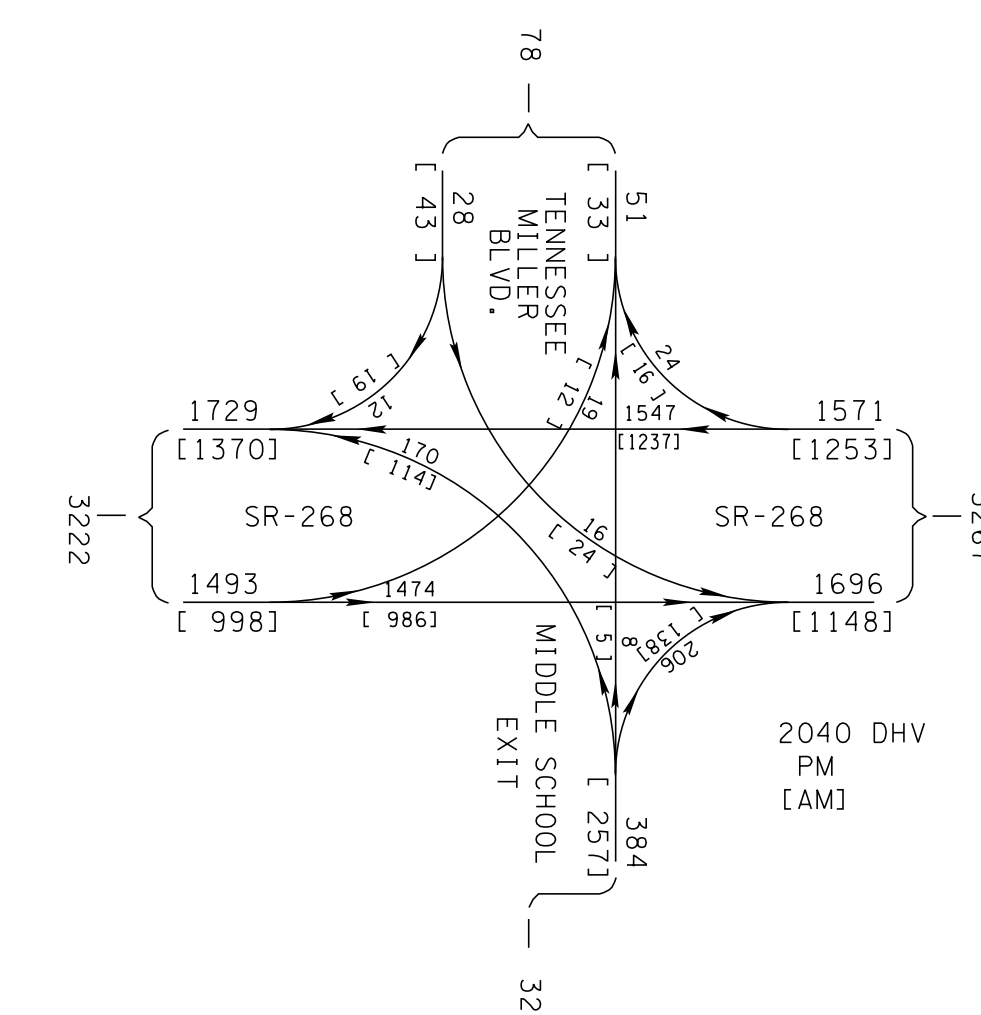
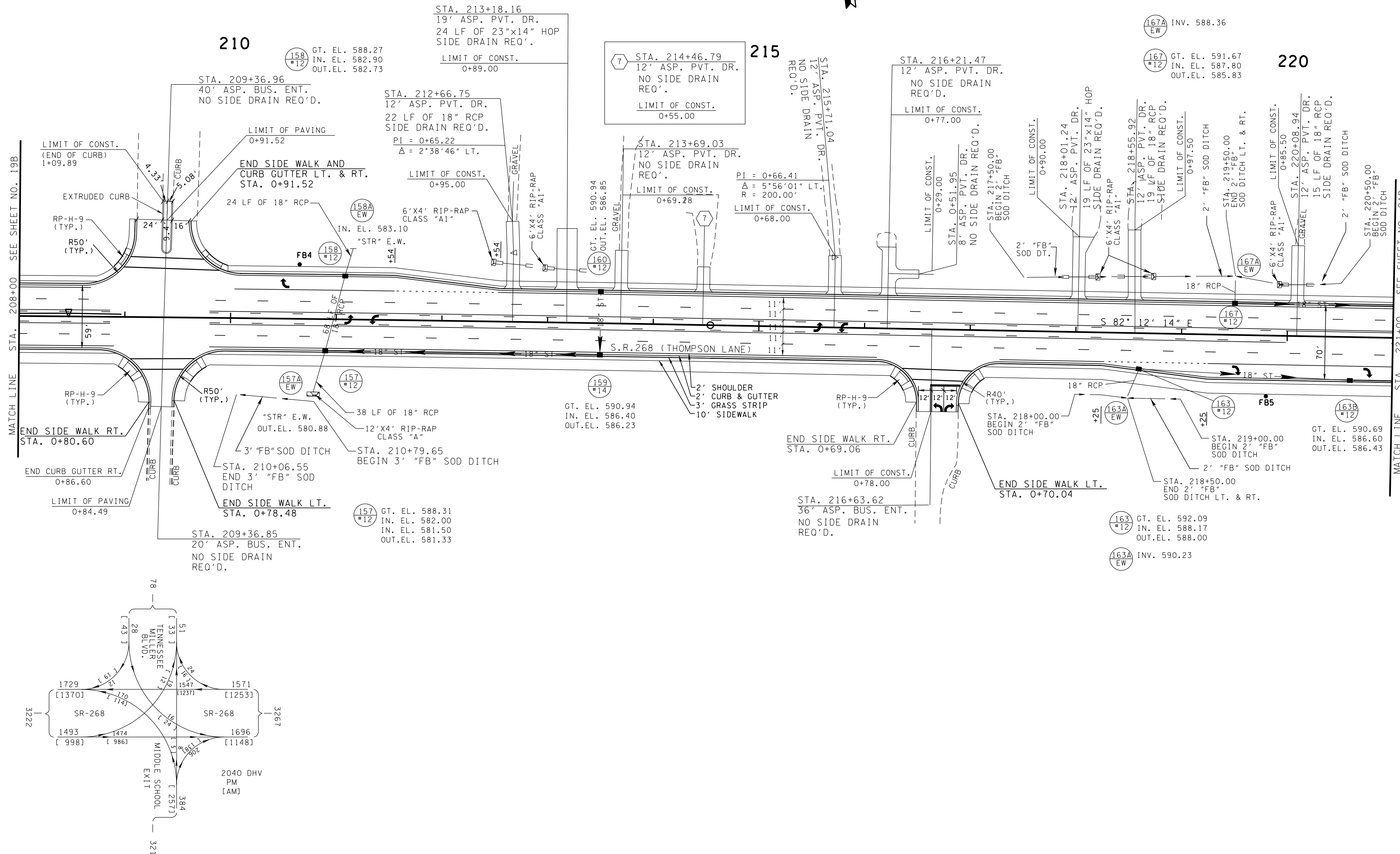
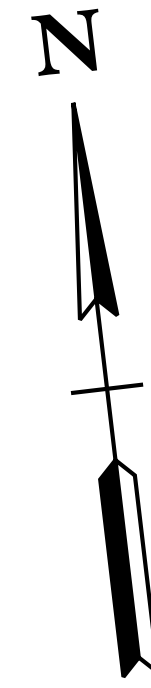
R.O.W. DETAILS

STA. 208+00 TO STA. 221+00

SCALE: 1" = 50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	20B

NOTE:
SEE SIGNAL LAYOUT SHEETS FOR PROPOSED
SCHOOL ZONE SIGNS AND FLASHER LAYOUT.



R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD/83(1995),
ARE DATUM ADJUSTED BY THE
FACTOR OF 1.000070 AND TIED TO
THE TGRN. ALL ELEVATIONS ARE
REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED
LAYOUT
STA. 208+00 TO STA. 221+00
SCALE: 1" = 50'

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

STATE 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 **\$58,150.00**, 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

RUTHERFORD COUNTY 9TH 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: ⁽¹⁾ N 87° 41'05" W 106.92', ⁽²⁾ N 83° 20'09" W 170.69', ⁽³⁾ 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: ⁽¹⁾ S 83° 56'33" E 595.79', ⁽²⁾ 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: ⁽¹⁾ 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', ⁽²⁾ N 86° 21'53" W 208.17', ⁽³⁾ N 83° 20'09" W 432.00', ⁽⁴⁾ 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: ⁽¹⁾ S 77° 03'31" E 43.15', ⁽²⁾ S 83° 20'09" E 170.69', ⁽³⁾ 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' right 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: ⁽¹⁾ S 77° 03'31" E 86.84', ⁽²⁾ S 83° 20'09" E 432.00', ⁽³⁾ 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: ⁽¹⁾ S 82° 15'44" E 279.28', ⁽²⁾ 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: ⁽¹⁾ westerly 8' ±, ⁽²⁾ northerly 3' ±, ⁽³⁾ 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 0.197 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 (Tr 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: ⁽¹⁾ S 77° 03'31" E 43.15', ⁽²⁾ S 83° 20'09" E 170.69', ⁽³⁾ 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: ⁽¹⁾ S 77° 03'31" E 86.84', ⁽²⁾ S 83° 20'09" E 432.00', ⁽³⁾ S 86° 21'53" E 208.17' ⁽⁴⁾ having a 61,437.22' radius curve right and easterly 133.64' to a point; thence with said existing south margin as follows: ⁽¹⁾ S 82° 15'44" E 279.28', ⁽²⁾ S 82° 31'00" E 362.75' to a point, said point being 55.17' right of S.R. 268 proposed centerline station 210 + 15.73; 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: ⁽¹⁾ westerly 898' ± ⁽²⁾ southerly 80' ± ⁽³⁾ westerly 30' ± ⁽⁴⁾ northerly 77' ± ⁽⁵⁾ westerly 697' ± ⁽⁶⁾ southerly 35' ± ⁽⁷⁾ westerly 30' ± ⁽⁸⁾ northerly 39' ± ⁽⁹⁾ westerly 380' ± to a point; thence with said east boundary N 06° 40'48" E 14' ± to the point of beginning, containing 0.530 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

NOTICE OF RELOCATION ELIGIBILITY
AND
EARLIEST VACATION DATE

STATE PROJECT: 75078-2206-54

COUNTY/S: Rutherford

FEDERAL PROJECT: STP-M-268(4)

PIN: 115906.00

TRACT #: 204

NAME: County Rutherford

RESIDENTIAL

NON-RESIDENTIAL

THIS IS NOT A NOTICE TO MOVE

As of 05/18/2023 the Department initiated negotiations for the acquisition of the above referenced lands which you now occupy. This is your notification that you are now eligible for applicable relocation benefits as outlined in the Relocation Information Notice and Relocation Brochure which you now have.

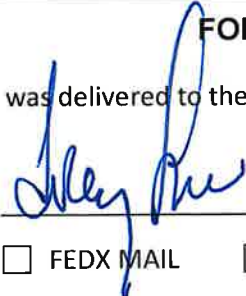
In no event will you be required to vacate the property earlier than 90 days from the date that the Department obtains legal possession or the date on which you receive a Notification of Relocation Payments (RA FORM 109 or RA FORM 116).

When the Department obtains legal possession, you will receive a second notice (RA FORM 120) with the specific date by which you must vacate the property.

FOR FIELD OFFICE USE

The original of this form was delivered to the displacee on:

Hand delivered



Displacee Signature

5-18-2023

Date

CERTIFIED MAIL

FEDX MAIL

UPS MAIL

Tracking #

Other: _____



Agent Signature

05/18/2023

Date

State of Tennessee Department of Transportation
Notification of Non-residential Relocation Payments

RA FORM-116
Revision 8-1-2014

STATE PROJECT: 75078-2206-54

COUNTY/S: Rutherford

FEDERAL PROJECT: STP-M-268(4)

PIN: 115906.00

TRACT #: 204

NAME: County Rutherford

Owner Tenant Business Farm Non-Profit Misc

RELOCATION PAYMENTS

The department has determined that you are eligible to receive a payment, not to exceed the amount listed below, for moving your personal property.

In order to be reimbursed for your moving expenses, you must provide the department advance written notice of the date on which you plan to start the move. Also, you must allow the state to make reasonable and timely inspections of the personal property and to monitor the move.

SELF MOVE\$ 7,230.00
COMMERCIAL MOVER*\$ _____
OPTIONAL PAYMENT (IN LIEU OF MOVE COST) **\$ _____

* Payment for moving cost under a commercial move shall be based on bills or invoices, not to exceed the amount shown above.

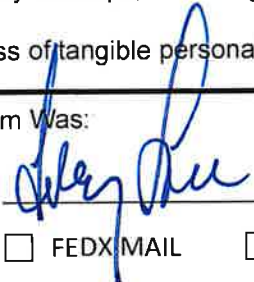
** Not to exceed \$40,000

You may also be eligible to be reimbursed for actual costs incurred for the following items. All costs must be reasonable and supported by receipted bills or other evidence of costs incurred. The relocation agent will explain under what circumstances you may be eligible for these expenses.

1. Reestablishment Expenses – Not to exceed \$25,000
2. Actual expenses incurred while searching for a replacement location, not to exceed \$2,500
3. Professional services necessary for planning and carrying out the move
4. Re-lettering signs and replacing stationery on hand that is made obsolete as a result of the move
5. Insurance for the replacement value of personal property in connection with the move
6. Licenses, permits, or certifications required at the replacement building base on the remaining life of any existing license, permit, or certification.
7. Charges for utility hookups, excluding expenses for providing utilities to the building or improvement
8. Actual direct loss of tangible personal property

The Original Of This Form Was:

Hand delivered



Displacee Signature

5-18-2023

Date

CERTIFIED MAIL

FEDX MAIL

UPS MAIL

Tracking #

Other: _____



Agent Signature

05/18/2023

Date

State of Tennessee Department of Transportation

ROW FORM 17B
Revision 11-26-2013

Offer to Acquire Real Property

STATE PROJ. #: 75078-2206-54
FED PROJ. #: STP-M-268(4)
PIN #: 115906.00

COUNTY/S Rutherford
TRACT #: 204
NEGOTIATOR: Thomas X. Killion
DATE PRINTED: MAY 15, 2023

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 IMPROVEMENTS ACQUIRED	B IMPROVEMENTS RETAINED
LAND (FEE SIMPLE)	\$20,900.00	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	\$2,100.00	\$0.00
DAMAGES	\$0.00	SAME AS A
SPECIAL BENEFITS	\$0.00	\$0.00
SLOPE EASEMENT	\$14,972.00	SAME AS A
TCE	\$20,140.00	SAME AS A
APPROVED COMPENSATION	\$58,112.00	\$0.00
UTILITY ADJUSTMENT	\$0.00	SAME AS A
OTHER	\$38.00	SAME AS A
GRAND TOTAL	\$58,150.00	\$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 Trey Lee on .

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

05/18/2023

Date



Negotiator Signature

**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:	5/10/2023
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
	John Gabriel Martin, MAI	\$58,100	3/6/2023	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 Ac	\$20,805	0.220 Ac	\$20,900		
PDE	0	\$0	0	\$0		
SLOPE EASEMENT	0.197 Ac	\$14,972	0.197 Ac	\$14,972		
TCE	0.530 Ac	\$20,140	0.530 Ac	\$20,140		
AIR RIGHTS	0	\$0	0	\$0		
OTHER		\$83		\$38		
(LAND OWNER) IMPROVEMENTS		\$2,100		\$2,100		
(LAND OWNER) DAMAGES/BENEFIT		\$0		\$0		
APPROVED OFFER AMOUNT		\$58,100		\$58,150		
UTILITY ADJUSTMENT		\$0		\$0		
(LAND OWNER) TOTAL		\$58,100		\$58,150		
TENANT IMPROVEMENTS TOTAL		\$0		\$0		
FORM 2 GRAND TOTAL		\$58,100		\$58,150		

ORIGINAL AREA SUMMARY

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

ALTERNATE AREA SUMMARY

ALTERNATE AREA ACQUIRED	ALTERNATE AREA AFTER ACQUISITION
0.220 Ac	104.671 Acres

COMMENTS TO NEGOTIATOR

Revised Form 2 issued, 5-10-2023, is based on the revised legal description of the acquisition areas supplied by agency staff via email, 4-21-2023. The appraisal report is well founded and based on proper appraisal technique using local vacant land sales to determine the site value. The fee simple value basis is \$95,000/Acre. The PSE is 80% and the TCE is 10% for the 4 year term of the easement of the fee simple value basis, respectively. The improvements acquired include 725+/- square feet of asphalt paving.



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

Agency Staff Approval: (If Consultant)

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, TN 37130
(B) Tenant: N/A

(C) Address and/or location of subject:

The subject property is located on the south side of W. Thompson Lane, approximately one-half mile west of Memorial Boulevard, in Murfreesboro, Rutherford County, Tennessee. The subject property is further identified as Parcel 069.01 on Rutherford County Tax Map 058. The subject tract is improved with Siegel Middle and High Schools and has a physical mailing address of 355 W. Thompson Lane, Murfreesboro, TN 37129.

2. Detail description of entire tract:

Site: The following description generally defines Tract 204, which is the subject of this appraisal report. The subject tract consists of land improved with Siegel Middle and High Schools; the physical features of the tract are described as follows: **Size:** 104.891 acres (4,569,052 SF). The tract area is based on the right-of-way acquisition table for Tract 204 from right-of-way plans furnished by T.D.O.T. **Shape:** The subject tract is irregular in shape. **Frontage/Depth:** The subject tract features an estimated ±2,027.24 linear feet of frontage on the south side of the existing right-of-way of W. Thompson Lane. The subject tract features an average depth of ±1,732 linear feet from its available road frontage on W. Thompson Lane (measurements for frontage are scaled from right-of-way plans furnished by T.D.O.T, average depth is scaled from a GIS measurement tool in Murfreesboro GIS). **Access:** The subject tract has legal access along the south side of W. Thompson Lane and the east side of Siegel Road via several asphalt-paved access drives. **Topography:** The subject tract exhibits mostly level to gently rolling topography. **Drainage:** Drainage appears to be visually adequate for the subject tract. **Visibility:** Good. **Exposure:** Good. **Utilities:** Electricity, city water, public sewer, natural gas, and telephone are available to the subject tract. **Easements:** Typical utility easements are assumed to have been present along the subject tract's perimeter; the appraiser is not aware of any easements that adversely affected the utility of the subject tract. **Flood Plain:** According to FEMA map/panel 47149C0145H, dated January 5, 2007, no portion of the subject tract is located in a designated flood hazard area. However, the appraiser is not qualified to determine whether the subject tract is, or is not, in a federally designated flood hazard area and does not assume any liability for the accuracy of this statement, or for the checked box, if any, below for item 3(B). The appraiser is unaware of any hazards that may have affected the property on the effective date of value. **Structural/Site Improvements:** The subject property is improved with Siegel Middle and High Schools constructed in 2001, along with various site improvements.

3. (A) Tax Map and Parcel 058/069.01 **(B) Is Subject in a FEMA Flood Hazard Area? Yes** ___ **No** X
If yes, Show FEMA Map/Zone _____

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 the 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.

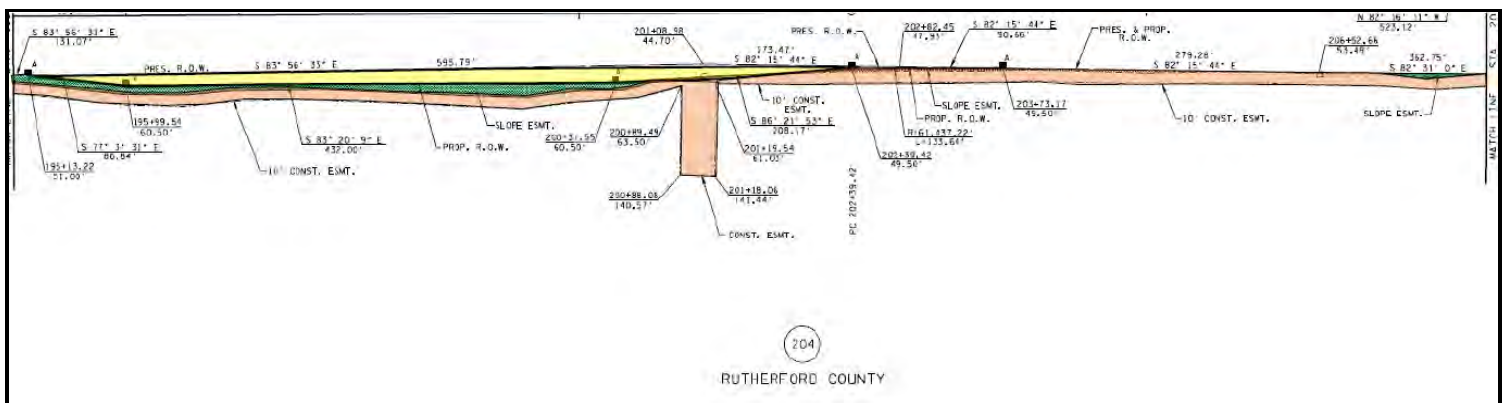
7. Detail Description of land acquired:

Fee Acquisition Area: The fee acquisition area contains ±0.219 acres (±9,540 SF). The fee acquisition is located along the northern site boundary of the subject tract adjacent to the south of the existing right-of-way of W. Thompson Lane. It is irregular in shape and exhibits a mostly level to gently rolling topography. The fee acquisition area consists of primarily cleared land with grass for ground cover. Approximately 725 square feet in total of two (2) existing asphalt-paved access drives are in the fee acquisition area.

Permanent Slope Easement: The permanent slope easement area consists of ±0.197 acres (±8,581 SF). Most of the permanent slope easement is located near the western portion of the tract, in between adjacent to the south of the fee acquisition and adjacent to the north of the temporary construction easement; a small portion of the permanent slope easement is adjacent to the south of the existing right-of-way of W. Thompson Lane is located near the eastern section of the tract. Its boundaries form an irregular shape and exhibits a mostly level to gently rolling topography. It consists primarily of cleared land with grass for ground cover and there are no structural or site improvements located in the permanent slope easement area.

Temporary Construction Easement: The temporary construction easement area consists of ±0.53 acres (±23,087 SF). It is partially located adjacent to the south of the permanent slope easement, and partially adjacent to the south of the existing right-of-way of W. Thompson Lane. Its boundaries form an irregular shape. The temporary construction easement area exhibits a mostly level to gently rolling topography and consists mostly of cleared land with grass for ground cover. Approximately 2,975 square feet in total of three (3) asphalt-paved access drives are located in the temporary construction easement area. This easement will be used for construction of a working area and erosion control outside of the proposed right-of-way line during the construction process.

A map identifying the slope easement and temporary construction easement areas is included below:



- Fee Acquisition Area
- Permanent Slope Easement
- Permanent Drainage Easement
- Temporary Construction Easement

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	Transferred via Quitclaim Deed
Existing Use	Zoning	Utilities Available	Off Site Improvements		Area Lot or Acreage
Vacant Land	RS-15	City Water, Public Sewer, Electricity, Natural Gas, Telephone	Two-lane arterial, primary roadway (W. Thompson Lane.), Asphalt-paved, secondary roadways (School driveways)		Total acres 104.891 per acquisition table

Prior Transfer History:

Based on public record, subject conveyed an ownership interest between related parties via quitclaim deed, and it appears it was not an arms-length transfer. There were no previous transfers of the subject tract in the past three years.

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

Highest and Best Use is defined by the Appraisal Institute as: "The reasonably probable use of a property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." (Page 109, The Dictionary of Real Estate Appraisal, Sixth Edition).

There are two types of highest and best use considerations. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs.

As Though Vacant

Legally Permissible: According to the current **Zoning Regulations** for the city of Murfreesboro, Rutherford County, Tennessee, the subject tract is currently zoned RS-15, Single-Family Residential District, which is described in the Zoning Ordinance of the city of Murfreesboro as follows: *this 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. Other uses such as schools, churches, and specified services associated with or compatible with the residential uses allowed in this district are also permitted subject to site plan review and approval or the issuance of a special permit therefor. It is also intended that the relatively low density of this district will permit, to the extent possible, the preservation of open space and natural amenities.* Therefore, the subject's zoning classification permits typical residential uses.

Physically Possible: The subject tract's physical characteristics, such as its size, shape, visibility, location, topography, and availability of utilities, render it suitable for those uses permitted by zoning.

Financially Feasible: Based on a review of U.S. Census data, between 2010 and 2021, the area within a five-mile radius of the subject property experienced a modest overall population growth of about 2.90% compounded annually. The population for 2022 was reported to be 96,092 compared to 2010 at 74,466. Over the same period, the total number of households reported within a five-mile radius of the subject increased from 28,927 total units to 37,960 units, or an increase of approximately 3.0% compounded annually, just over the average annual compounded growth rate of population over the same period. Census data also reported the median household income in a five-mile radius was \$70,641 in 2022. According to data from the State of Tennessee, the unemployment rate in Rutherford County decreased from 3.3% in August 2021 to 2.7% in August 2022. During this time frame, the residential mortgage market has begun to experience higher mortgage interest rates. The availability of financing is still good; however, it has begun to become less affordable, which may affect buyer demand for detached single-unit dwellings at current asking prices.

Conclusion – Financially Feasible

Based on an analysis of historic population, household income, and employment trends, and historic economic activity in the Rutherford County area, overall trends as of the effective date of value, have been steadily improving, with increases in population income, and employment. Therefore, construction of residential use that maximizes the development potential of the subject tract represents a financially feasible use, as of the effective date of this appraisal report.

Maximally Productive: Based on the subject tract's zoning, its physical characteristics, utilities, and market conditions as of the effective date of value for this report, the highest and best use of the subject tract, as vacant, is for development of a residential development that maximizes the development potential of the subject tract, as of the effective date of this appraisal report.

This appraisal is a "Formal Part-Affected" appraisal of a 100% ownership position. Consequently, those property elements (land and/or improvements) that are not essential considerations to the valuation solution are excluded from the scope of work. Therefore, no analysis of the highest and best use of the subject, as improved, is developed.

This Appraisal Is Based On Original Plans		Or Plan Revision	X	Dated: 07/29/2022
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Comments: All land areas are based on the right-of-way acquisition table in the furnished right-of-way plans with the last revision date indicated above that were provided to the appraisers by T.D.O.T. The final opinion of value is based on the extraordinary assumption that the information and land areas in the furnished right-of-way plans are accurate, true, and correct. If it is later determined that the land areas in the furnished right-of-way plans are not accurate, the appraiser reserves the right to modify the appraisal accordingly. Again, this appraisal report is based on the extraordinary assumption that the furnished right-of-way plans are true and correct.

Extraordinary Assumption: “An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.” (USPAP, 2020-2023 ed.) **The use of extraordinary assumptions may affect assignment results.**

OTHER IMPROVEMENTS

11.

Structure No.	<u>1</u>	No. Stories	<u>NA</u>	Age	<u>Unknown</u>	Function	<u>Access Drive</u>
Construction	<u>Asphalt</u>	Condition	<u>Good</u>	Sq. Ft. Area	<u>725</u>		
Replacement Cost	<u>\$2,987</u>	Depreciation	<u>30%</u>	Indicated Value	<u>\$2,100</u>		

Approximately 725 square feet in total of two (2) existing asphalt-paved access drives are located in the fee acquisition area. Based on cost figures from Marshall & Swift Valuation Service, the subject's access drives are best described as 2" asphalt on 2" (Sect 66, Page 2, January 2023) and an average base cost of \$3.25/SF is derived. When the current multiplier (1.07) is applied to the base cost, it results in a total cost of \$3.48/SF ($\$3.25/\text{SF} \times 1.07 = \3.48). The improvement exhibits physical depreciation estimated at 30% using the straight-line method. Replacement cost new: $\$3.48/\text{SF} \times 725 \text{ SF} = \$2,523 - \$757$ (30% depreciation) = \$1,766. After interviewing local asphalt contractors, an estimate for approximately \$4.12/SF for the installation of 2" asphalt on 2" base was given. Greater weight is given to the estimates provided by the local contractors. Based on this estimate, we conclude the Replacement Cost New is \$2,987 ($\$4.12 \times 725 \text{ SF} = \$2,987$), and after depreciation the contributory value would be \$2,091 ($\$2,987 - 896$ [30% depreciation] = \$2,091, rounded to \$2,100).

Structure No.	_____	No. Stories	_____	Age	_____	Function	_____
Construction	_____	Condition	_____	Lin. Ft	_____		
Replacement Cost	_____	Depreciation	_____	Indicated Value \$	_____		

OTHER COMMENTS AND EXPLANATION OF REPLACEMENT COST AND DEPRECIATION:

Structure No.	_____	No. Stories	_____	Age	_____	Function	_____
Construction	_____	Condition	_____	Sq. Ft. Area	_____		
Replacement Cost	_____	Depreciation	_____	Indicated Value \$	_____		

OTHER COMMENTS AND EXPLANATION OF REPLACEMENT COST AND DEPRECIATION:

OTHER COMMENTS AND EXPLANATION OF REPLACEMENT COST AND DEPRECIATION:

Summary of Indicated Values

Structure 1 - \$2,100
Total - \$2,100

Although approximately 2,975 square feet in total of three (3) existing asphalt-paved access drives are in the temporary construction easement and may be demolished as part of construction of the project, TDOT will reinstall any affected area of the asphalt-paved access drives located in the temporary construction easement area, in similar or better condition than it was on the effective date of this appraisal report, upon completion of the project. Therefore, there is no contributory value of the affected improvements in the temporary construction easement to be added to the total estimated market value of the subject tract.

State Project No.	<u>75078-2206-54</u>	County	<u>Rutherford</u>	Tract No.	<u>204</u>
Federal Project No.	<u>STP-M-268(4)</u>	Name of Appraiser	<u>John Gabriel Martin, MAI, CG-3315</u>		

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.

Comparability Analysis		Sale No. <u>LS-64</u> 3585 Old Lebanon Pike, Murfreesboro, TN		Sale No. <u>LS-65</u> Central Valley Rd, Murfreesboro, TN		Sale No. <u>LS-66</u> 1229 Compton Rd, Murfreesboro, TN	
CASH EQUIVALENT Sales Price		\$7,000,000		\$4,700,000		\$8,399,000	
Date of Sale	# of Periods	8/16/2022	7 Months	5/12/2022	10 Months	8/22/2022	7 Months
% Per Period	Time Adj.	None	0.0%	None	0.0%	None	0.00%
Sales Price Adj. for Time		\$7,000,000		\$4,700,000		\$8,399,000	
Proximity to Subject		±1/2 Mile NE		±2.5 Miles NE		±3 Miles E	
Unit Value Land		\$94,723		\$127,579		\$107,281	
SF <input type="checkbox"/>	F <input type="checkbox"/>	Acre <input checked="" type="checkbox"/>	Lot <input type="checkbox"/>				
Elements	Subject	Description	(+)(-) Adj.	Description	(+)(-) Adj.	Description	(+)(-) Adj.
Location (A)	Murfreesboro	Murfreesboro	0	Murfreesboro	0	Murfreesboro	0
Size (AC) (B)	104.891 Acres (4,569,052 SF)	73.90 Acres	0	36.84 Acres	0	78.29 Acres	0
Shape (C)	Irregular	Irregular	0	Irregular	0	Irregular	0
Visibility (D)	Good	Good	0	Good	0	Good	0
Topography (E)	Level to Gently Rolling	Level to Rolling	0	Level to Rolling	0	Level to Rolling	0
Access (F)	Public Road/ Good	Public Road/Good	0	Public Road/Good	0	Public Road/Good	0
Zoning (G)	RS-15	RM	0	PUD	0	PRD	0
Utilities Available (H)	W/S/E/T/G	W/S/E/T/G	0	W/S/E/T/G	0	W/S/E/T/G	0
Encumbrance s Easements, etc. (I)	Typical Utility Easements	Typical Utility Easement	0	Typical Utility Easements	0	Typical Utility Easements	0
Off-Site Improvement s (J)	None	None	0	None	0	None	0
On-Site Improvement s (K)	None	None	0	None	0	None	0
NET ADJUSTMENTS		(+)(-)		(+)(-)		(+)(-)	
ADJUSTED INDICATED UNIT VALUE			\$94,723	\$127,579	\$107,281		
(B) TOTAL INDICATED VALUE OF SUBJECT LAND		\$9,965,000	(<u>\$95,000 X 104.891 acres</u>)		\$9,964,645		
			Correlated Unit Value X Units		\$9,965,000 (r)		

COMMENTS: Continued on the following page.....

14. LAND VALUE ANALYSIS – CONT'D (LAND SALES 4-5)

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.

Comparability Analysis		Sale No. <u>LS-15</u> 4570 Franklin Road, Murfreesboro, TN		_____		_____	
CASH EQUIVALENT Sales Price		\$4,800,000					
Date of Sale	# of Periods	5/13/2022	10 Months				
% Per Period	Time Adj.	None	0.0%				
Sales Price Adj. for Time		\$4,800,000					
Proximity to Subject		±6.2 Miles SW					
Unit Value Land SF <input type="checkbox"/> F <input type="checkbox"/> Acre <input checked="" type="checkbox"/> Lot <input type="checkbox"/>		\$165,132					
Elements	Subject	Description	(+)(-) Adj.	Description	(+)(-) Adj.	Description	(+)(-) Adj.
Location (A)	Murfreesboro	Murfreesboro	0				
Size (AC) (B)	104.891 Acres (4,569,052 SF)	29.07 Acres	0				
Shape (C)	Irregular	Irregular	0				
Visibility (D)	Good	Good	0				
Topography (E)	Level to Gently Rolling	Mostly Level	0				
Access (F)	Public Road / Good	Public Road / Good	0				
Zoning (G)	RS-15	RS-8	0				
Utilities Available (H)	W/S/E/T/G	W/S/E/T/G	0				
Encumbrances Easements, etc. (I)	Typical Utility Easements	Typical Utility Easements	0				
Off-Site Improvements (J)	None	None	0				
On-Site Improvements (K)	None	None	0				
(L)							
NET ADJUSTMENTS		(+)(-)		(+)(-)		(+)(-)	
ADJUSTED INDICATED UNIT VALUE			\$165,132				
(B) TOTAL INDICATED VALUE OF SUBJECT LAND		\$9,965,000	$\left(\$95,000 \times 104.891 \text{ acres} \right)$		\$9,964,645		
			$\left(\text{Correlated Unit Value} \times \text{Units} \right)$		\$9,965,000 (r)		

COMMENTS:

In this area, the most widely accepted method of valuing large residential tracts, such as the subject, is on a per-acre basis. Due to the size of the subject's area of request and the comparable sales, the per-acre unit price is the appropriate unit of measurement for the subject tract.

A thorough search of the subject neighborhood, Murfreesboro, and Rutherford County areas was conducted for properties comparable to the subject. However, limited comparable sale data were available. Consequently, the search for comparable sale data was expanded geographically and chronologically. Although there is a variance in parcel size between the sales, and some of the comparable sales are located farther than desirable, the land sales presented are the most current comparable land sales available, and they are deemed the best indicators of market value for the subject.

As shown in the preceding analysis, the comparable land sales form a range in size from 29.07 acres to 78.29 acres, and they form a range in unit price from \$94,723/acre to \$165,132/acre, with an average indication of \$123,679/acre and a median indication of \$117,430/acre.

Due to a limited amount of comparable sale data, additional quantitative adjustments could not be extracted from the available market data. Consequently, the different elements of comparison between the subject and the comparable land sales are considered on a qualitative basis in this analysis.

The sales were compared to the subject based on property rights conveyed, financing, sale conditions, market conditions and physical characteristics. To the best of our knowledge, all of the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash or cash-equivalent mortgage financing to seller conveyances, whereby atypical financing was not a factor in the sales price. To our knowledge, there were no unusual sale conditions involved in any of the transactions.

A qualitative sales comparison grid is presented as follows:

Qualitative Sales Comparison Grid

	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Adj. Sale Price		\$7,000,000	\$4,700,000	\$8,399,000	\$4,800,000
Adj. Price/Acre		\$94,723.00	\$127,579.00	\$107,281.00	\$165,132.00
Sale Date		8/16/2022	5/12/2022	8/22/2022	5/13/2022
Qualitative Comparison Grid					
Market Conditions	Current	7 Months	10 Months	7 Months	10 Months
		Similar	Similar	Similar	Similar
Location	W. Thompson Lane	Lebanon Pike	Central Valley Rd	Compton Rd	Franklin Rd
		Similar	Similar	Similar	Similar
Zoning	RS-15	RM	PUD	PRD	RS-8
		Similar	Similar	Similar	Similar
Size (Acres)	104.891	73.9	36.84	78.29	29.07
		Similar	Superior	Similar	Superior
Access	Good	Good	Good	Good	Good
		Similar	Similar	Similar	Similar
Visibility	Good	Good	Good	Good	Good
		Similar	Similar	Similar	Similar
Topog./ Dev. Potential	Level to Gently Rolling	Level to Rolling /Good	Level to Rolling /Good	Level to Rolling /Good	Mostly Level/Good
		Similar	Similar	Similar	Similar
Overall Comparison		<i>Similar</i>	<i>Superior</i>	<i>Similar</i>	<i>Superior</i>

Market Conditions: Comparable Sales 1-4 occurred within the twelve-month period immediately preceding the effective date of value for this appraisal report. As such, they represent some of the most recent sales deemed similar to the subject site and transferred during similar market conditions; therefore, no adjustment for market conditions is warranted.

Location: All of the comparable sales are located in Murfreesboro TN and are ranked as similar to the subject in terms of location. Therefore, no adjustments are warranted.

Zoning: The subject property is zoned RS-15. According to Murfreesboro and Rutherford County zoning ordinances, Comparable Sales 1-4 are all residential and planned residential districts for residential use and are relatively similar overall to the subject in terms of highest and best use. Therefore, no adjustment for zoning is necessary.

Size: The four (4) closed land sales included in this analysis form a range in size from 29.07 to 78.29 acres, with an average indication of 54.52 acres and a median indication of 55.37 acres. Typically, an inverse relationship exists between size and unit price. Consequently, no adjustment for size is necessary. Sales 2 and 4 are significantly smaller than the subject and they are ranked superior to the subject, as expressed in unit price, while Sales 1 and 3 are ranked as similar to the subject in this regard. Due to a lack of available market data, a quantitative adjustment in price paid for size differences could not be extracted and credibly supported. Therefore, adjustments for size are considered on a qualitative basis in this analysis.

Shape: The subject tract and Comparable Sales 1-4 have irregular shapes. Therefore, the comparable land sales are relatively similar overall to subject in terms of overall utility, and consequently, no adjustment for shape is necessary.

Visibility: The subject features good visibility from its available road frontage. All the comparable land sales also feature good visibility from their available road frontage, and no adjustment for visibility is warranted.

Access: The subject has direct legal access from W. Thompson Lane, a two-lane asphalt-paved public road. Similarly, all of the comparable land sales have direct legal access along their available road frontage, which is reasonably similar overall to the subject; therefore, no adjustments for access are warranted.

Topography/Development Potential: The subject exhibits a level to gently rolling topography. Based on observation, Sales 1-4 were mostly level to gently rolling and are deemed generally similar to the subject in terms of topography and no adjustment is warranted.

Encumbrances, Easements, Etc.: Based on a review of available public documents and data, the subject property features typical easements, and all of the comparable sales were reasonably similar to the subject in this regard. Consequently, no adjustments for encumbrances, easements, etc., are warranted.

Utilities: The subject tract reportedly has city water, public sewer, electricity, natural gas, and telephone utilities available. All of the comparable sales are similar to the subject in terms of their availability of utilities and no adjustment is necessary.

Off-Site Improvements: All of the comparable sales are generally similar overall to the subject in this regard. Therefore, no adjustments for off-site improvements are warranted.

Valuation conclusion and reconciliation: In conclusion, the comparable land sales provide a reasonable range from which to estimate the "as is" market value of the subject tract. The four (4) comparable land sales form a range in size from 29.07 acres to 78.29 acres, and they form a range in unit price from \$94,723/acre to \$165,132/acre, with an average indication of \$123,679/acre and a median indication of \$117,430/acre. Sales 1 and 3 are ranked as similar overall to the subject, while Sales 2 and 4 are ranked as superior overall to the subject. Therefore, with all pertinent factors considered, including the subject's location and size, greatest emphasis is given to Sale 1, and the "as is" unit value of the subject tract via the sales comparison approach is reconciled to be \$95,000/acre. Therefore, **\$95,000/acre** will be used later in this appraisal report for valuation purposes. When this unit value is applied to the subject's 104.891-acre tract, it generates an "as is" market value of \$9,965,000 (\$95,000/acre x 104.891 acres = \$9,964,645) or \$9,965,000 rounded.

17. EXPLANATION and/or BREAKDOWN OF LAND VALUES:

(A) VALUATION OF LAND

LAND 104.891 S.F. F.F. ACRE LOT @ \$ \$95,000 (Average) Per Unit \$ \$9,965,000

State Project No. 75078-2206-54 County Rutherford Tract No. 204
 Federal Project No. STP-M-268(4) Name of Appraiser John Gabriel Martin, MAI, CG-3315

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	\$ _____

REMARKS

The subject contains 104.891 acres (4,569,052 SF) per the provided TDOT acquisition table, and the estimated "as is" market value of the subject's tract is \$9,965,000 rounded, which equates to approximately \$95,000/acre, and these unit prices will be utilized throughout the appraisal report for valuation purposes.

18. APPROACHES TO VALUE CONSIDERED

(A) Indicated Value of	<input checked="" type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected from SALES COMPARISON APPROACH	\$ 9,965,000
(B) Indicated Value of	<input type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected from COST APPROACH	\$ _____
(C) Indicated Value of	<input type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected from INCOME APPROACH	\$ _____

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

For residential land, like the subject, the sales comparison approach is the most applicable approach to value. Furthermore, neither the cost approach, nor the income approach was necessary to produce credible results.

The reconciled final opinion of value for the subject on the effective date of value was \$9,965,000.

19. FAIR MARKET VALUE of	<input checked="" type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected.....	\$ 9,965,000
(A) TOTAL AMOUNT DUE OWNER if	<input type="checkbox"/> Entire Tract	<input checked="" type="checkbox"/> Part Affected Acquired.....	\$ 58,100
(B) AMOUNT ATTRIBUTABLE TO:	Land \$ 56,000	Improvements \$ 2,100	

REMARKS:

The value of the temporary construction easement is estimated by multiplying the "as is" unit value of the subject property's acreage by a required rate of return based on a four-year lease term. Therefore, the calculation for the temporary construction easement is as follows: 0.530 acres @ 95,000/acre = \$50,350 x 10% = 5,035 x 4 years = \$20,140

The value of the permanent slope easement is calculated by multiplying the "as is" unit value of the subject property's acreage by 80%. Therefore, the calculation for the permanent slope easement is as follows: 0.197 acres x \$95,000/acre = \$18,715 x 80% = \$14,972

Although approximately 2,975 square feet in total of three (3) existing asphalt-paved access drives are in the temporary construction easement area, TDOT will reinstall any affected areas of the asphalt access drives, in similar or better condition than it was on the effective date of this appraisal report, upon completion of the project. Therefore, there is no contributory value of the affected improvements in the temporary construction easement to be added to the total estimated market value of the subject tract.

20.

VALUE OF ENTIRE TRACT..... \$9,965,000

AMOUNT DUE OWNER IF ONLY PART ACQUIRED (Detail breakdown)

State Project No.	75078-2206-54	County	Rutherford	Tract No.	204
Federal Project No.	STP-M-268(4)	Name of Appraiser	John Gabriel Martin, MAI, CG-3315		

A.	<u> X </u>	Land Acquired: (Fee)	<u> 0.219 </u>	S.F.	<input type="checkbox"/>	Ac.	<input checked="" type="checkbox"/>	@	<u> \$95,000 </u>	<u> \$20,805 </u>
		Land Acquired: (Fee)	_____	S.F.	<input type="checkbox"/>	Ac.	<input type="checkbox"/>	@	_____	_____
		Drainage Easement	_____	S.F.	<input type="checkbox"/>	Ac.	<input type="checkbox"/>	@	_____	_____
	<u> X </u>	Slope Easement	<u> 0.197 </u>	S.F.	<input type="checkbox"/>	Ac.	<input checked="" type="checkbox"/>	@	<u> \$76,000 </u>	<u> \$14,972 </u>
	<u> X </u>	Construction Easement	<u> 0.530 </u>	S.F.	<input type="checkbox"/>	Ac.	<input checked="" type="checkbox"/>	@	<u> \$38,000 </u>	<u> \$20,140 </u>

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

 Structure 1 _____ \$2,100

C. Value of Part Acquired Land & Improvements (Sub-Total)..... \$58,017

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

E. Sum of A, B and D: \$58,017

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

G. TOTAL AMOUNT DUE OWNER; if only part is Acquired..... \$58,100 (r)

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

A. LAND REMAINDER		AMOUNT PER UNIT		DAMAGES		REMAINING VALUE	
		BEFORE	AFTER	%	\$		
Left	_____	S.F.	<input checked="" type="checkbox"/>	Ac.	<input type="checkbox"/>	@	
	_____	S.F.	<input type="checkbox"/>	Ac.	<input type="checkbox"/>	@	
	_____	S.F.	<input type="checkbox"/>	Ac.	<input type="checkbox"/>	@	
Right	<u> 104.672 </u>	S.F.	<input type="checkbox"/>	Ac.	<input checked="" type="checkbox"/>	@	\$95,000
	_____	S.F.	<input type="checkbox"/>	Ac.	<input type="checkbox"/>	@	
	_____	S.F.	<input type="checkbox"/>	Ac.	<input type="checkbox"/>	@	

REMAINDER VALUE OF LAND..... \$9,943,840
 LESS AMOUNT PAID FOR EASEMENTS IN ITEM 20A..... \$35,112
 LESS COST TO CURE (Line 20-D)..... _____
 TOTAL REMAINDER VALUE OF LAND..... \$9,908,728

B. IMPROVEMENTS REMAINDER	BEFORE VALUE	DAMAGES		REMAINING VALUE
		%	\$	
Improvement No. _____				
Improvement No. _____				
Improvement No. _____				
Improvement No. _____				
Improvement No. _____				

REMAINDER VALUE OF IMPROVEMENTS..... _____
 LESS COST TO CURE ITEMS..... _____
 TOTAL REMAINDER VALUE OF LAND & IMPROVEMENTS..... \$9,908,800 (r)

REMARKS:

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 left remainder of the subject tract, which consists of 104.672 acres, will remain the same after the acquisition of the permanent drainage easement and temporary construction easement.

24. DESCRIBE REMAINDER (S):

The purpose of the right of way project is the improvement of W. Thompson Lane by adding two center turn-lanes, one travel-lane, a walking path/bike. This will include adding grading, drainage some retaining walls and guard rails along the project's roadway.

According to the right-of-way acquisition table in the right-of-way plans, provided by the Tennessee Department of Transportation, the remainder area to the left of the centerline will consist of 104.672 acres (4,559,512 SF). The remainder will change in terms of tract size from the "before" situation because of the fee acquisition which includes an irregular shaped 0.219-acre area along the northern site boundary of the subject tract adjacent to the south of the existing right-of-way of W. Thompson Lane. Prior to the project, the subject tract had an irregular shape, and will remain irregular in shape. The topography of the tract will remain unchanged. However, the topography around the areas of the shoulder in the proposed right of way will change. A summary chart of the amount of cut/fill at the shoulder, the downward slope from the shoulder to the drainage ditch, as well as any upward slope from the drainage ditch to the new proposed subject property line is shown as follows:

Cut/Fill Chart at Shoulder - Tract 204 (Stations 190+00.00 - 208+00.00)					
Amount of Cut/Fill	Location	Station	Cut/Fill Slope to Ditch	Cut/Fill Slope to Rock Line	
Fill +/- 3'	W. Thompson Lane	190+00.00	3:1		N/A
Fill +/- 3'	W. Thompson Lane	190+50.00	3:1		N/A
Fill +/- 2.5'	W. Thompson Lane	191+00.00	3:1		N/A
Fill +/- 3'	W. Thompson Lane	191+50.00	3:1		N/A
Fill +/- 4'	W. Thompson Lane	192+00.00	-		N/A
Fill +/- 3.5'	W. Thompson Lane	192+50.00	-		N/A
Fill +/- 1'	W. Thompson Lane	193+00.00	3:1		N/A
Fill +/- 0.5'	W. Thompson Lane	193+50.00	3:1		N/A
Fill +/- 2'	W. Thompson Lane	194+00.00	3:1		N/A
Fill +/- 2.5'	W. Thompson Lane	194+50.00	3:1		N/A
Fill +/- 2.5'	W. Thompson Lane	195+00.00	3:1		N/A
Fill +/- 2.5'	W. Thompson Lane	195+50.00	3:1		N/A
Fill +/- 2'	W. Thompson Lane	196+00.00	3:1		N/A
Fill +/- 2.5'	W. Thompson Lane	196+50.00	3:1		N/A
Fill +/- 2'	W. Thompson Lane	197+00.00	3:1		N/A
Fill +/- 2'	W. Thompson Lane	197+50.00	3:1		N/A
Fill +/- 3'	W. Thompson Lane	198+00.00	3:1		N/A
Fill +/- 3.5'	W. Thompson Lane	198+50.00	3:1		N/A
Fill +/- 3'	W. Thompson Lane	199+00.00	3:1		N/A
Fill +/- 2.5'	W. Thompson Lane	199+50.00	3:1		N/A
Fill +/- 2'	W. Thompson Lane	200+00.00	3:1		N/A
Fill +/- 1'	W. Thompson Lane	200+50.00	3:1		N/A
Fill +/- 0.5'	W. Thompson Lane	201+00.00	3:1		N/A
Fill +/- 1'	W. Thompson Lane	201+50.00	3:1		N/A
Fill +/- 0.5'	W. Thompson Lane	202+00.00	3:1		N/A
Fill +/- 0.5'	W. Thompson Lane	202+50.00	3:1		N/A
Fill +/- 0.5'	W. Thompson Lane	203+00.00	3:1		N/A
Fill +/- 1'	W. Thompson Lane	203+50.00	3:1		N/A
Fill +/- 0.5'	W. Thompson Lane	204+00.00	3:1		N/A
Fill +/- 1.5'	W. Thompson Lane	204+50.00	3:1		N/A
Fill +/- 1'	W. Thompson Lane	205+00.00	3:1		N/A
Fill +/- 1.5'	W. Thompson Lane	205+50.00	3:1		N/A
Fill +/- 1'	W. Thompson Lane	206+00.00	3:1		N/A
Fill +/- 2'	W. Thompson Lane	206+50.00	3:1		N/A
Fill +/- 1'	W. Thompson Lane	207+00.00	3:1		N/A
Fill +/- 2'	W. Thompson Lane	207+50.00	3:1		N/A
Fill +/- 2'	W. Thompson Lane	208+00.00	3:1		N/A

In conclusion, the subject tract's highest and best use, as vacant, will remain the same after the acquisition of the fee acquisition area, permanent slope easement and temporary construction easements, and the "as is" market unit value of the subject tract's remainder after will be unchanged relative to before the acquisition of the fee acquisition area, slope easement and temporary construction easement.

25. Amount of DAMAGE This Page To---- Item 20-D _____ \$0
(A) Amount of BENEFITS This Page To---- Item 20-F _____ \$0

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.



**VIEW FROM
W.
THOMPSON
LANE,
FACING
WEST**

TRACT 204
MARCH,6
2023



**VIEW FROM
W.
THOMPSON
LANE,
FACING
EAST**

TRACT 204
MARCH,6
2023



**VIEW OF
TEMP.
CONST.
ESMT. AND
SLOPE
ESMT. AND
PROPOSED
ROW AREA
LOOKING
GENERALLY
WEST**

TRACT 204
MARCH,6
2023



**VIEW OF
TEMP.
CONST.
ESMT. AND
PROPOSED
ROW AREA
LOOKING
GENERALLY
EAST.**

TRACT 204
MARCH,6
2023



**VIEW OF
TEMP.
CONST.
ESMT.
LOOKING
GENERALLY
WEST**

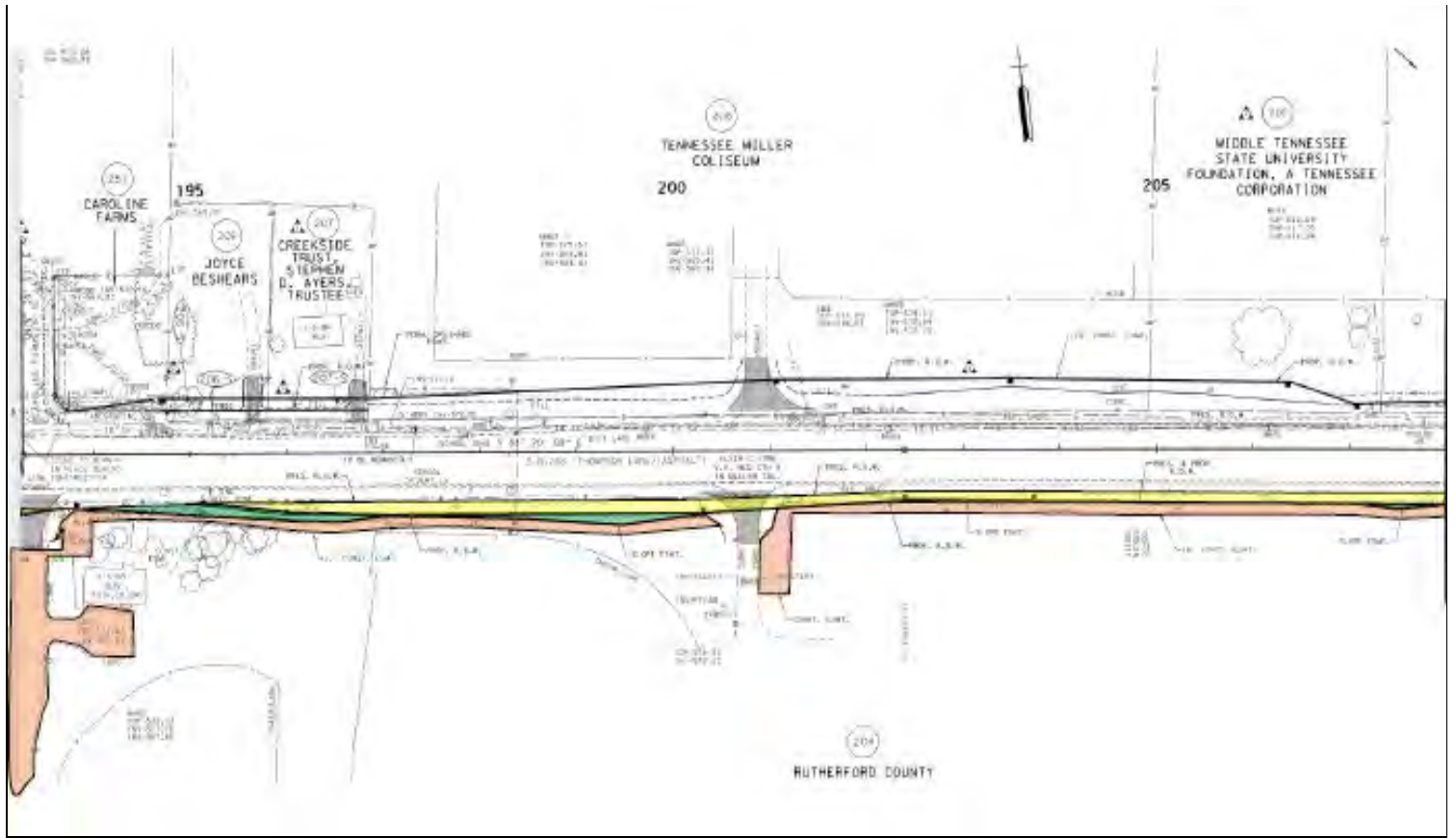
TRACT 204
MARCH,6
2023



**VIEW OF
TEMP.
CONST.
ESMT. AND
SLOPE
ESMT.
LOOKING
GENERALLY
WEST**

TRACT 204
MARCH,6
2023

PRESENT LAYOUT VIEW



AERIAL MAP



THE BOUNDARIES OF THE SUBJECT ARE OUTLINED IN WHITE

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* 2nd 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, 14th ed. Chicago, IL.*

The proposed acquisition consists of a fee acquisition and/or easement rights for the proposed construction of a highway. 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:

 X 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.

EXPOSURE PERIOD

It is understood that in order for the subject property to achieve the market value estimated herein, an exposure period of 12 months or less is required assuming competent marketing efforts.

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.

SIGNIFICANT APPRAISAL ASSISTANCE

The 2020-2023 edition of the Uniform Standards of Professional Appraisal Practice (USPAP) requires that any significant real property appraisal assistance provided by an individual who does not sign the certification page be summarized in the appraisal report. Gerron Scissum provided significant real property appraisal assistance in the development and reporting of this appraisal report.

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.

State Project No. 75078-2206-54 County Rutherford Tract No. 204
Federal Project No. STP-M-268(4) Name of Appraiser John Gabriel Martin, MAI, CG-3315

ASSUMPTIONS, EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL CONDITIONS, and LIMITING CONDITIONS (continued)

- (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.
- (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 213)
- (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.

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

- (1) The statements of fact contained in this appraisal 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, 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) Gerron Scissum provided significant real property appraisal assistance to the person signing this certification.
- (11) That I understand that said appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Tennessee 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.

(15) THAT the OWNER (Name) Rutherford County was contacted on (Date) 2/21/2023 .

In Person By Phone *By Mail, and was given an opportunity for she or her designated representative (Name) Unknown 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) 3/6/2023 .

*If by mail attach copy to 2A-12

Date(s) of inspection of subject 3/6/2023

Date(s) of inspection of comparable sales 3/6/2023

- (16) That the centerline and/or right-of-way limits were not 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 6th day of March 2023 is \$58,100 Based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature  Date of Report 3/8/2023

State of Tennessee Certified General Real Estate Appraiser License Number CG-3315



February 26, 2023

Dear Sally Martin:

The following is in response to your request for proof of delivery on your item with the tracking number:
7022 0410 0001 4354 8722.

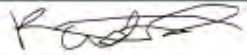
Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	February 21, 2023, 12:30 pm
Location:	MURFREESBORO, TN 37130
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Shipment Details

Weight: 1.0oz

Recipient Signature

Signature of Recipient:	
Address of Recipient:	Rachel L. Martin 1 Parkside Murfreesboro

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

VACANT LAND

MARKET DATA

(Sales & Rentals)

Address or General Location 3585 Old Lebanon Pike, Murfreesboro, TN 37129

Directions to Property From, US-Hwy 231 and State Hwy 268/W. Thompson Ln intersection, continue north on Memorial Blvd for 2/5 a mile and this sale will be on the left

Tax Map and Parcel No. 058/046.00 Instrument # 2454581 Property Rights Fee Simple

Grantor Charles Campbell et al Grantee Hollingshead Land, LLC

Date of Sale 8/16/2022 Verified Consideration 7,000,000 Verified Warranty Deed

Financing: Type Typical Interest Rate N/A Terms Cash to Seller

MOTIVATION OF SALE Typical; Arms- Length

PHYSICAL CHARACTERISTICS

Land Area: Sq.Ft: 3,219,084 Acres 73.90 Dimensions See Deed Frontage 348 Depth See Deed

Shape Irregular Site/View Good/Good

Topography Level to Rolling Access Good

On-Site Improvements None

Encumbrances: (Easements, etc.) Typical Utility/Drainage Easement Assumed

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 Improved for medium density residential development

COMMENTS:

This comparable is located on the east side of US-Hwy 231/Lebanon Pike and is approximately 1/2 mile northeast of the subject property in Rutherford County, Murfreesboro, TN. This comparable contains 73.90 acres. Access to the comparable is provided by Lebanon Pike, an asphalt-paved, public road. Typical utility drainage easements or encroachments were readily observable; however, field observations are subject to verification by title and/or survey. The tract exhibits level to rolling topography and has good public road access. A soil analysis was unavailable; however, it is assumed the soil is of sufficient load-bearing capacity to support construction of a medium density residential development. The frontage of this sale is approximately 348 linear feet along Old Lebanon Pike, measured by CRS measurement tool. Overall, the tract is well-suited for those uses permitted by zoning. This zoning of this comparable is RM which is similar to the subject's RS-15 zoning and shares many of the same uses, restriction, permissions. Overall, the tract is well-suited for those uses permitted by zoning. Efforts were made to verify the sale with a party to the transaction, but the appraiser was not able to verify it. Verification was only available via the most recent warranty deed.

VERIFIED Sales Price.....	\$	<u>7,000,000</u>
(1) Adj. for Property Rights Conveyed.....\$		<u>0</u>
(2) Adj. for Financing Terms.....\$		<u>0</u>
(3) Adj. for Conditions of Sale.....\$		<u>0</u>
CASH EQUIVALENT Sales Price of Comparable Sale.....	\$	<u>7,000,000</u>

ADJUSTED UNIT OF COMPARISON

<u>\$2.17</u>	Per Sq. Ft.	<u>\$94,723</u>	Per Acre	<u>\$20,115</u>	Per F.F.	<u>\$7,000,000</u>	Per Lot
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Federal Project No. STP-M-268(4) Name of Appraiser John Gabriel Martin, MAI Date 3/3/2023

State Project No. 75078-2206-54 County Rutherford Sale or Rental No. LS-64

Aerial Map



Federal Project No. STP-M-268(4) Name of Appraiser John Gabriel Martin, MAI Date 3/3/2023

Warranty Deed (Page 1 & 2 of 4)

Name and Address of New Owner:
Hollingshead Land, LLC
1000 Hollingshead Cir
Murfreesboro, TN 37129

This Instrument Prepared By:
J.D. Krious, Attorney
Structure Title Group, LLC
1000 Hollingshead Circle,
Murfreesboro, TN 37129

Send Tax Statements To:
NEW OWNER

Map & Parcel(s):
058-046.00-000
037-051.00-000

WARRANTY DEED

For and in consideration of the sum of ten dollars (\$10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Charles Campbell, James Ray Campbell, and Connie Fay Campbell**, hereinafter called the GRANTOR, have bargained and sold, and by these presents does transfer and convey unto **Hollingshead Land, LLC, a Tennessee Limited Liability Company**, hereinafter called the GRANTEE, his heirs, successors and assigns, a certain tract or parcel of land in Rutherford County, State of Tennessee, described as follows, to-wit:

Tract I: (Parcel No. 058-046.00)

Located in the 9th Civil District of Rutherford County, Tennessee. Bound on the north by City of Murfreesboro, Siegel Soccer Complex & Park (Record Book 319, Page 1124), Lot 43, Section III, Fairmont (Plat Book 8, Page 27), Amendment to Lot 30, Section II, Fairmont (Plat Book 18, Page 274), Section II, Fairmont (Plat Book 7, Page 113), and Section I, Fairmont (Plat Book 7, Page 49); on the east by Appletree Subdivision (Plat Book 20, Page 99), Lot 3, Terry Wilson, et al Subdivision (Plat Book 42, Page 102), Bryce Hulon Phillips, et al (Deed Book 583, Page 335), Old Lebanon Road, Thomas E. Collins, et ux (Record Book 1466, Page 2785), and Lot 2, Martha Evelyn Tipton Subdivision (Plat Book 15, Page 228); on the south by Lot 2, Nathan Adams (Plat Book 30, Page 244), Paddock Club (Plat Book 21, Page 182), and Tennessee Miller Coliseum Corporation (Record Book 353, Page 752); and on the west by property of city of Murfreesboro (Record Book 319, Page 1124). Beginning at a nail at the intersection of the west right-of-way of Lebanon Pike (a.k.a. US 231) and the centerline of Old Lebanon Road; thence with the west right-of-way of Lebanon Pike S-00°20'33"-E, 36.87 feet to a fence corner post; thence with the north fence line of Thomas E. Collins S-86°47'23"-W, 97.16 feet to a metal fence corner post; thence with the west fence line of Thomas E. Collins S-31°54'58"-W, 287.18 feet to an iron pin found (Thomason) in the fence line; thence with the west fence line of Lot 2, Martha Evelyn Tipton S-36°15'09"-W, 105.44 feet to a tube found in the fence line; thence continuing with the west fence line of Lot 2, Martha Evelyn Tipton S-36°46'51"-W, 111.36 feet to a lack in the top of a fence post, being the SE corner of this tract; thence with the north line of Lot 2 Nathan Adams N-85°46'08"-W, 35.80 feet to a 10" hackberry; thence with the north line of Paddock Club N-84°27'21"-W, 495.20 feet to an iron pin in the fence line; thence with the north line of Paddock Club N-84°27'15"-W, 119.73 feet to an iron pin found; thence with the north line of Tennessee Miller Coliseum N-84°27'02"-W, 190.73 feet to an iron pin found in the fence line; thence continuing with the north line of Tennessee Miller Coliseum S-72°45'37"-W, 22.62 feet to an iron pin found at the base of the fence corner; thence N-77°41'30"-W, 498.38 feet to an iron pin found at the fence corner; thence N-08°42'44"-E, 833.55 feet to an iron pin set; thence N-79°37'35"-W, 1085.64 feet to an iron pin set in the fence line; thence N-79°44'48"-W, 1073.52 feet to a concrete marker found, being the SW corner of this tract; thence with the east line of property of the City of Murfreesboro N-08°01'32"-E, 416.57 feet to an iron pin found (H&H Surveying) in a concrete marker; thence continuing with the east line of property of the city of Murfreesboro N-06°49'10"-E, 87.66 feet to an iron pin found (H&H Surveying) in a concrete marker; thence N-08°18'33"-E, 12.67 feet to an iron pin found (H&H Surveying) in a concrete marker, being the NW corner of this tract; thence with the south line of the City of Murfreesboro, Siegel Soccer Complex & Park S-84°36'35"-E, 1272.21 feet to an iron pin found at a fence corner; thence with the south line of Lot 43, Section III, Fairmont S-84°27'15"-E, 297.46 feet to an iron pin found in the fence line; thence with the south line of Lot 30, Section I, Fairmont S-84°39'11"-E, 379.70 feet to a point; thence continuing with the south line of Lot 30, Section II, Fairmont S-83°50'48"-E, 210.00 feet to a point; thence S-83°50'48"-E, 150.00 feet to an iron pin found; thence with the south line of Lot 29, Section II, Fairmont S-83°53'37"-E, 139.88 feet to an iron pin found; thence with the south terminus of General Court S-82°49'45"-E, 50.02 feet to an iron pin found in the fence line; thence with the south line of Lot 28, Section I, Fairmont S-84°08'25"-E, 184.59 feet to an iron pin found in the fence line; thence with the south line of Lot 27, Section I, Fairmont S-84°07'01"-E, 135.28 feet to an iron pin found in the fence line; thence with the south line of Lot 26, Section I, Fairmont S-83°59'24"-E, 125.01 feet to an iron pin found in the fence line; thence with the south line of Lot 25, Section I, Fairmont S-83°48'06"-E, 160.79 feet to an iron pin found (SEC) in the fence corner, being the NE corner of this tract; thence with the west line of Lot 6,

Record Book 2266 Page 2975

Appletree Subdivision S-05°38'26"-W, 216.85 feet to an iron pin found; thence with the west line of Lot 5, Appletree Subdivision S-05°38'26"-W, 214.90 feet to an iron pin found in the fence corner; thence with the west line of Lot 3, Terry Wilson S-05°39'32"-W, 311.70 feet to a wood fence post; thence with the west line of Bryce Hulon Phillips S-04°29'00"-W, 103.12 feet to an iron pin set in the fence corner; thence with the south line of Bryce Hulon Phillips S-84°42'08"-E, 445.58 feet to a fence corner; thence continuing with the south line of Bryce Hulon Phillips S-84°42'08"-E, 38.81 feet to a point in the centerline of Old Lebanon Road; thence with the centerline of Old Lebanon Road S-12°47'01"-E, 30.60 feet to a nail; thence continuing with the centerline of Old Lebanon Road S-35°55'01"-E, 259.10 feet to the nail at the beginning; containing 73.90 acres, more or less. This tract is subject to public right-of-way for Old Lebanon Road, a 20' Wide Sanitary Sewer Easement (Deed Book 562, Page 623), a 30' Wide Sewer Line Easement (Deed Book 467, Page 60), a 75' Wide T.V.A. Right-of-Way Easement (Deed Book 87, Page 267), and all other easements and/or restrictions either recorded or by prescription that a complete title search may reveal. All iron pins set are 1/2" rebar with HSENGR caps.

Being the same property conveyed to Paul W. Campbell, by Warranty Deed from Raymond Delbridge and wife, Frances Delbridge, of record in Deed Book 209, Page 378, in the Register's Office of Rutherford County, Tennessee, dated February 28, 1972 and recorded on February 29, 1972. The said Paul W. Campbell died intestate on March 30, 1976, leaving his wife, Mary E. Campbell also known as Mary Elizabeth Campbell and his children(s) namely: Charles Campbell, James Ray Campbell and Connie Fay Campbell as his heirs at law as evidenced by Affidavit of Heirship of record in Record Book 2266, page 1221, of the Register's Office of Rutherford County, Tennessee. Mary Elizabeth Campbell died intestate on June 01, 2020, leaving her children(s) namely: Charles Campbell, James Ray Campbell and Connie Fay Campbell as her heirs at law as evidenced by Affidavit of Heirship of record in Record Book 2266, page 1227, of the Register's Office of Rutherford County, Tennessee. See Probate Case No. 75PR1-2020PR-432, filed in the County Court for Rutherford County, Tennessee at Murfreesboro.

Being the same property conveyed to Charles Campbell, James Ray Campbell, and Connie Fay Campbell by Administrator's Quitclaim Deed dated June 30, 2022 and filed for record on June 30, 2022 in Record Book 2258, page 3706, of the Register's Office of Rutherford County, Tennessee.

Tract II: (Parcel No. 037 051.00)

Located in the 15th Civil District of Rutherford County, Tennessee. Bound on the north by Holly Grove Road; on the east by James Ralph Vaughn (Record Book 1736, Pages 1745 & 1749) and City of Murfreesboro property (Deed Book 590, Page 020); on the south by Rutherford County property (Record Book 1782, Page 1337 & Record Book 1025, Page 3825); and on the west by Rutherford County property (Record Book 1782, Page 1342).

Beginning at a tube found on the south margin of Holly Grove Road, approximately 25 feet off the centerline, lying approximately 1,860 feet east of Lebanon Pike (aka US231), said tube being the NW corner of James Ralph Vaughn and the NE corner of this tract; thence running with the west line of James Ralph Vaughn S-15°39'22"-E, 510.04 feet to a point at the fence corner; thence with the west line of the City of Murfreesboro property and James Ralph Vaughn, respectively, S-15°18'04"-E, a total distance of 711.46 feet to a point in the fence line, being the SE corner of this tract; thence with the north fence line of the property of Rutherford County N-83°07'29"-W, 225.31 feet to a point at the fence corner, being the SW corner of this tract; thence with the east line of the property of Rutherford County N-15°26'58"-W, 1,161.83 feet to a point on the south margin of Holly Grove Road, being the NW corner of this tract; thence with the south margin of Holly Grove Road N-81°38'28"-E, 210.03 feet to the tube at the beginning, containing 5.73 acres, more or less.

Being the same property conveyed to Paul W. Campbell and wife, Mary E. Campbell, by Warranty Deed from John R. Aisup, a widower, of record in Deed Book 213, Page 494, in the Register's Office of Rutherford County, Tennessee, dated November 06, 1974 and recorded on November 06, 1974. The said Paul W. Campbell having died since March 30, 1976, leaving his wife as the surviving tenant. Mary E. Campbell also known as Mary Elizabeth Campbell died intestate on June 01, 2020, leaving her children(s) namely: Charles Campbell, James Ray Campbell, and Connie Fay Campbell as her heirs at law as evidenced by Affidavit of Heirship of record in Record Book 2266, page 1227, of the Register's Office of Rutherford County, Tennessee. See Probate Case No. 75PR1-2020PR-432, filed in the County Court for Rutherford County, Tennessee at Murfreesboro.

Being the same property conveyed to Charles Campbell, James Ray Campbell, and Connie Fay Campbell by Administrator's Quitclaim Deed dated June 30, 2022 and filed for record on June 30, 2022 in Record Book 2258, page 3706, of the Register's Office of Rutherford County, Tennessee.

Record Book 2266 Page 2976

Warranty Deed (Pages 3 & 4 of 4)

This conveyance is subject to: (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

This is unimproved property known as: 3585 Old Lebanon Pike, Murfreesboro, TN 37129 and 436 Holly Grove Road, Lewisburg, TN 37091

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his heirs, successors and assigns forever; and we do covenant with the said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs, successors, and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, his heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. WITNESS our hand this 22 day of July, 2022.

James Ray Campbell
James Ray Campbell
Connie Fay Campbell
Connie Fay Campbell

Charles Campbell
Charles Campbell

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

On this 22 day of July, 2022, before me personally appeared Charles Campbell, James Ray Campbell and Connie Fay Campbell, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Witness my hand, as office, this 22 day of July, 2022.

[Signature]
Notary Signature
My commission expires: 11/17/2023



AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$7,000,000.00.

[Signature]
Affiant Signature

Subscribed and sworn to before me, this the 22 day of July, 2022.



[Signature]
Notary Public
My Commission Expires: 09-12-25

Record Book 2266 Page 2977

Certificate of Authenticity

I, John Parker, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 7/22/22

Date

[Signature]
Affiant Signature

7/22/22
Date

Heather Darbarn, Register
Rutherford County Tennessee
Rec #: 1185269 Instrument #: 2454921
Rec'd: 26.00 Recorded
State: 2580.00 7/26/2022 at 3:38 PM
Clerk: 1.00 In Record Book
Other: 2.00
Total: 25923.00 2266
Pages 2975-2978

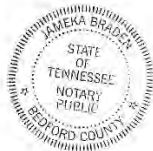
State of Tennessee
County of Rutherford

Sworn to and subscribed before me this 26 day of July, 2022.

Jamika Braden
Notary's Signature

My Commission Expires: 9/21/25
Date

Notary's Seal (if on paper)



Record Book 2266 Page 2978

VACANT LAND

MARKET DATA

(Sales & Rentals)

Address or General Location Central Valley Rd, Murfreesboro, TN 37129

Directions to Property From, US-Hwy 231 and State Hwy 268/W. Thompson Ln intersection, continue north on Memorial Blvd for 1/2 a mile and this sale will be on the corner property on your left

Tax Map and Parcel No. 047/067.03 & 067.12 Instrument # 2443238 Property Rights Fee Simple

Grantor Constitutional Investments, LLC Grantee Central Valley, LLC

Date of Sale 5/12/2022 Verified Consideration 4,700,000 Verified Warranty Deed

Financing: Type None Interest Rate N/A Terms Cash to Seller

MOTIVATION OF SALE Typical; Arms- Length

PHYSICAL CHARACTERISTICS

Land Area: Sq.Ft: 1,604,886 Acres 36.84 Dimensions See Deed Frontage 1,887 Depth See Deed

Shape Irregular Site/View Good/Good

Topography Level to Rolling Access Good

On-Site Improvements None

Encumbrances: (Easements, etc.) Typical Utility/Drainage Easement Assumed

OFF SITE IMPROVEMENTS: Paved Street Gravel Road Sidewalk Curb Gutters

UTILITIES AVAILABLE: Water Electric Telephone Gas Sewer Septic System

Zoning PUD Highest and Best Use Improved for planned unit development

COMMENTS:

This comparable is located on the northeast corner of US-Hwy 231/Lebanon Pike and Central Valley Rd and is approximately 2.5 miles northeast of the subject property in Rutherford County, Murfreesboro, TN. This comparable contains 36.84 acres. Access to the comparable is provided by Lebanon Pike, an asphalt-paved, public road. Typical utility drainage easements or encroachments were readily observable; however, field observations are subject to verification by title and/or survey. The tract exhibits level to rolling topography and has good public road access. A soil analysis was unavailable; however, it is assumed the soil is of sufficient load-bearing capacity to support construction of a planned unit development. Overall, the tract is well-suited for those uses permitted by zoning. This zoning of this comparable is PUD which is similar to the subject's RS-15 zoning and shares many of the same uses, restriction, permissions. Overall, the tract is well-suited for those uses permitted by zoning. Efforts were made to verify the sale with a party to the transaction, but the appraiser was not able to verify it. Verification was only available via the most recent warranty deed.

VERIFIED Sales Price.....	\$	<u>4,700,000</u>
(1) Adj. for Property Rights Conveyed.....	\$	<u>0</u>
(2) Adj. for Financing Terms.....	\$	<u>0</u>
(3) Adj. for Conditions of Sale.....	\$	<u>0</u>
CASH EQUIVALENT Sales Price of Comparable Sale.....	\$	<u>4,700,000</u>

ADJUSTED UNIT OF COMPARISON

<u>\$2.93</u>	Per Sq. Ft.	<u>\$127,579</u>	Per Acre	<u>\$2,491</u>	Per F.F.	<u>\$4,700,000</u>	Per Lot
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Federal Project No. STP-M-268(4) Name of Appraiser John Gabriel Martin, MAI Date 3/3/2023

State Project No. 75078-2206-54 County Rutherford Sale or Rental No. LS-65

Aerial Map



The Comparable Sale is highlighted in gold above.

Federal Project No. STP-M-268(4) Name of Appraiser John Gabriel Martin, MAI Date 3/3/2023

Warranty Deed (Page 1 & 2 of 7)

Heather Donham, Register
 Rutherford County Tennessee
 Rec #: 1176763 Instrument #: 2443238
 Rec d: 35.00 Recorded
 State: 17390.00 5/23/2022 at 8:35 AM
 Clerk: 1.00 In Record Book
 Other: 2.00
 Total: 17428.00 2245
 Pages 2652-2658

This Instrument Prepared By:
 Miller & Martin PLLC (RWR)
 832 Georgia Avenue, Suite 1200
 Chattanooga, TN 37402-2289

<u>Name and Address of New Owner</u>	<u>Send Tax Bills To:</u>	<u>Map and Parcel No.:</u>
GC Central Valley, LLC c/o Georgia Capital, LLC 400 Galleria Pkwy. Atlanta, GA 30339	GC Central Valley, LLC c/o Georgia Capital, LLC 400 Galleria Pkwy. Atlanta, GA 30339	047-067.03

WARRANTY DEED

CONSTITUTIONAL INVESTMENTS, LLC, a Tennessee limited liability company ("Grantor"), whose mailing address is 118 Hedgeapple Ln. Murfreesboro, TN 37130, in consideration of ten dollars (\$10.00) and other valuable considerations received from GC CENTRAL VALLEY, LLC, a Georgia limited liability company ("Grantee"), whose mailing address is 400 Galleria Pkwy., Atlanta, GA 30339, hereby grants and conveys to Grantee the real property in Rutherford County, Tennessee, described on the attached Exhibit A, along with any rights, privileges, hereditaments, appurtenances, and easements related to such real property.

Grantor hereby covenants and warrants that the property is free of all encumbrances, that lawful seisin of and good right to convey the property are vested in Grantor, and that Grantor hereby specially warrants the title to the property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

DATED this 12th day of May, 2022.

[SIGNATURE PAGE FOLLOWS]

Record Book 2245 Page 2652

IN WITNESS WHEREOF, Grantor has executed this instrument on the 12 day of May, 2022.

CONSTITUTIONAL INVESTMENTS, LLC, a
 Tennessee limited liability company

By: [Signature]
 Name: Mike Beaver
 Title: Member

STATE OF TENNESSEE)
 COUNTY OF Rutherford)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Mike Beaver, to me known (or proved to me on the basis of satisfactory evidence) to be the Member of CONSTITUTIONAL INVESTMENTS, LLC, a Tennessee limited liability company, the within named bargainer, who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained on behalf of said company in its capacity as Member.

WITNESS my hand at office this 12 day of May, 2022.

[Signature]
 Notary Public
 My Commission Expires: 11-20-2022



Record Book 2245 Page 2653

Warranty Deed (Page 3 & 4 of 7)

IN WITNESS WHEREOF, Grantor has executed this instrument on the 12 day of
May, 2022.

CONSTITUTIONAL INVESTMENTS, LLC, a
Tennessee limited liability company


By: [Signature]
Name: Carl Bayer
Title: Member

STATE OF TENNESSEE,)
COUNTY OF Rutherford)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared
Carl Bayer, to me known (or proved to me on the basis of satisfactory evidence) to be
the Member of CONSTITUTIONAL INVESTMENTS, LLC, a Tennessee
limited liability company, the within named bargainer, who acknowledged that (s)he executed the
foregoing instrument for the purposes therein contained on behalf of said company in its capacity
as Member.

WITNESS my hand at office this 12 day of May, 2022.

[Signature]
Notary Public
My Commission Expires: 11-20-2028



Record Book 2245 Page 2654

IN WITNESS WHEREOF, Grantor has executed this instrument on the 12 day of
May, 2022.

CONSTITUTIONAL INVESTMENTS, LLC, a
Tennessee limited liability company


By: [Signature]
Name: Sheryl Bayer Freeman
Title: Member

STATE OF TENNESSEE,)
COUNTY OF Rutherford)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared
Sheryl Bayer Freeman, to me known (or proved to me on the basis of satisfactory evidence) to be
the Member of CONSTITUTIONAL INVESTMENTS, LLC, a Tennessee
limited liability company, the within named bargainer, who acknowledged that (s)he executed the
foregoing instrument for the purposes therein contained on behalf of said company in its capacity
as Member.

WITNESS my hand at office this 12 day of May, 2022.

[Signature]
Notary Public
My Commission Expires: 11-20-2028



Record Book 2245 Page 2655

Warranty Deed (Page 5 & 6 of 7)

OATH OF CONSIDERATION

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$4,700,000.00.

GC CENTRAL VALLEY LLC,
a Georgia limited liability company

By: Georgia Capital, LLC
Its Managing Member


By: *Kendall King*
Name: Kendall King
Title: Director

STATE OF GEORGIA)
COUNTY OF DeKalb)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Kendall King, to me known (or proved to me on the basis of satisfactory evidence) to be the Director of Georgia Capital, LLC, the Managing Member of GC CENTRAL VALLEY, LLC, a Georgia limited liability company, the within named bargainer, who acknowledged that he executed the foregoing instrument for the purposes therein contained on behalf of said company in its capacity as Director of the Managing Member.

WITNESS my hand at office this 12 day of May, 2022.

Whit W. Porter
Notary Public
My Commission Expires: 1/7/23



Record Book 2245 Page 2656

True Copy Certification

I, Matt Foster, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the attached electronic document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law on 05/12/2022

Matt Foster
Signature


Date: 05/12/2022

State of Tennessee
County of Davidson

Personally, appeared before me, Kristy Engle, a notary public for this county and state, Matt Foster who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Kristy Engle
Notary's Signature 05/12/2022

My Commission Expires: 12/18/2022
Notary Seal



Record Book 2245 Page 2658

Warranty Deed (Page 7 of 7)

True Copy Certification

I, Matt Foster, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the attached electronic document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law on 05/12/2022.

Matt Foster
Signature

Date: 05/12/2022

State of Tennessee

County of Davidson

Personally, appeared before me, Kristy Engle, a notary public for this county and state, Matt Foster who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Kristy Engle

Notary's Signature

05/12/2022

My Commission Expires: 12/18/2022
Notary Seal



Record Book 2245 Page 2658

VACANT LAND

MARKET DATA

(Sales & Rentals)

Address or General Location 1229 Compton Rd, Murfreesboro, TN 37130

Directions to Property From, US-Hwy 231, take Compton Rd exit. Continue for 2 miles and the sale is on your left

Tax Map and Parcel No. 068/018.00 Instrument # 2459759 Property Rights Fee Simple

Grantor Lennar Homes of Tennessee Grantee KKLB AIV LLC

Date of Sale 8/22/2022 Verified Consideration \$8,399,000 Verified Warranty Deed

Financing: Type Typical Interest Rate N/A Terms Cash to Seller

MOTIVATION OF SALE Typical; Arms- Length

PHYSICAL CHARACTERISTICS

Land Area: Sq.Ft: 3,410,312 Acres 78.29 Dimensions See Deed Frontage 542 Depth See Deed

Shape Irregular Site/View Good/Good

Topography Level to Rolling Access Good

On-Site Improvements None

Encumbrances: (Easements, etc.) Typical Utility/Drainage Easement Assumed

OFF SITE IMPROVEMENTS: Paved Street Gravel Road Sidewalk Curb Gutters

UTILITIES AVAILABLE: Water Electric Telephone Gas Sewer Septic System

Zoning PRD Highest and Best Use Improved for development of a townhome community

COMMENTS:

This comparable is located on the north side of Compton Rd and is approximately 3 miles east of the subject property in Rutherford County, Murfreesboro, TN. This comparable contains 78.29 acres. Access to the comparable is provided by Compton Rd, an asphalt-paved, public road. Typical utility drainage easements or encroachments were readily observable; however, field observations are subject to verification by title and/or survey. The tract exhibits level to rolling topography and has good public road access. A soil analysis was unavailable; however, it is assumed the soil is of sufficient load-bearing capacity to support construction of a townhome community development. The western central portion of the site is located in a severe flood hazardous area; however, much of the site is not, therefore the tract is highly buildable. The frontage of this sale is approximately 542 linear feet along Compton Rd. Overall, the tract is well-suited for those uses permitted by zoning. This zoning of this comparable sale is PRD which is similar to the subject's RS-15 zoning and shares many of the same uses, restriction, permissions. Overall, the tract is well-suited for those uses permitted by zoning. Efforts were made to verify the sale with a party to the transaction, but the appraiser was not able to verify it. Verification was only available via the most recent special warranty deed.

VERIFIED Sales Price..... \$ \$8,399,000

(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..... \$ \$8,399,000

ADJUSTED UNIT OF COMPARISON

\$2.46 Per Sq. Ft. \$107,281 Per Acre \$15,496 Per F.F. \$8,399,000 Per Lot

Federal Project No. STP-M-268(4) Name of Appraiser John Gabriel Martin, MAI Date 3/3/2023

State Project No. 75078-2206-54 County Rutherford Sale or Rental No. LS-66

Aerial Map



Federal Project No. STP-M-268(4) Name of Appraiser John Gabriel Martin, MAI Date 3/3/2023

Warranty Deed (Page 1 & 2 of 6)

Heather Dabbern, Register
Rutherford County Tennessee
Doc # 118827 Instrument # 245959
Rec'd: 30.00 Recorded
State: 31076.30 8/24/2022 at 1:46 PM
Clerk: 1.00 in Record Book
Other: 2.00 2275
Total: 31109.30

Pages 2923-2928 SPECIAL WARRANTY DEED

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
KLLB AIV LLC, a Delaware limited liability company c/o KL Services LLC 6900 E. Camelback Road, Suite 1090 Scottsdale, AZ 85251 Attn.: Ryan Mott	Map/Par: 068-018.00	KLLB AIV LLC, a Delaware limited liability company c/o KL Services LLC 6900 E. Camelback Road, Suite 1090 Scottsdale, AZ 85251 Attn.: Ryan Mott

This instrument prepared by: Poinsett PC (BSM)
401 Commerce Street, Suite 900, Nashville, TN 37219

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, LENNAR HOMES OF TENNESSEE, LLC, a Delaware limited liability company (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to KLLB AIV LLC, a Delaware limited liability company (the "Grantee"), Grantee's successors and assigns, certain land in Rutherford County, State of Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to all matters set forth on Exhibit B attached hereto and incorporated herein by reference.

This is unimproved property located at 1229 Compton Road, Murfreesboro, Tennessee 37130.

TO HAVE AND TO HOLD the Property with all appurtenances, hereditaments, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that Grantor the Property is free from all encumbrances, made

STATE OF Tennessee
COUNTY OF Maury

The actual consideration or value, whichever is greater, for this transfer is \$8,399,000.00.

Subscribed and sworn to before me this 22nd day of August, 2022.

Angela Lashley
Notary Public
My Commission Expires: 8-22-2023

Record Book 2275 Page 2923

IN WITNESS WHEREOF, the Grantor has executed this Deed on the 22nd day of August, 2022, to be effective as of August 23rd, 2022.

GRANTOR:

LENNAR HOMES OF TENNESSEE, LLC,
a Delaware limited liability company

By: _____
Name: Randy Mickle
Title: Vice President

STATE OF Tennessee)
COUNTY OF Maury)

Before me, the undersigned, Angela Lashley, Notary Public in and for the State and County aforesaid, personally appeared Randy Mickle, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Vice President of Lennar Homes of Tennessee, LLC, the within named bargainer, a Delaware limited liability company, and that he/she, as as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as such Vice President.

WITNESS my hand and seal at office in Franklin, TN, this the 22nd day of August, 2022.

Angela Lashley
Notary Public
My Commission Expires: 8-22-2023

Record Book 2275 Page 2924

Warranty Deed (Pages 3 & 4 of 6)

Exhibit "A"
Legal Description

Generally described as a parcel of real estate situated in the 21st Civil District of Rutherford County Tennessee and being the property recorded in the Registers Office of Rutherford County, Tennessee (R.O.R.C., TN.), in Record Book 82, Page 204 (R.O.R.C., TN.). Said parcel is generally bound by Dutton Court Subdivision, and the northerly margin of Compton Road on the south, by Patricia Hoffman, Lake Brook Estates, and Donald and Cathy Lee on the west, by The Falls at East Fork on the north, by Hugh and Dixie Dixon, and Fieldcrest Subdivision on the east, said parcel being more particularly described as follows:

BEGINNING at a ½" iron rebar in the northern right of way of Compton Road, said point having coordinates of North 572445.89, East 1866248.96, having a reference tie of N 80°39' W, for a distance of 985.1' to the centerline intersection of Lake Brook Drive and Compton Road;

thence, with the east line of Patricia Hoffman Record Book 204, Page 242 (R.O.R.C., TN.), and the west line of herein described property, N 02°28'20" E, for a distance of 212.79' to a ½" iron rebar set with cap stamped SEC-Inc.;

thence, with the north line of Patricia Hoffman, N 87°44'34" W, for a distance of 100.00' to an iron rebar found in fence;

thence, with fence and the east line of Lakebrook Estates Plat Book 13, Page 322 (R.O.R.C., TN.), and Donald R, etux Cathy L. Lee Record Book 511, Page 661 (R.O.R.C., TN.), N 02°17'55" E, for a distance of 2,457.19' to a fence corner post and a ½" iron rebar set with cap stamped SEC-Inc.;

thence, with fence line, the southerly margin of Lakebrook Drive for the next three (3) calls, and the northerly line of herein described property, S 83°57'18" E, for a distance of 408.02' to an iron rebar found with cap stamped H&S;

thence, S 83°24'05" E, for a distance of 296.60' to an iron rebar found with cap stamped H&S; thence, S 83°25'15" E, for a distance of 399.66' to an iron rebar found with cap stamped H&S; thence, with the south line of lot 1 The Falls at East Fork P.B. 29, Page 117 (R.O.R.C., TN.), S 82°49'58" E, for a distance of 657.93' to an iron rebar found in fence;

thence, leaving said fence, with the west line of Hugh F., etux. Dixie Dixon Record Book 562, Page 449 (R.O.R.C., TN.) and the east line of herein described property, S 07°14'30" W, for a distance of 1,632.06' to a ½" iron rebar set with cap stamped SEC-Inc.;

thence, with fence, N 84°49'06" W, for a distance of 499.56' to an iron rebar at a fence corner post;

thence, N 02°35'54" E, for a distance of 52.46' to a fence corner post and a ½" iron rebar set with cap stamped SEC-Inc.;

Record Book 2275 Page 2925

thence, with the north line of Field Crest Subdivision Plat Book 7, Page 177 (R.O.R.C., TN.), N 86°12'29" W, passing Emery Court at 198.7' for a total distance of 448.95' to an iron rebar found; thence, with the west line of said Field Crest Subdivision, and the east line of herein described property, S 03°58'35" W, for a distance of 1,035.26' to a ½" iron rebar set with cap stamped SEC-Inc. in said northerly right of way of Compton Road;

thence, along said right of way for two calls, and the south line of herein described property, N 89°22'31" W, for a distance of 183.92' to a ½" iron rebar set with cap stamped SEC-Inc.;

thence, N 81°02'00" W, for a distance of 357.84' to the POINT OF BEGINNING and containing 78.29 acres, this according to a survey by SEC, Inc. completed January 11, 2022.

Being the same property conveyed by Special Warranty Deed from Aubrey Sanford and Patricia C. Edwards to Lennar Homes of Tennessee, LLC, a Delaware limited liability company, recorded June 6, 2022 in Record Book 2250, Page 3510, Register's Office of Rutherford County, Tennessee.

Record Book 2275 Page 2926

Warranty Deed (Pages 5 & 6 of 6)

Exhibit "B"
Permitted Exceptions

1. Taxes or special assessments required to be paid in the year 2022 and subsequent years.
2. Right of Way Easement of record in Book RB1517, Page 1979, Register's Office for Rutherford County, Tennessee.
3. Matters shown on that certain ALTA/NSPS Land Title Survey of Tax Map 068 Parcel 018.00 certified to Doma Title Insurance, Inc., McMichael & Gray, P.C., KLLB A/V LLC, a Delaware limited liability company, and KLIM by David A. Parker, Tennessee Registered Land Surveyor No. 2381, SEC, Inc., dated August 22, 2022, to wit:
 - a. Power Lines running along the Southern portion of the property and along Compton Road, as referenced in item 4 above.

Record Book 2275 Page 2927

Tennessee Certification of Electronic Document

I, Andrew Nathaniel Byerly, do hereby make oath that I am a licensed attorney and/or the custodian of the **original** version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law on August 23, 2022.

Dated August 23, 2022


Andrew Nathaniel Byerly

State of Georgia
County of Gwinnett

Personally appeared before me, Beth Wilkins, a notary public for this county and state, Andrew Nathaniel Byerly, who acknowledges that this certification of an electronic document is true and correct and whose signature have witnessed. Sworn and subscribed before me this 23 day of August 2022.


Notary Signature

MY COMMISSION EXPIRES: ~~11-27-2022~~

NOTARY'S SEAL



Record Book 2275 Page 2928

VACANT LAND

MARKET DATA

(Sales & Rentals)

Address or General Location 4570 Franklin Road, Murfreesboro, TN 37128

Directions to Property From I-840, take Veterans Parkway exit and head south. Turn left onto Franklin Road. Property
Is past W. Clearview Drive and to the right.

Tax Map and Parcel No. 093/017.02 Instrument # 2243/2091 Property Rights Fee Simple

Grantor Melton Family, LLC Grantee Lennar Homes of Tennessee, LLC

Date of Sale 5/13/2022 Verified Consideration 4,800,000 Verified Warranty Deed

Financing: Type Typical Interest Rate N/A Terms Cash to Seller

MOTIVATION OF SALE Typical; Arms- Length

PHYSICAL CHARACTERISTICS

Land Area: Sq.Ft. 1,266,185 Acres 29.07 Dimensions See Deed Frontage 118.04 Depth See Plat

Shape Irregular Site/View Good/Good

Topography Mostly Level Access Good

On-Site Improvements None

Encumbrances: (Easements, etc.) Typical Utility/Drainage Easement Assumed

OFF SITE IMPROVEMENTS: Paved Street Gravel Road Sidewalk Curb Gutters

UTILITIES AVAILABLE: Water Electric Telephone Gas Sewer Septic System

Zoning RS-8 Highest and Best Use Improved, for Residential Subdivision Development

COMMENTS:

This tract is located on the north side of Franklin Road and is approximately 6.2 miles southwest of the subject property in Rutherford County, Murfreesboro, TN. This tract contains approximately 5.2 acres. Access to the tract is provided by Franklin Road, an asphalt-paved, public road. Typical utility drainage easements or encroachments were readily observable; however, field observations are subject to verification by title and/or survey. The tract exhibits a mostly level topography and features approximately 175 linear feet of frontage on the north side of Franklin Road. A soil analysis was unavailable; however, it is assumed the soil is of sufficient load-bearing capacity to support construction of a commercial improvement. Overall, the tract is well-suited for those uses permitted by zoning. Efforts were made to verify the sale with a party to the transaction, but the appraiser was not able to verify it. Verification was only available via the most recent warranty deed.

VERIFIED Sales Price..... \$ 4,800,000

(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..... \$ 4,800,000

ADJUSTED UNIT OF COMPARISON

\$ 3.79 Per Sq. Ft. \$165,132 Per Acre \$40,664 Per F.F. \$4,800,000 Per Lot

State Project No. 75078-2206-54 County Rutherford Sale or Rental No. LS-15

Federal Project No. STP-M-268(4) Name of Appraiser John Gabriel Martin, MAI Date 10/25/2022

Aerial Map



Photo



Warranty Deed (Pages 1 & 2 of 8)

Heather Davbarn, Register
 Rutherford County Tennessee
 Rec #: 1175919 Instrument #: 2442053
 Rec'd: 40.00 Recorded
 State: 1760.00 5/16/2022 at 2:19 PM
 Clerk: 1.00 in Record Book
 Other: 2.00 2243
 Total: 1763.00
 Pages 2091-2098

Address New Owner: Lennar Homes of Tennessee, LLC 381 Mallory Station Road, Suite 200 Franklin, TN 37067 Attn: Kevin Sturgill	Map-Parcel Numbers: 093 017.02-000	Send Tax Bills To: Same as New Owner
This instrument prepared by: Bradley Arant Boult Cummings, LLP (BBS) 1600 Division Street, Suite 700, Nashville, TN 37203		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **MELTON FAMILY, LLC**, a Tennessee limited liability company (the "Grantor") has bargained and sold, and by these presents transfers and conveys to **LENNAR HOMES OF TENNESSEE, I.L.C.**, a Delaware limited liability company (the "Grantee"), Grantee's heirs, successors, and assigns, certain land in Rutherford County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those exceptions listed on Exhibit B attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging or in any wise appertaining to the Grantee, Grantee's heirs, successors, and assigns, in fee simple forever.

Grantor further covenants and binds itself and its successors, to warrant and forever defend the title to the Property to the Grantee, Grantee's heirs, successors, and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

[Signature Page Follows]


STATE OF Tennessee
 COUNTY OF Rutherford

The actual consideration or value, whichever is greater, for this transfer is \$4,800,000.00.

Kevin Sturgill
 Affiant

Subscribed and sworn to before me this 10 day of May, 2022.

Shermaine Demessa
 Notary Public
 My Commission Expires: 6/2/25



Record Book 2243 Page 2091

IN WITNESS WHEREOF, the Grantor has executed this Deed this 13 day of May, 2022.

MELTON FAMILY, LLC,
 a Tennessee limited liability company

By: Andrew Scott Melton

Name: ANDREW SCOTT MELTON


Title: MANAGER

STATE OF TENNESSEE)
 COUNTY OF RUTHERFORD)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Andrew Scott Melton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of MELTON FAMILY, LLC, a Tennessee limited liability company, the within named bargainer, and that she as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing as Manager of MELTON FAMILY, LLC, a Tennessee limited liability company.

WITNESS my hand and seal at office in Murfreesboro, TN, this the 13 day of May, 2022.

Angie B. White
 Notary Public
 My Commission Expires: 9/20/25



Record Book 2243 Page 2092

Warranty Deed (Pages 3 & 4 of 8)

EXHIBIT A
Legal Description of Property

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE THIRTEENTH (13th) CIVIL DISTRICT OF RUTHERFORD COUNTY, CITY OF MURFREESBORO, TENNESSEE BEING 33.61 ACRES +/- AS SHOWN ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY OF MELTON PROPERTY FOR LENNAR CERTIFIED TO MELTON FAMILY, LC, A TENNESSEE LIMITED LIABILITY COMPANY, LENNAR HOMES OF TENNESSEE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND NORTH AMERICAN TITLE INSURANCE COMPANY BY CHRISTOPHER J. MABERY, IN RLS NO. 2483, RAGAN-SMITH ASSOCIATES, INC., DATED AUGUST 6, 2021, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD (NEW) WITH CAP STAMPED "RAGAN SMITH ASSOC." IN THE NORTHERLY RIGHT-OF-WAY OF STATE ROUTE 96 / FRANKLIN ROAD (105-FOOT RIGHT-OF-WAY), LOCATED NORTH 80 DEGREES 04 MINUTES EAST, 206.3 FEET FROM THE CENTERLINE INTERSECTION OF SAID FRANKLIN ROAD WITH COTTONWOOD DRIVE, SAID IRON ROD BEING THE SOUTHEAST CORNER OF THE KATHRYN R. LILES PROPERTY OF RECORD IN RECORD BOOK 507, PAGE 981, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE (R.O.R.C.T.) AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, LEAVING THE NORTHERLY RIGHT-OF-WAY OF SAID FRANKLIN ROAD, WITH THE EASTERLY LINE OF SAID LILES, NORTH 06 DEGREES 10 MINUTES 30 SECONDS EAST, 175.56 FEET TO A 1/2-INCH IRON ROD (OLD), THE NORTHEAST CORNER OF SAID LILES; THENCE, WITH THE NORTHERLY LINE OF SAID LILES AND THE NORTHERLY LINE OF THE KATHRYN R. LILES PROPERTY OF RECORD IN RECORD BOOK 507, PAGE 987, R.O.R.C.T., NORTH 85 DEGREES 07 MINUTES 30 SECONDS WEST, 319.98 FEET TO A 1/2-INCH IRON ROD (OLD) IN A FENCE IN THE EASTERLY LINE OF THE JERRY LAQUIERE, II AND WIFE, ASHLEY LAQUIERE PROPERTY OF RECORD IN RECORD BOOK 498, PAGE 1294, R.O.R.C.T., SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID LILES;

THENCE, WITH THE EASTERLY LINE OF SAID LAQUIERE, GENERALLY WITH THE FENCE, NORTH 06 DEGREES 02 MINUTES 58 SECONDS EAST, 670.05 FEET TO A 1/4-INCH IRON ROD (OLD) IN THE SOUTHERLY LINE OF THE DONALD L. PITTS AND WIFE, DEBORAH PITTS PROPERTY OF RECORD IN DEED BOOK 318, PAGE 809, R.O.R.C.T., SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID LAQUIERE;

THENCE, WITH THE SOUTHERLY LINE OF SAID PITTS, GENERALLY WITH THE FENCE, THE FOLLOWING TWO (2) CALLS: 1. NORTH 89 DEGREES 00 MINUTES 24 SECONDS EAST, 453.05 FEET TO A 1/4-INCH IRON ROD (OLD); 2. SOUTH 83 DEGREES 42 MINUTES 51 SECONDS EAST, 25.00 FEET TO A 1/2-INCH IRON ROD (NEW) WITH CAP STAMPED "RAGAN SMITH ASSOC", THE SOUTHEAST CORNER OF SAID PITTS;

THENCE, WITH THE EASTERLY LINE OF SAID PITTS, THE EASTERLY LINES OF LOTS 50 AND 51 AS SHOWN ON THE FINAL PLAT ENTITLED "RESUBDIVISION OF LOTS 45-51, SECTION II, "BLACKMAN COVE" OF RECORD IN PLAT BOOK 29, PAGE 253, R.O.R.C.T. AND THE EASTERLY LINES OF LOTS 12, 11, 10, 9, 8, AND 7 (IN PART) AS SHOWN ON THE FINAL PLAT ENTITLED "BLACKMAN COVE, SECTION I" OF RECORD IN PLAT BOOK 28, PAGE 78

Record Book 2243 Page 2093

R.O.R.C.T., GENERALLY WITH THE FENCE, NORTH 04 DEGREES 38 MINUTES 26 SECONDS EAST, 933.51 FEET TO A 1/2-INCH IRON ROD (OLD) IN THE EASTERLY LINE OF SAID LOT 7, SAID IRON ROD BEING THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON THE FINAL PLAT ENTITLED "BLACKMAN OAKS EAST, SECTION I" OF RECORD IN PLAT BOOK 28, PAGE 271, R.O.R.C.T. AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, WITH THE SOUTHERLY LINES OF SAID LOT 1 AND LOTS 2, 39 AND 40 /S SHOWN ON THE FINAL PLAT ENTITLED "BLACKMAN OAKS EAST, SECTION I" OF RECORD IN PLAT BOOK 28, PAGE 271, R.O.R.C.T., THE SOUTHERLY LINE LOT 41 AS SHOWN ON THE FINAL PLAT ENTITLED "BLACKMAN OAKS EAST, SECTION I" OF RECORD IN PLAT BOOK 33, PAGE 215, R.O.R.C.T., THE SOUTHERLY TERMINUS OF SCHROER DRIVE (40-FOOT RIGHT -OF-WAY) AND THE SOUTHERLY LINE OF LOT 42 AS SHOWN ON THE FINAL PLAT ENTITLED "BLACKMAN OAKS EAST, SECTION II" OF RECORD IN PLAT BOOK 33, PAGE 215, R.O.R.C.T., SOUTH 84 DEGREES 47 MINUTES 11 SECONDS EAST, 626.41 FEET TO A 1/2-INCH IRON ROD (OLD), THE SOUTHEAST CORNER OF SAID LOT 42, THE SOUTHWEST CORNER OF LOT 9 AS SHOWN ON THE FINAL PLAT ENTITLED "TRAFALGAR SQUARE, SECTION 1" OF RECORD IN PLAT BOOK 36, PAGE 280, R.O.R.C.T., THE NORTHWEST CORNER OF THE HOWARD C. SMITH AND WIFE, DOROTHY B. SMITH PROPERTY OF RECORD IN DEED BOOK 256, PAGE 1, R.O.R.C.T. AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERLY LINE OF SAID SMITH, GENERALLY WITH THE FENCE, SOUTH 06 DEGREES 09 MINUTES 35 SECONDS WEST, 1820.49 FEET TO A CONCRETE MONUMENT (OLD) IN THE NORTHERLY RIGHT-OF-WAY OF SAID FRANKLIN ROAD, SAID CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF SAID SMITH AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHERLY RIGHT-OF-WAY OF SAID FRANKLIN ROAD, NORTH 85 DEGREES 11 MINUTES 34 SECONDS WEST, 755.17 FEET TO THE POINT OF BEGINNING. BEING THE SAME PROPERTY CONVEYED TO MELTON FAMILY, LLC FROM LARRY D. MELTON AND WIFE, GERALDINE MELTON BY QUITCLAIM DEED OF RECORD IN RECORD BOOK 1171, PAGE 1542, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE.
LESS AND EXCEPT:

BEING A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE THIRTEENTH (13th) CIVIL DISTRICT OF RUTHERFORD COUNTY, CITY OF MURFREESBORO, TENNESSEE AND BEING LOT 1 AND LOT 2 AS SHOWN ON THAT CERTAIN PLAT RECORDED IN PLAT BOOK 47, PAGE 272, REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

Said property being conveyed by this deed also described as:

Being a certain tract or parcel of land lying and being in the Thirteenth (13th) Civil District of Rutherford County, city of Murfreesboro, Tennessee and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod (new) with cap stamped "Ragan Smith Assoc" in the northerly right-of-way of State Route 96 / Franklin Road (105-foot right-of-way), located North 80 degrees 04 minutes East, 206.3 feet from the centerline intersection of said Franklin Road with Cottonwood Drive, said iron rod being the southeast corner of the Kathryn R. Liles property of record in Record Book 507, page 981, Register's Office for Rutherford County, Tennessee (R.O.R.C.T.) and the southwest corner of the Melton Family, LLC property of record in Record Book 1171, page 1542, R.O.R.C.T.;

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Warranty Deed (Pages 5 & 6 of 8)

Thence, with the northerly right-of-way of said Franklin Road, South 85 degrees 11 minutes 34 seconds East, 239.17 feet to a 1/2-inch iron rod (new) with cap stamped "Ragan Smith Assoc", the southwest corner and **POINT OF BEGINNING** of the herein described tract;

Thence, leaving the northerly right-of-way of said Franklin Road, with a new line severing said Melton Family, LLC property the following four (4) calls:

1. With a curve to the left having a radius of 29.00 feet, an arc length of 44.84 feet, a delta angle of 88 degrees 35 minutes 23 seconds and a chord bearing and distance of North 50 degrees 30 minutes 44 seconds East, 40.50 feet to a 1/2-inch iron rod (new) with cap stamped "Ragan Smith Assoc";
2. North 06 degrees 13 minutes 03 seconds East, 260.04 feet to a 1/2-inch iron rod (new) with cap stamped "Ragan Smith Assoc";
3. North 83 degrees 42 minutes 41 seconds West, 266.23 feet to a 1/2-inch iron rod (new) with cap stamped "Ragan Smith Assoc";
4. South 06 degrees 49 minutes 42 seconds West, 119.70 feet to a 1/2-inch iron rod (old), the northeast corner of the Kathryn R. Liles property of record in Record Book 507, page 981, R.O.R.C.T.;

Thence, with the northerly line of said Liles and the northerly line of the Kathryn R. Liles property of record in Record Book 507, page 987, R.O.R.C.T., North 85 degrees 07 minutes 30 seconds West, 319.98 feet to a 1/2-inch iron rod (old) in a fence in the easterly line of the Jerry Laquiere, II and wife, Ashley Laquiere property of record in Record Book 498, page 1294, R.O.R.C.T., said iron rod being the northwest corner of said Liles; thence,

With the easterly line of said Laquiere, generally with the fence, North 06 degrees 02 minutes 58 seconds East, 670.05 feet to a 1/4-inch iron rod (old) in the southerly line of the Donald I. Pitts and wife, Deborah Pitts property of record in Deed Book 318, page 809, R.O.R.C.T., said iron rod being the northeast corner of said Laquiere;

Thence, with the southerly line of said Pitts, generally with the fence, the following two (2) calls:

1. North 89 degrees 00 minutes 24 seconds East, 453.05 feet to a 1/4-inch iron rod (old);
2. South 83 degrees 42 minutes 51 seconds East, 25.00 feet to a 1/2-inch iron rod (new) with cap stamped "Ragan Smith Assoc", the southeast corner of said Pitts;

Thence, with the easterly line of said Pitts, the easterly lines of Lots 50 and 51 as shown on the final plat entitled "Resubdivision of Lots 45-51, Section II, Blackman Cove" of record in Plat Book 29, page 253, R.O.R.C.T. and the easterly lines of Lots 12, 11, 10, 9, 8 and 7 (in part) as shown on the final plat entitled "Blackman Cove, Section I" of record in Plat Book 28, page 78, R.O.R.C.T., generally with the fence, North 04 degrees 38 minutes 26 seconds East, 933.51 feet to a 1/2-inch iron rod (old) in the easterly line of said Lot 7, said iron rod being the southwest corner of Lot 1 as shown on the final plat entitled "Blackman Oaks East, Section I" of record in Plat Book 28, page 271, R.O.R.C.T. and the northwest corner of the herein described tract;

Thence, with the southerly lines of said Lot 1 and Lots 2, 39 and 40 as shown on the final plat entitled "Blackman Oaks East, Section I" of record in Plat Book 28, page 271, R.O.R.C.T., the southerly line Lot 41 as shown on the final plat entitled "Blackman Oaks East, Section II" of record in Plat Book 33,

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page 215, R.O.R.C.T., the southerly terminus of Schroer Drive (40-foot right-of-way) and the southerly line of Lot 42 as shown on the final plat entitled "Blackman Oaks East, Section II" of record in Plat Book 33, page 215, R.O.R.C.T., South 84 degrees 47 minutes 11 seconds East, 626.41 feet to a 1/2-inch iron rod (old), the southeast corner of said Lot 42, the southwest corner of Lot 9 as shown on the final plat entitled "Trafalgar Square, Section 1" of record in Plat Book 36, page 280, R.O.R.C.T., the northwest corner of the Howard C. Smith and wife, Dorothy B. Smith property of record in Deed Book 256, page 1, R.O.R.C.T. and the northeast corner of the herein described tract;

Thence, with the westerly line of said Smith, generally with the fence, South 06 degrees 09 minutes 35 seconds West, 1544.76 feet to a 1/2-inch iron rod (new) with cap stamped "Ragan Smith Assoc";

Thence, leaving the westerly line of said Smith, with a new lines severing said Melton Family, LLC property the following three (3) calls:

1. North 83 degrees 42 minutes 41 seconds West, 427.28 feet to a 1/2-inch iron rod (new) with cap stamped "Ragan Smith Assoc";
2. South 06 degrees 13 minutes 03 seconds West, 257.06 feet to a 1/2-inch iron rod (new) with cap stamped "Ragan Smith Assoc";
3. With a curve to the left having a radius of 29.00 feet, an arc length of 46.27 feet, a delta angle of 91 degrees 24 minutes 37 seconds and a chord bearing and distance of South 39 degrees 29 minutes 16 seconds East, 41.51 feet to a 1/2-inch iron rod (new) with cap stamped "Ragan Smith Assoc" in the northerly right-of-way of said Franklin Road, said iron rod being the southeast corner of the herein described tract;

Thence, with the northerly right-of-way of said Franklin Road, North 85 degrees 11 minutes 34 seconds West, 118.04 feet to the **POINT OF BEGINNING**, containing **1,266,185 square feet or 29.07 acres**, more or less.

Being a portion of the same property conveyed to Melton Family, LLC from Larry D. Melton and wife, Geraldine Melton by Quitclaim Deed of record in Record Book 1171, page 1542, Register's Office for Rutherford County, Tennessee.

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Warranty Deed (Pages 7 & 8 of 8)

EXHIBIT B
Permitted Exceptions

1. General or special taxes and assessments required to be paid in the year 2022 and subsequent years not yet due or payable.
2. Subject to Restrictions dated 06/19/1962 and recorded in Deed Book 143, Page 157.
3. Matters shown on Final Plat of Wyngate Commercial Subdivision of record in Plat Cabinet 47, Page 272.
4. Subdivision Easement and Street Grant Agreement of record in Record Book 2239, Page 2706.

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Tennessee Certification of Electronic Document

I, Nathan Byerly, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 5/13/2022 (date of document).

[Signature]
Affiant Signature

5/16/2022
Date

State of Georgia

County of Gwinnett

Sworn to and subscribed before me this 16th day of May, 2022.

[Signature]
Notary's Signature

MY COMMISSION EXPIRES: 6/2/2022

NOTARY'S SEAL



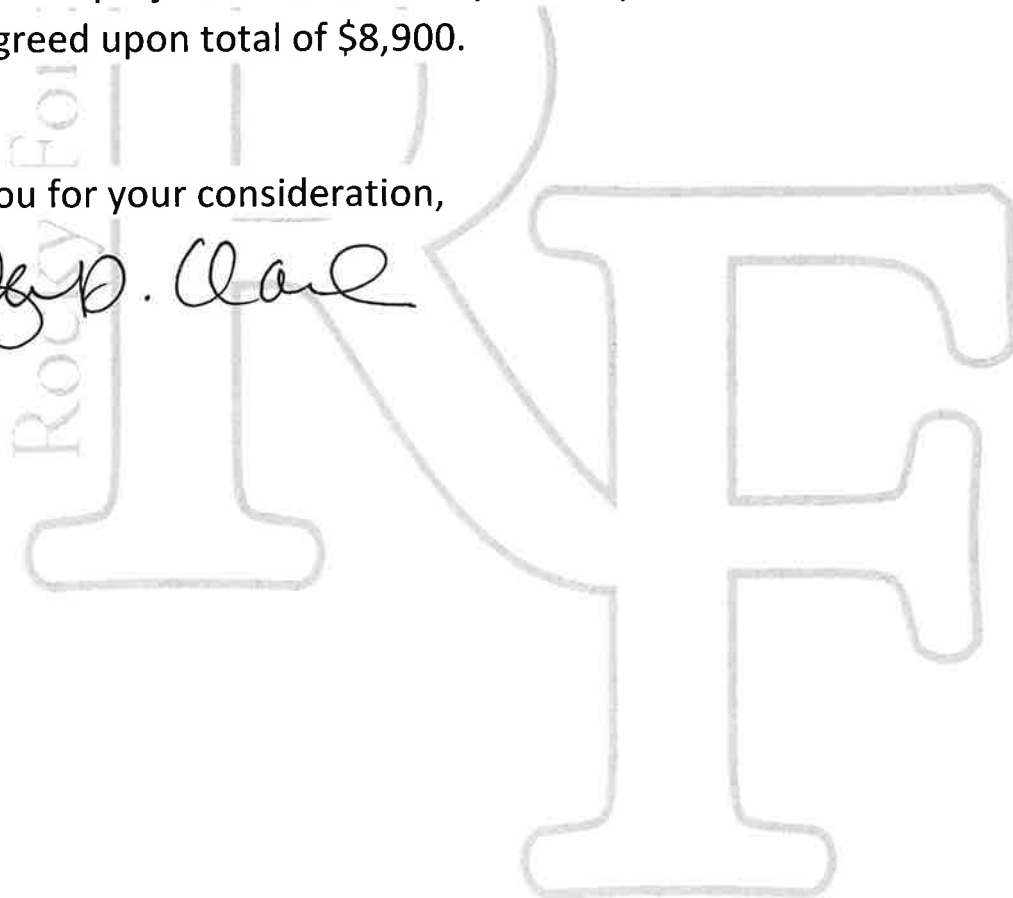
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Rocky Fork Middle School Construction Project Request

I, Jennifer Clark, am requesting approval from the RCS Engineering and Construction Department and the Board for an athletic construction project. The purpose of this project is to bring water to our baseball, soccer, and football fields. Our softball field currently has a yard hydrant, so this will provide equal access to all coaches, sports, and athletes. The project would be completed by R&M Plumbing Solutions for an agreed upon total of \$8,900.

Thank you for your consideration,

Jennifer P. Clark



Rutherford County Schools

Application for Campus Construction Project

Before any request for construction of proposed buildings will be forwarded to the Rutherford County School Board, the following form must be filled out in full and submitted to the Rutherford County Schools Engineering and Construction Department with a letter from the School Principal, a site plan, floor plan and elevations (if applicable), a full estimate, and schedule.

1. School Name
Rocky Fork MS
2. Principal
Jennifer Clark
3. Project Name
Sports Facility Water Lines
4. Assistant Principal who is overseeing the project
Alan Davis
5. Does project support recreational sports, athletics or education?
Athletics
6. Does this project meet all gender equity criteria?
Yes
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)
Baseball, Football, Boys + Girls Soccer (Softball already has water)
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate.
\$8,900
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. *Funds are currently available in our General Athletic Account*
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? *N/A*
Do construction plans meet criteria for funding?
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan *N/A*
12. Do you have a site layout showing where this project will be constructed on campus?
Yes
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? *RCS has not yet reviewed*
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? *Not required*
15. Are plans drawn and stamped by Architect/ Engineer?
Not at this time

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) *No*

17. What is your time line for completion of project? When will it start and when will it be completed? *Plumbing Solutions can begin within 2 weeks*

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. *No cost to Board*

19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? *Yes, Plumbing Solutions*

Principal *Jennifer P. Lane*

Asst. Principal *Alan D. [Signature]*



R & M Plumbing Solutions, LLC
 P.O Box 2053
 Antioch, TN 37011
 (615) 887-1501

Estimate 21539153
 Job 21540187
 Estimate Date 5/25/2023
 Customer PO

Billing Address
 Rocky Fork Middle School
 100 Thunderstorm Lane
 Smyrna, TN 37167 USA

Job Address
 Rocky Fork Middle School
 100 Thunderstorm Lane
 Smyrna, TN 37167 USA

Estimate Details

- Best: - excavate up to 400 ft using trenching machine
 - install 3/4 Pex A up to 150 ft and 2 free standing yard hydrant *Baseball + Soccer*
 - install 1 1/4 pex A up to 250 ft and 1 free standing yard hydrant *Football*
 - tie onto existing line coming from meter at current free standing hydrant next to baseball field
 - backfill to grade
 - seed and straw

Task #	Description	Quantity	Your Price	Your Total
CPR-0.00.0000	Specialized Plumbing repair includes special order parts, equipment, or additional labor to complete.	1.00	\$8,900.00	\$8,900.00

Potential Savings	\$890.00
Sub-Total	\$8,900.00
Tax	\$0.00
Total	\$8,900.00

Thank you for choosing R & M Plumbing Solutions, LLC

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by R & M Plumbing Solutions, LLC as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

TERMS OF AGREEMENT

This agreement between the homeowner named on the front of this agreement and R And M Plumbing Solutions, LLC DBA Plumbing Solutions.

(a) The customer agrees to pay in FULL for work completed by Plumbing Solutions upon completion of job and/or phase. Only exception is when a payment arrangement is made BEFORE work is started. For customer convenience we offer the option to pay with cash, credit, check, or payment arrangement. Please make checks payable to : PLUMBING SOLUTIONS.

(b) Plumbing Solutions will charge a surcharge of \$35 for any returned checks or overturned credit card payments. In the result of nonpayment, the customer assumes the responsibility to pay all legal fees and/ or court costs.

(c) (i) Plumbing Solutions always recommends permanent solutions to offer the guarantee option. It is the customers right to refuse permanent solutions, but no guarantee option can be offered. A Guarantee is only provided if the guarantee provision is executed by Plumbing Solutions. Plumbing Solutions is not responsible for damage to plumbing, piping, or property caused by temporary repair ordered by customers.

(ii) Plumbing Solutions is not liable for damages to irrigation lines, landscaping, plants, trees, or other vegetation. All trenches will be backfilled with excavated material only. Settling of backfill is a natural occurrence and Plumbing Solutions assumes no responsibility for settling. In the case of rock / unusual soil on property, Plumbing Solutions assumes no responsibility for replacement soil.

Any changes to terms and conditions of this contract must be in writing and accepted by Plumbing Solutions.

(d) The terms and provisions of the Agreement shall be binding upon and the benefits thereof shall inure to the parties and their respective heirs, personal representatives, successors and assigns; provided however, the Plumbing Solutions shall not assign this Agreement, or any of the rights, duties or obligations of Plumbing Solutions hereunder, without the Customers prior written consent.

(e) In the event of any action at law or suit in equity in relation to this Agreement, or any document executed pursuant hereto, or any promissory note issued hereunder, Customer, in addition to all other sums which Customer may be called upon to pay, will pay Plumbing Solutions a reasonable attorney's fee. (f) The terms of this Agreement shall be construed under the laws of the State of Tennessee.

(g) The sections of the Agreement are intended to be severable. If any term, covenant, or provision of this agreement shall be held invalid, illegal or unenforceable this agreement shall be construed without such term, covenant or provision and shall remain in full force and effect.

(h) Nothing contained herein or in any related document shall be deemed to render a Customer a partner of Plumbing Solutions for any purpose.

GUARANTEE

R And M Plumbing Solutions, LLC DBA Plumbing Solutions guarantees quality services at affordable rates. Our company guarantees all labor work for a period of one year from the time the job is completed and paid in full. All material guarantees are at the discretion of Plumbing Solutions. Plumbing Solutions does NOT guarantee materials provided by customers. There are no other guarantees verbal or implied, and there is no liability for resulting damages of any nature or kind.

**** ALL guarantees are VOID if the customer or any one other than a representative of Plumbing Solutions changes, alters, modifies, or repairs work associated with this agreement.**

*** The customer must contact Plumbing Solutions within 72 hours of noticing a fault in workmanship. If not notified within 72 hours the warranty is void.**

*** Plumbing Solutions does NOT guarantee drain cleaning, rebuilding of faucets or other fixtures, and/or customer supplied materials.**

*** Any services rendered under charity type cases " no cost work" is NOT guaranteed. If permanent solution is not sought than no guarantee can be offered.**



This layout is a rough sketch by Davis & not provided by RWA Plumbing Solutions

Rutherford County Schools

School Nutrition Fund 143 Budget Amendment #3

Func_obj	Description	Original	Final Clean-up Amendment		Amended
		2022/23 Budget	Decrease	Increase	2022/23 Budget
	Revenue	26,140,251	-	-	26,140,251

Func_obj	Description	Original	Increase	Decrease	Amended
		2022/23 Budget			2022/23 Budget
73100-355	Travel	18,000	5,000		23,000
73100-422	Food Supplies	12,244,901		135,000	12,109,901
73100-499	Other Supplies & Materials	220,000	110,000		330,000
73100-524	In-service/Staff Devel	32,000	10,000		42,000
99100-590	Maint. thru BOE (transfers)	20,000	10,000		30,000
	Total Expenditures	29,642,825	135,000	135,000	29,642,825

This Centralized Cafeteria Fund FY 22-23 amendment is a final clean up amendment to move expenditures from Food Supplies to other line items to cover expenses over budgeted amounts due to additional professional development, increased cost to supplies and materials, and in-district travel

Recommended motion – to approve the FY 22-23 Fund 143 budget amendment to move \$135,000 between multiple object codes in the Centralized Cafeteria Fund

Chairman of the Board

Date

Director of Schools

Function	Object	Description	2023 Budget	Decreases	Increases	Amended Budget
46511		Basic Education Program	267,194,190		917,810	268,112,000
46515		Early Childhood Education	1,588,983		368,640	1,957,623
49800		Transfers In	1,025,000		1,322,917	2,347,917
Total Revenue & Operating Transfers			465,173,178	0	2,609,367	467,782,545

Function	Object	Description	2023 Budget	Increases	Decreases	Amended Budget
71100	163	Reg Education Prg - Elem/Sec - Educational Assistants	5,867,218.00	750,000		6,617,218
71100	201	Reg Education Prg - Elem/Sec - Social Security	11,178,362.00		500,000	10,678,362
71100	312	Reg Education Prg - Elem/Sec - Contracts W/Private Agencies	200,000.00	60,000		260,000
71100	369	Reg Education Prg - Elem/Sec - Contract For Sub Teachers-Ce	716,982.00	500,000		1,216,982
71100	370	Reg Education Prg - Elem/Sec - Contract For Subteacher-Nonc	2,088,000.00	400,000		2,488,000
71100	399	Reg Education Prg - Elem/Sec - Other Contracted Services	1,025,885.00	100,000		1,125,885
71100	429	Reg Education Prg - Elem/Sec - Instructional Supp & Mat	3,400,000.00		60,000	3,340,000
71100	471	Reg Education Prg - Elem/Sec - Software	2,742,477.00		400,000	2,342,477
71100	599	Reg Education Prg - Elem/Sec - Other Charges	366,000.00		200,000	166,000
71100	722	Reg Education Prg - Elem/Sec - Regular Instruction Equipmen	4,032,630.00		300,000	3,732,630
71100 Total			263,675,022	1,810,000	1,460,000	264,025,022
71150	116	Alternative Instruction - Teachers	1,783,539		20,000	1,763,539
71150	163	Alternative Instruction - Educational Assistants	138,975		60,000	198,975
71150	201	Alternative Instruction - Social Security	125,829		20,000	105,829
71150	204	Alternative Instruction - Pensions	200,110		10,000	190,110
71150	207	Alternative Instruction - Medical Insurance	316,000		10,000	306,000
71150 Total			2,686,705	60,000	60,000	2,686,705
71200	206	Special Education Program - Life Insurance	11,537		5,000	16,537
71200	207	Special Education Program - Medical Insurance	6,103,275		5,000	6,098,275
71200	370	Special Education Program - Contract For Subteacher-Noncer	355,308		40,000	315,308
71200	449	Special Education Program - Textbooks - Bound	51,800		20,000	31,800
71200 Total			43,137,303	5,000	65,000	43,077,303
71300	116	Vocational Education Program - Teachers	11,512,544		100,000	11,412,544
71300	162	Vocational Education Program - Clerical Personnel	259,743	50,000		309,743
71300	163	Career and Technical Education Program - Educational Assista	25,138	50,000		75,138
71300	207	Vocational Education Program - Medical Insurance	2,151,283		5,000	2,146,283
71300	217	Career and Technical Education Program - Retirement - Hybric	65,000	5,000		70,000
71300	369	Career and Technical Education Program - Contract For Sub Te	78,819	25,000		103,819
71300	370	Career and Technical Education Program - Contract For Subte	217,732		25,000	192,732
71300	399	Vocational Education Program - Other Contracted Services	53,640	10,000		63,640
71300	429	Vocational Education Program - Instructional Supp & Mat	389,540		10,000	379,540
71300	499	Vocational Education Program - Other Supplies And Materials	359,960	25,000		384,960
71300	730	Career and Technical Education Program - Vocational Instructi	407,680		25,000	382,680
71300 Total			18,154,438	165,000	165,000	18,154,438
72110	130	Attendance - Social Workers	264,219	30,000		294,219
72110	162	Attendance - Clerical Personnel	174,702		15,000	159,702
72110	207	Attendance - Medical Insurance	98,630	4,022		102,652
72110	399	Attendance - Other Contracted Services	284,371		10,000	274,371
72110	599	Attendance - Other Charges	2,000		2,000	0
72110	704	Attendance - Attendance And Health Equipment	4,075		4,000	75
72110 Total			1,170,294	34,022	31,000	1,173,316
72120	105	Health Services - Supervisor/Director	162,007	15,000		177,007
72120	131	Health Services - Medical Personnel	3,469,396		15,000	3,454,396
72120	399	Health Services - Other Contracted Services	128,240	35,000		163,240
72120	499	Health Services - Other Supplies And Materials	71,287		22,000	49,287
72120	599	Health Services - Other Charges	3,750		3,000	750
72120	735	Health Services - Health Equipment	45,252		10,000	35,252
72120 Total			5,200,472	50,000	50,000	5,200,472
72130	123	Other Student Support - Guidance Personnel	7,016,677		90,000	6,926,677
72130	162	Other Student Support - Clerical Personnel	358,078	50,000		408,078
72130	163	Other Student Support - Educational Assistants	348,046	325,000		673,046
72130	189	Other Student Support - Other Salaries & Wages	2,633,584		375,000	2,258,584
72130	204	Other Student Support - Pensions	1,051,101		60,500	990,601
72130	207	Other Student Support - Medical Insurance	1,613,906	60,000		1,673,906
72130	299	Other Student Support - Other Fringe Benefits	15,647	500		16,147
72130	309	Other Student Support - Contracts W/Government Agencies	338,000	90,000		428,000
72130	355	Other Student Support - Travel	26,224		5,000	21,224
72130	399	Other Student Support - Other Contracted Services	75,400		15,000	60,400
72130	499	Other Student Support - Other Supplies And Materials	100,000		25,000	75,000
72130	524	Other Student Support - In Service/Staff Development	11,960	5,000		16,960
72130	790	Other Student Support - Other Equipment	5,000	40,000		45,000
72130 Total			15,328,461	570,500	570,500	15,328,461
72210	105	Regular Instruction Program - Supervisor/Director	990,211	110,000		1,100,211
72210	129	Regular Instruction Program - Librarians	3,812,194		350,000	3,462,194
72210	132	Regular Instruction Program - Materials Supervisor	58,754	7,000		65,754
72210	138	Regular Instruction Program - Instructional Computer Personn	315,001	50,000		365,001
72210	161	Regular Instruction Program - Secretary(S)	92,071		40,000	52,071
72210	189	Regular Instruction Program - Other Salaries & Wages	2,204,527	225,000		2,429,527
72210	196	Regular Instruction Program - In-Service Training	14,000	8,000		22,000
72210	212	Regular Instruction Program - Employer Medicare	120,580		800	119,780
72210	299	Regular Instruction Program - Other Fringe Benefits	12,473	800		13,273
72210	355	Regular Instruction Program - Travel	71,108	7,000		78,108
72210	369	Regular Instruction Program - Contract For Sub Teachers-Cert	12,450	8,000		20,450
72210	370	Regular Instruction Program - Contract For Subteacher-Nonce	40,832		13,000	27,832
72210	432	Regular Instruction Program - Library Books	239,200	5,000		244,200
72210	790	Regular Instruction Program - Other Equipment	1,142,776		17,000	1,125,776
72210 Total			13,993,681	420,800	420,800	13,993,681

72215	123	Alternative Instruction Prg - Guidance Personnel	150,928		8,200	142,728
72215	201	Alternative Instruction Prg - Social Security	45,867	750		46,617
72215	206	Alternative Instruction Prg - Life Insurance	264	25		289
72215	207	Alternative Instruction Prg - Medical Insurance	100,034	6,600		106,634
72215	212	Alternative Instruction Prg - Employer Medicare	10,727	400		11,127
72215	217	Alternative Instruction Prg - Hybrid Stabilization	200	225		425
72215	299	Alternative Instruction Prg - Other Fringe Benefits	1,109	200		1,309
72215	524	Alternative Instruction Prg - In Service/Staff Development	4,000		1,000	3,000
72215	790	Alternative Instruction Prg - Other Equipment	6,000	1,000		7,000
72215 Total			1,217,889	9,200	9,200	1,217,889
72220	105	Special Education Program - Supervisor/Director	109,757	4,000		113,757
72220	124	Special Education Program - Psychological Personnel	764,737		228,200	536,537
72220	131	Special Education Program - Medical Personnel	730,745	12,000		742,745
72220	162	Special Education Program - Clerical Personnel	136,706	30,000		166,706
72220	189	Special Education Program - Other Salaries & Wages	449,782	170,000		619,782
72220	299	Special Education Program - Other Fringe Benefits	3,080	200		3,280
72220	355	Special Education Program - Travel	103,000		10,000	93,000
72220	399	Special Education Program - Other Contracted Services	34,950		10,000	24,950
72220	499	Special Education Program - Other Supplies And Materials	85,000		8,000	77,000
72220	524	Special Education Program - In Service/Staff Development	20,000	22,000		42,000
72220	790	Special Education Program - Other Equipment	26,520		8,000	18,520
72220 Total			3,161,081	238,200	264,200	3,135,081
72250	120	Technology - Computer Programmer(S)	1,709,188	100,750		1,809,938
72250	162	Technology - Clerical Personnel	43,072		43,072	0
72250	189	Technology - Other Salaries & Wages	236,201		80,750	155,451
72250	201	Technology - Social Security	130,323		200	130,123
72250	204	Technology - Pensions	210,409		200	210,209
72250	207	Technology - Medical Insurance	248,224	30,000		278,224
72250	217	Technology - Hybrid Stabilization	400	400		800
72250	399	Technology - Other Contracted Services	423,940	150,000		573,940
72250	470	Technology - Cabling	202,000		131,928	70,072
72250	471	Technology - Software	272,246		25,000	247,246
72250 Total			5,874,994	281,150	281,150	5,874,994
72260	204	Adult Program - Pensions	15,860		2,000	13,860
72260	207	Adult Program - Medical Insurance	7,797	2,000		9,797
72260 Total			84,764	2,000	2,000	84,764
72310	118	Board Of Education - Secretary To Board	114,950	1,700		116,650
72310	204	Board Of Education - Pensions	17,242		1,700	15,542
72310	207	Board Of Education - Medical Insurance	3,620,307		268,000	3,352,307
72310	320	Board Of Education - Dues And Memberships	11,000		7,500	3,500
72310	331	Board Of Education - Legal Services	250,000	50,000		300,000
72310	399	Board Of Education - Other Contracted Services	10,000	5,000		15,000
72310	499	Board Of Education - Other Supplies and Materials	1,500	500		2,000
72310	510	Board Of Education - Trustee's Commission	3,000,000	250,000		3,250,000
72310	524	Board Of Education - In Service/Staff Development	35,000	12,500		47,500
72310	533	Board Of Education - Criminal Investigation Of Applicants-Tbi	99,350	7,500		106,850
72310 Total			8,756,792	327,200	277,200	8,806,792
72320	101	Director Of Schools - County Official/Administrative	399,884	18,000		417,884
72320	189	Director Of Schools - Other Salaries & Wages	418,626	45,100		463,726
72320	201	Director Of Schools - Social Security	53,890		3,500	50,390
72320	204	Director Of Schools - Pensions	91,266		17,500	73,766
72320	207	Director Of Schools - Medical Insurance	57,204	40,000		97,204
72320	212	Director Of Schools - Employer Medicare	12,603	100		12,703
72320	307	Director Of Schools - Communication	100,000	250		100,250
72320	348	Director Of Schools - Postal Charges	37,180		10,000	27,180
72320	399	Director Of Schools - Other Contracted Services	80,000	10,000		90,000
72320	499	Director Of Schools - Other Supplies And Materials	15,000	8,500		23,500
72320	524	Director Of Schools - In Service/Staff Development	25,000		10,000	15,000
72320	701	Director Of Schools - Administration Equipment	18,000		8,000	10,000
72320 Total			1,437,693	121,950	49,000	1,510,643
72410	119	Office Of The Principal - Accountants/Bookkeepers	1,743,962	160,000		1,903,962
72410	204	Office Of The Principal - Pensions	2,072,188		77,000	1,995,188
72410	207	Office Of The Principal - Medical Insurance	3,251,743	75,000		3,326,743
72410	217	Office Of The Principal - Retirement - Hybrid Stabilization	4,000	2,000		6,000
72410	599	Office Of The Principal - Other Charges	759,041		41,800	717,241
72410	701	Office Of The Principal - Administration Equipment	70,000	41,800		111,800
72410 Total			28,865,821	278,800	118,800	29,025,821
72510	399	Fiscal Services - Other Contracted Services	198,000		48,050	149,950
72510 Total			1,843,141	0	48,050	1,795,091
72520	117	Human Resources/Personnel - Career Ladder	1,000	1,000		2,000
72520	162	Human Resources/Personnel - Clerical Personnel	242,108		10,000	232,108
72520	189	Human Resources/Personnel - Other Salaries & Wages	293,326	32,500		325,826
72520	207	Human Resources/Personnel - Medical Insurance	109,064	8,000		117,064
72520	299	Human Resources/Personnel - Other Fringe Benefits	1,017	100		1,117
72520	355	Human Resources/Personnel - Travel	1,500		500	1,000
72520	399	Human Resources/Personnel - Other Contracted Services	320,840		33,800	287,040
72520	499	Human Resources/Personnel - Other Supplies And Materials	5,000	1,000		6,000
72520	524	Human Resources/Personnel - In Service/Staff Development	1,000	500		1,500
72520	701	Human Resources/Personnel - Administration Equipment	10,000		5,000	5,000
72520 Total			1,247,456	43,100	49,300	1,241,256
72610	189	Operation Of Plant - Other Salaries & Wages	116,558	5,000		121,558
72610	204	Operation Of Plant - Pensions	940,004		750	939,254
72610	206	Operation Of Plant - Life Insurance	3,700	750		4,450
72610	207	Operation Of Plant - Medical Insurance	2,076,575		5,000	2,071,575
72610	336	Operation Of Plant - Maint. & Repair Serv. - Equip.	67,000		50,000	17,000
72610	399	Operation Of Plant - Other Contracted Services	1,106,380	400,000		1,506,380
72610	415	Operation Of Plant - Electricity	10,963,943		50,000	10,913,943
72610	434	Operation Of Plant - Natural Gas	1,366,384	50,000		1,416,384
72610	499	Operation Of Plant - Other Supplies And Materials	268,735		75,000	193,735
72610	599	Operation Of Plant - Other Charges	55,000		30,000	25,000
72610	720	Operation Of Plant - Plant Operation Equipment	1,692,627		235,000	1,457,627
72610 Total			33,535,520	455,750	445,750	33,545,520

72620	329	Maintenance Of Plant - Laundry Service	21,601	15,000		36,601
72620	335	Maintenance Of Plant - Maint. & Repair Serv. - Bldgs.	732,375	230,000		962,375
72620	336	Maintenance Of Plant - Maint. & Repair Serv. - Equip.	340,000		227,383	112,617
72620	399	Maintenance Of Plant - Other Contracted Services	1,799,788	1,100,000		2,899,788
72620	499	Maintenance Of Plant - Other Supplies And Materials	1,351,897	750,000		2,101,897
72620	599	Maintenance Of Plant - Other Charges	10,000		6,000	4,000
72620	701	Maintenance Of Plant - Administration Equipment	185,673		60,000	125,673
72620 Total			10,626,943	2,095,000	293,383	12,428,560
72710	207	Transportation - Medical Insurance	302,523		4,000	298,523
72710	210	Transportation - Unemployment Compensation	2,000	4,000		6,000
72710	312	Transportation - Contracts W/Private Agencies	589,960		500,000	89,960
72710	355	Transportation - Travel	12,000		7,000	5,000
72710	399	Transportation - Other Contracted Services	1,067,347	7,000		1,074,347
72710	599	Transportation - Other Charges	38,750	5,000		43,750
72710	701	Transportation - Administration Equipment	60,030		20,000	40,030
72710	729	Transportation - Transportation Equipment	40,400	15,000		55,400
72710 Total			28,245,947	31,000	531,000	27,745,947
73400	163	Early Childhood Education - Educational Assistants	872,496	300,000		1,172,496
73400	201	Early Childhood Education - Social Security	167,601	8,000		175,601
73400	206	Early Childhood Education - Life Insurance	1,081	1,000		2,081
73400	207	Early Childhood Education - Medical Insurance	663,612	30,000		693,612
73400	212	Early Childhood Education - Employer Medicare	39,197	1,700		40,897
73400	217	Early Childhood Education - Hybrid Stabilization	6,000	800		6,800
73400	299	Early Childhood Education - Other Fringe Benefits	4,054	1,500		5,554
73400	369	Early Childhood Education - Contract For Sub Teachers-Cert	12,126	3,200		15,326
73400	370	Early Childhood Education - Contract For Subteacher-Noncer	33,292	10,750		44,042
73400	399	Early Childhood Education - Other Contracted Services	30,000		20,000	10,000
73400	422	Early Childhood Education - Food Supplies	6,500		5,500	1,000
73400	429	Early Childhood Education - Instructional Supp & Mat	136,245		30,000	106,245
73400	524	Early Childhood Education - In Service/Staff Development	18,260		10,000	8,260
Total 73400			4,184,452	356,950	65,500	4,521,652
76100	799	Regular Capital Outlay - Other Capital Outlay	1,211,460	510,578		1,722,038
76100 Total			1,236,460	510,578	0	1,747,038
82130	612	Education - Principal on Other Loans	638,208			638,208
Fund 141 Total			494,931,856	7,866,200	7,866,200	497,541,223

This final year end clean up amendment budgets funds for items such as leave payouts, increases for degree and certification pay scale changes,

additional costs for contracted services such as instructional software, stripping and waxing of school floors, SPED services, and capital outlay for construction. Funding for these expenses to come from a portion of revenue collected over budgeted amounts and moving budgeted expenditure between accounts and within object codes.

Recommended Motion:

To approve the Fiscal Year 2022-23 year-end clean up amendment as presented.

Dr. James Sullivan, Director of Schools

Date

Tammy Sharp, Chairman of the Board

**RESOLUTION TO TRANSFER FUNDS FROM GENERAL PURPOSE SCHOOL FUNDS TO
FEDERAL PROJECTS FUND FOR FISCAL YEAR ENDING *JUNE 30, 2023***

WHEREAS Federal Projects grants operate on a reimbursement basis and funds are requested from the State of Tennessee by *Rutherford County Schools* for expenditures on at least a monthly basis; and,

WHEREAS the Federal Projects Fund operates with a cash deficit at various times throughout the fiscal year due to the turn-around time needed for reimbursements from the State of Tennessee; and,

WHEREAS Government Auditing Standards consider a cash deficit in any fund to be a significant deficiency in internal control; and,

WHEREAS *Rutherford County Schools* does not desire to operate any fund with a cash deficit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of *Rutherford County Schools* in Tennessee, meeting in session on this *8th day of June 2023*, and by the County Commission of *Rutherford County* in Tennessee, meeting in session on the *26th day of June 2023*, that:

SECTION 1. The General Purpose School Fund shall transfer *\$3,000,000* to the Federal Projects Fund on *June 30, 2023*.

SECTION 2. The *\$3,000,000* transfer shall remain in the Federal Projects Fund as an assigned fund balance from the General Purpose School Fund and may be repaid at any time as noted in a resolution passed by the Board of Education and County Commission.

SECTION 3. This resolution will take effect on *June 26, 2023*. The Secretary of the Board of Education shall include this Resolution in the minutes of *Rutherford County Schools*. The County Clerk shall include this Resolution in the minutes of *Rutherford County*.

Adopted this *8th day of June 2023*.

Adopted this *26th day of June 2023*.

APPROVED:

APPROVED:

Chairman, Board of Education

Chairman, *Rutherford County Commission*

ATTEST:

ATTEST:

Secretary, Board of Education

County Clerk, *Rutherford County*

General Purpose School		
Amendment # 12		
Function	Object	
39000		Unassigned Fund Balance
Total Revenue & Operating Transfers		
Function	Object	
99100	590	Transfers to Other Funds
99100 Total		
Grand Total		
	Tammy Sharp, Chairman	
	James Sullivan, Director of Schools	

General Purpose School						
Amendment # 12			Amended	Transfer from 141 to 142 for grant cash flow		Amended
Function	Object		Budget	Increases	Decreases	Budget
39000	Unassigned Fund Balance		72,659,642		3,000,000	69,659,642
Total Revenue & Operating Transfers			467,782,545	0	3,000,000	464,782,545
Function	Object		Budget	Increases	Decreases	Budget
99100	590	Transfers to Other Funds	-	3,000,000		3,000,000
99100 Total			-	3,000,000	-	3,000,000
Grand Total			497,541,223	3,000,000	-	500,541,223
	Tammy Sharp, Chairman					
	James Sullivan, Director of Schools					

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card



Quote

Prepared For

Rutherford County School District

Rutherford County School District
2240 SOUTHPARK DR
MURFREESBORO TN 37128-5507
United States

For the Purchase of:

TN ECBM Renewal 2023-2024

For additional information or questions, please contact:

Sierra Scott
Sierra.scott@riversideinsights.com

RIVERSIDE INSIGHTS

Attention:
Mark Gullion
gullionm@rcschools.net

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

**Quote For
Rutherford County School District**

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
1493822	easyCBM 1 Year Renewal	\$7.15	39.16%	\$4.35	30,500	\$132,675.00
Subtotal						\$132,675.00

**Thank you,
Sierra Scott | Assessment Consultant |
Sierra.scott@riversideinsights.com**

Total Discount Amount:	\$85,400.00
Total Discount Applied:	39.16%
Subtotal Purchase Amount:	\$132,675.00
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Quote (PO Amount):	\$132,675.00

RIVERSIDE INSIGHTS

Attention:
Mark Gullion
gullionm@rcschools.net

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

Do Not Pay from Quote

- please submit this Quote with your Purchase Order or email statement to purchase with credit card

**Quote For
Rutherford County School District**

Total Cost of Quote (PO Amount) : \$132,675.00

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To: Rutherford County School District 2240 SOUTHPARK DR MURFREESBORO TN 37128-5507 United States	Bill to: 242136 Rutherford County School District 2240 SOUTHPARK DR MURFREESBORO TN 37128-5507 United States
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- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Quote: 5/31/2023

Quote Expiration Date: 8/29/2023

RIVERSIDE INSIGHTS

Attention:
Mark Gullion
gullionm@rcschools.net

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

EASYCBM SUBSCRIBER AGREEMENT

Terms and Conditions of Use

The EASYCBM assessment service (the “Service” or “EASYCBM System”) is a web-based benchmark and progress monitoring reporting service that permits school districts and agencies to enter student EASYCBM data and administrative data (collectively “Data”) and generate automated reports. EASYCBM was developed by the Behavioral Research and Teaching center (“BRT”) at the University of Oregon. Riverside Assessments, LLC d/b/a Riverside Insights (“Riverside”) is the exclusive distributor of the Service.

Upon commencement of the Service, You, and any organization you are acting on behalf of as an authorized representative, as a Subscriber, hereby agree to be legally bound by the terms and conditions of this Agreement.

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below unless otherwise defined herein:
 - “Agreement” means this EASYCBM SUBSCRIBER AGREEMENT and any Order Form(s) you complete for the use of the Service.
 - “Order Form” means (i) the order form that includes pricing and subscription information regarding Subscriber’s purchase of licenses to the Service and associated training or (ii) other document setting forth pricing and order information with respect to Subscriber’s purchase of licenses to the Service.
 - “Service Fees” means fees paid by Subscriber with respect to the Service and any corresponding Order Form(s).
 - “Subscriber” means the Riverside authorized purchaser of the Service who has agreed to be bound to the terms and conditions of this Agreement by signing the Order Form in the required field.
 - “Users” means individual humans who are authorized by Subscriber to use the Service.
2. Upon payment and execution of this Agreement, Riverside grants to Subscriber, a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to permit Users access to the Service pursuant to the terms and conditions hereunder, for non-commercial education and research purposes only. This license permits Users to: a. access the EASYCBM System; b. enter Data into the EASYCBM System; and c. generate reports using the EASYCBM System. Subscriber shall not use the EASYCBM System for any other purpose and Subscriber must contact Riverside to request prior written permission to use the EASYCBM System in any other manner.
3. Subscriber shall not directly or indirectly (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or attempt to do any of the foregoing; (b) modify, translate, or create derivative works based on the Services; (c) rent, lease, distribute, or sell, assign, or otherwise transfer rights to the Services; (d) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (e) remove any proprietary notices from the Services or any materials provided to Subscriber by Riverside in conjunction with the Services.
4. Subscriber will provide, or shall require its Users to provide, or have access to the Service through Internet connection (from the classroom, home, or wherever there is a suitable Internet connection).
5. Subscriber will designate an administrator/local site facilitator on the Order Form to serve as the primary contact person regarding the use of the Service (the “Administrator”). This Administrator will:
 - Disseminate information to Users regarding access to and use of the Service;
 - Provide subscription information, if applicable (for example, where Users are located or assigned) to Riverside; and
 - Provide required account information to a Riverside Account Manager and/or Riverside Customer Support.
6. Subscriber will have an EASYCBM account established with Riverside, whereby Users, each identified by a required unique username and password, are able to log in to the Service, either through Subscriber’s facilities or other sites where the Internet can be accessed. In addition, Subscriber hereby grants Riverside and its duly authorized licensees permission, to the extent that it may be required, to use the district, school or institution name in marketing and promotional materials.
7. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of Subscriber; provided, however, that Riverside and the University of Oregon, including its research partners, may use such information to improve EASYCBM and for educational research purposes in a manner that does not disclose personally identifiable information and such that individual students, teachers, schools or districts may not be identified or derived. The Subscriber allows such research to be published in technical reports and/or education journals designed to improve educational practices.
8. Riverside will maintain and provide Subscriber with access to scoring and reporting data for the Subscriber’s current contract period unless limited by special promotions and limited account access based on special pricing. Riverside may periodically delete data from the EASYCBM System in accordance with its records retention policy. It is the Subscriber’s responsibility, if they wish, to preserve any scoring and reporting data for their Users from previous contract periods or for archive purposes in a timely manner, and Subscriber is advised to export and backup scoring and reporting data frequently.

9. Riverside will provide a user manual and associated guides, in electronic format available from the EASYCBM service after login, containing information on EASYCBM functionality.
10. Riverside will monitor the number of students using the system by Subscriber's Users, or number of user registrations during the subscription period, and notify the Subscriber near the end of the Agreement term of any additional Service Fees that exceed the number originally purchased by the Subscriber. In the event of an average, a follow-up invoice will be sent to the Subscriber to reconcile with the number of students actually comprising the Subscriber's account. This invoice will be sent whether a purchase order has been received from the Subscriber or not, and whether the amount of the purchase order that is submitted by the Subscriber is correct or not. All Service Fee payments shall be due and payable, within thirty (30) days of Subscriber's receipt of the invoice from Riverside. Any payments provided by Subscriber to Riverside shall be irrevocable and shall be made in U.S. dollars. Subscriber is solely responsible for ensuring that such payments are made to Riverside in accordance with this Section.
11. RIVERSIDE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING THOSE CONCERNING MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED EXPRESSLY HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS.
12. IN NO EVENT SHALL RIVERSIDE BE LIABLE TO SUBSCRIBER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING LOSS OF FUTURE REVENUE, INCOME, OR PROFITS, OR LOSS OF DATA, ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED IN ADVANCED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL RIVERSIDE'S AGGREGATE LIABILITY HEREUNDER EXCEED THE GREAT OF: (A) \$1,000 OR (B) AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER TO RIVERSIDE DURING THE TWELVE(12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
13. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties; and no party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.
14. Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, sent by prepaid post or facsimile to the other party at the address specified above, or to such other address as either party may designate subsequently in writing, and will be deemed effective upon receipt.
15. Subscriber shall be solely responsible for whom it permits to be Users of the Service. Subscriber further agrees that it shall be solely responsible and liable for all Users of the Service and for any information or materials submitted to the Service via Subscriber's EASYCBM account and/or resulting from any use of a Username, User password, or any other User information associated with the Service. Subscriber understands and agrees that the Service may not be used for any other purpose, or be provided to any other party, than as described herein (including the Order Form).
16. Subscriber will ensure that none of its Users: (i) copy, duplicate, publish, distribute, display, modify, create derivative works of, or alter physical or electronic characteristics of the Services; (ii) dismantle or reverse engineer or clone any part of the Services; or (iii) grant sublicenses to, assign, transfer, sell, or rent the Services or any sublicenses thereto without Riverside's prior written consent. Subscriber acknowledges and agrees that confidentiality and test security is critical to the integrity, validity, and fairness of the Services and that it will handle any assessment materials to which it has access through the Services in accordance with Riverside's Test Disclosure Policy (available at: <https://info.riversideinsights.com/hubfs/Test%20Disclosure%20Policy.pdf>) and the Standards for Educational and Psychological Testing (2014) ("SEPT"), published by the American Educational Research Association, American Psychological Association, and National Council on Measurement in Education. Subscriber's access to the Services is contingent on Subscriber taking appropriate steps to protect the confidentiality of the Services and any content contained therein. Subscriber will not provide unauthorized third parties, including entities or individuals providing test preparation, tutoring, and similar services, access to the Service and will not permit notetaking or audio or video recording by non-professionals during test administrations. Subscriber will immediately notify Riverside if it becomes aware of any activities prohibited under this Section.
17. Except as expressly permitted by this Agreement, Subscriber may not assign or otherwise transfer this Agreement or its rights or obligations hereunder to any person or entity without Riverside's prior written consent. This Agreement shall be binding upon and insure to the benefit of the heirs, successors, and assigns of each party. Subscriber shall indemnify, defend, and hold Riverside and BRT harmless from any and all claims arising out of the use of the Service or use of the scoring or reporting to determine placement of, or grades for, students.
18. Subscriber agrees that the privacy of User information, and score data is the sole responsibility of Subscriber and its Users. Riverside does not share User or Subscriber information with anyone unless authorized under this Agreement and: (a) with respect to the User or others the User may specify, the particular User's own information only; and (b) with respect to Subscriber, Subscriber's own information and the information regarding its Users. The Subscriber acknowledges that prior to using the EASYCBM service, Subscriber is obligated to obtain any written parental consent that may be required in accordance with Federal or state laws or school district policies, to enable Subscriber to enter data into the EASYCBM system and to permit use of the data in accordance with the terms and conditions of this Agreement.

19. Riverside and BRT shall retain ownership of and proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the EASYCBM online assessment system, including the benchmark and progress monitoring assessments, scoring guides, manuals, resources, as well as any other Riverside and/or BRT materials, software programs, and associated techniques, concepts, and methodologies that may be used to provide services under this Agreement.
20. This Agreement is governed by and subject to the laws of the State of Illinois without reference to its conflicts of laws or choice of law rules. The parties agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts of competent jurisdiction located in the Northern District of Illinois. This Agreement merges all prior representations and understandings and constitutes the entire understanding between the parties concerning the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties. No delay by either party in enforcing against the other any provision of this Agreement will be a waiver, or in any way prejudice any right, of that party. All uses of the word "including" and "includes" mean "including, without limitation" or "including, but not limited to" and will not be deemed terms of limitation or exclusion. Subscriber's use of the Services constitutes consent to this Agreement, which remains in full force and effect for the entire period of use by Subscriber and its Users.

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riversideinsights.com



MobyMax Quote

MobyMax, LLC
P.O. Box 392385 | Pittsburgh, PA 15251
888-793-8331

Quote For

Quote Date: January 10, 2023
District: Rutherford County Schools
Quote Receiver: Jeannie Williams
Telephone: 615-893-5812
Email Address: scott.anderson@mobymax.com

License Quoted

Subject: **MobyMax ALL Districtwide License**
Complete K-8 curriculum for all subjects including Math, Fact Fluency, Reading, Early Reading, Language, Writing, Science, and Social Studies

Number of Schools: 38 schools
License End: August 12, 2024
Price: \$144,210.00

Subtotal \$144,210.00
Discount \$105,124.00

Subtotal after discount \$39,086.00

Total amount due:	\$39,086.00
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Ways to Order

- Fax to 1-888-793-8330
- Email to billing@mobymax.com
- Mail to:
MobyMax
P.O. Box 392385
Pittsburgh, PA 15251
- Call 888-793-8331
- Order online with credit card or purchase order at www.mobymax.com/order.

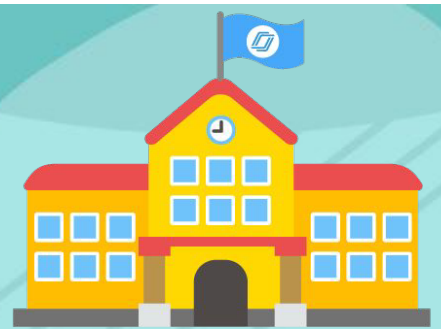
Please Include with Purchase Order

- Email address or fax number for accounts payable department
- A copy of this quote
- A copy your tax exemption letter or certificate, if applicable

Quote expires after 90 days.

You can download our current W-9 form at www.MobyMax.com/w9.pdf.

If you are using ClassWallet, please add the ClassWallet fee to total amount due.



Quote ID: 192554

Sales Order For:

Jeannie Williams
 RUTHERFORD COUNTY
 2240 SOUTHPARK DR
 MURFREESBORO, Tennessee 37128
 UNITED STATES

Nearpod Contact:

Leandro Beer – Tess Miller
 1855 Griffin Rd. Suite A-290
 Dania Beach, FL 33004

If you are a Tax-Exempt Customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Orders should be addressed to:
 Nearpod Inc.
 1855 Griffin Road A-290
 Dania Beach, FL 33004

Service Start: 08/01/2023

Service End: 07/30/2024

1-Renewal Quote				
Description	Quantity	Volume List Price	Discount	Total Price
Nearpod Premium Plus - District: Nearpod Premium Plus, including unlimited access to: - Nearpod’s lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features - Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands - Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons - District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more - Premium Plus lesson delivery features, including	47000 - Students	\$232,180.00	(\$53,900.95)	\$178,279.05

Live Teacher Annotation, Co-Teaching, and Live to Student-Paced				
Nearpod Digital Citizenship and Literacy: A K-12 solution to support instruction in computer science including digital citizenship, coding, applications of technology, and media literacy, featuring resources from Common Sense Education, Typesy, and Code Monkey.	47000 - Students	\$44,650.00	(\$3,590.80)	\$41,059.20
Online Training: Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.	4 - Licenses	\$1,800.00	(\$0.00)	\$1,800.00
			Total	\$221,138.25 (USD)

2.1- Renewal for Nearpod and Flocabulary

Description	Quantity	Volume List Price	Discount	Total Price
Nearpod Premium Plus - District: Nearpod Premium Plus, including unlimited access to: <ul style="list-style-type: none"> - Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features - Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands - Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons - District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more - Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced 	47000 - Students	\$221,840.00	(\$43,560.95)	\$178,279.05
Nearpod Digital Citizenship and Literacy:	47000 - Students	\$47,470.00	(\$6,410.80)	\$41,059.20

<p>A K-12 solution to support instruction in computer science including digital citizenship, coding, applications of technology, and media literacy, featuring resources from Common Sense Education, Typesy, and Code Monkey.</p>				
<p>Flocabulary Plus</p> <p>Unlimited access to Flocabulary including:</p> <ul style="list-style-type: none"> - 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities - Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections - Student Accounts, enabling teachers to assign lessons and activities and view results of assessments - Upcoming comprehension content and features exclusive to Flocabulary Plus (available Back to School 2022) with 200+ new lessons and a new interactive activity 	<p>47000 - Students</p>	<p>\$129,720.00</p>	<p>(\$64,860.00)</p>	<p>\$64,860.00</p>
<p>Online Training:</p> <p>Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.</p>	<p>4 - Licenses</p>	<p>\$1,800.00</p>	<p>(\$0.00)</p>	<p>\$1,800.00</p>
			<p>Total</p>	<p>\$285,998.25 (USD)</p>

Terms

This Sales Order is valid until:

Service will run from 08/01/2023 until 07/30/2024, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$_____.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Training Policy

Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Is a PO Required for Payment? Yes / No

If Yes, please provide PO number below and submit PO with this Sales Order.

If No, please return this Sales Order with Signature below and indicate payment method.

Purchase Order (Net 30):

Please provide PO #: _____

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

Check, ACH or Wire

Credit Card

Please provide email address to receive
secure payment link:

Expiration Date:

Name on card:

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:

Nearpod, Inc

1855 Griffin Rd. Suite A-290

Dania Beach, FL 33004

Email: leandrob@nearpod.com or FAX: +1 305-655-1999

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Nearpod Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1855 Griffin Road, A290

6 City, state, and ZIP code
Dania Beach, Florida 33004

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

OR

Employer identification number

4	6	-	0	9	9	3	6	7	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Severine Huerx, CFO*

Date ▶ 1/5/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.