

AGENDA

JACKSON CITY COUNCIL MEETING

SEPTEMBER 1, 2020 – 9:00 A.M.

GEORGE A. SMITH MEETING ROOM

I. CALL TO ORDER.

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG.

Councilmember Ross Priddy

III. ROLL CALL.

IV. APPROVAL OF MINUTES OF AUGUST 4, 2020

V. PROCLAMATIONS/RECOGNITIONS

Jackson-Madison County Health Department

West Tennessee Healthcare

Jackson Energy Authority

Jackson Transit Authority

Jackson Housing Authority

Jackson-Madison County School System

City Court

Madison County Sheriff's Department

VI. INVITATION FOR PUBLIC COMMENT.

VII. FIRST READINGS:

1. Budget Amendment - JPD Capital
2. Budget Amendment - City Hall Repairs
3. Budget Amendment - AARP Grant - JTA

VIII. SECOND READINGS:

1. Consideration of an Ordinance to close and abandon, a portion of an alley located between Walnut, Park Roland and Prospect Streets
2. Budget Amendment - Victims of Crime Grant
3. Budget Amendment - TVA/JEA Invest Prep Grant

4. Budget Amendment - TN Arts Access Grant
5. Budget Amendment - TN Arts Place Making Grant
6. Budget Amendment - JPD Capital
7. Consideration of an Ordinance to amend that Animal Control Ordinance for the City of Jackson, TN

IX. NEW BUSINESS:

1. Consideration of a contract with Jackson Madison County General Hospital District for occupational health services
2. Consideration of a contract with D.C.Construction & Trucking, Inc. for the SR 223 site development project
3. Consideration of a contract with TransLoc for an automated vehicle location provider
4. Consideration of a contract with Town & Country Realtors for real estate services
5. Consideration of a contract for a Lease Agreement with Northwest TN Head Start/EHS - 409 Iselin St
6. Consideration of a Contract with Express Employment Professionals
7. Consideration of a Contract with Allygn
8. Consideration of exchange of services from the Milan Fire Department
9. Consideration of a Resolution to approve Consolidated Annual Performance & Evaluation Report (CAPER) FY2019-2020
10. Poverty Task Force Annual Report
11. Ratification of Private Act
12. Consideration of a Street Acceptance Request for Shiloh Springs Section 5-C #47 - \$48 Shiloh Springs
13. Consideration of a Street Acceptance Request for Shiloh Springs Section 13-A, #87 - #104 Living Waters Drive, #6 & 7 Haley's Cove and a portion of Grouse Meadow Drive
14. Consideration of a Street Acceptance Request for Shiloh Springs Section 14-A; all of Candlelight Cove #6 - #7 Chadro Cove and a portion of Grouse Meadow Drove
15. Consideration of invoices of \$10,000

X. ADJOURN.

MINUTES

JACKSON CITY COUNCIL MEETING

August 4, 2020 – 9:00 a.m.

Call to Order, Invocation, & Pledge and Roll Call

The Council of the City of Jackson met in regular session on Tuesday, **August 4, 2020**, at 9:00 a.m. via Go-To-Meeting due to the COVID -19 pandemic. Mayor Scott Conger called the meeting called the meeting to order and asked Councilmember Harvey Buchanan gave the invocation and led the audience in the Pledge of Allegiance. The Mayor then called the roll. Councilmembers Ernest Brooks II, Harvey Buchanan, David Cisco, Johnny Dodd, Russ McKelvey, Gary Pickens, Ross Priddy, Paul Taylor, and Marda Wallace were present. For the City of Jackson, Mr. Bobby Arnold, Finance, Ms. Lauren Kirk, Mayor's Office, Mr. Alex Reed, Mayor's Office, Mr. Stan Pilant, Planning, Ms. Susan White, Purchasing. Also present was Sandy Maxwell recorder of the minutes. For the full details, listen to the August 4, 2020 video at <https://www.youtube.com/c/CityofJacksonTN73>.

Approval of Minutes:

The minutes for the July 7, 2020 meeting, were approved and signed.

Proclamations:

None

Invitation for Public Comment:

This was the time and place advertised for public comment to items for opposition or in favor of items on the first readings. Comments would have been done before the meeting via Social Media Outlets, calls, or emails to the Mayor's office or Councilmembers. This meeting is held remotely in accordance with Governor Bill Lee's Executive Order #16 public meetings can now be broadcast electronically due to the COVID-19 pandemic.

First Readings:

1. Consideration of an Ordinance to close and abandon, a portion of an alley located between Walnut, Park Roland and Prospect Streets (3:14 to 6:05)

Stan Pilant explained that this ordinance is for the abandoned alleys, except for the East side of the alley, to allow a homeowner to access the back of his property. Councilmember Brooks made a motion, seconded by Councilmember Taylor, to approve the agenda item as submitted. The Mayor asked if anyone received any communication or public comment; there was none. Upon a call for a vote, all voted aye, motion passed unanimously.

2. Budget Amendment - Victims of Crime Grant (6:21 to 7:40)

Bobby Arnold explained that the grant is for \$45,267 and a 20% local match \$11,317. Councilmember Buchanan made a motion, seconded by Councilmember Wallace, to approve the

agenda item as submitted. The Mayor asked if anyone received any communication or public comment; there was none. Upon a call for a vote, all voted aye, motion passed unanimously.

3. Budget Amendment - TVA/JEA Invest Prep Grant (7:41 to 9:10)

Bobby Arnold explained that the grant is 50/50 split for a total of \$176,750. This grant of the gas line work out at the Industrial Park on Highway 223. Councilmember Cisco made a motion, seconded by Councilmember Brooks, to approve the agenda item as submitted. The Mayor asked if anyone received any communication or public comment; there was none. Upon a call for a vote, all voted aye, motion passed unanimously.

4. Budget Amendment - TN Arts Access Grant (9:11 to 10:26)

Bobby Arnold explained that the grant is for \$3,190 and does require a 50% city match. That match would come from a reallocation of already budgeted funds for Community Relations. Councilmember Pickens made a motion, seconded by Councilmember Taylor, to approve the agenda item as submitted. The Mayor asked if anyone received any communication or public comment; there was none. Upon a call for a vote, all voted aye, motion passed unanimously.

5. Budget Amendment - TN Arts Place Making Grant (10:26 to 12:40)

Bobby Arnold explained that the grant is for \$9,000 and requires a 20% in-kind match, which would come from the Park's Maintenance budget. Councilmember Taylor asked what would the money be used for? Lauren Kirk explained that this grant would be used for a mural downtown, and it also has a workshop component. In which the artist will work with some kids from the Boys and Girls Club as well as kids from Keep My Hood Good. Councilman Brooks, if the grant was for the artist's salary? Lauren Kirk said that the artist fee is \$6,000, and the \$3,000 is for equipment and other materials.

Councilmember Buchanan made a motion, seconded by Councilmember Cisco, to approve the agenda item as submitted. The Mayor asked if anyone received any communication or public comment; there was none. Upon a call for a vote, all voted aye, motion passed unanimously.

6. Budget Amendment - JPD Capital (12:40 to 16:44)

Bobby Arnold explained that the grant is for \$118,798; \$89,168 to replace bulletproof vest and \$39,500 to increase the number of body cameras (allowing every officer to have a camera). The remaining \$6,130 to replace a server that is deemed non-complaint. The money would be funded by an \$84,783 emergency dividend from Equity Partners; this was not a budget revenue, so we increase our income to recognize the funds. We would use \$16,000 leftover from Capital Funds. These funds were already budgeted for the new pothole equipment, which has been

purchased. Finally, we would use \$34,015 from our fund balance to complete the funding for this amendment.

Councilmember Cisco made a motion, seconded by Councilmember Dodd, to approve the agenda item as submitted. The Mayor asked if anyone received any communication or public comment; there was none. Upon a call for a vote, all voted aye, motion passed unanimously.

7. Consideration of an Ordinance to amend that Animal Control Ordinance for the City of Jackson, TN (16:45 to 17:56)

Councilmember Buchanan made a motion, seconded by Councilmember Dodd, to approve the agenda item as submitted. The Mayor asked if anyone received any communication or public comment; there was none. Upon a call for a vote, all voted aye, motion passed unanimously.

Second Readings:

1. Proposed Budget Amendment in the amount of \$50,732 to fund the City's match for Airport Economic Development Grant (17:57 to 18:43)

Councilmember Buchanan made a motion, seconded by Councilmember Pickens, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously.

2. Proposed Budget Amendment in the amount of \$80,000 to recognize the JPD award for JAG Grant (18:43 to 19:21)

Councilmember Brooks made a motion, seconded by Councilmember Wallace, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously.

3. Consideration of an Ordinance to close and abandon, in their entirety, Porter Alley, Arnold Alley, and Lawler Avenue, in their entirety (19:24 to 20:08)

Councilmember Dodd made a motion, seconded by Councilmember Wallace, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously.

4. Consideration of an Ordinance to amend the text of the Official Zoning Ordinance of the City of Jackson, TN, ARTICLE V, SPECIFIC DISTRICT REGULATIONS, Section13. SC-1 ((PLANNING UNIT COMMERCIAL DEVELOPMENT) District, C. USESE PERMITTED, by adding Type III Climate Self-Storage facilities as a use permitted (20:09 to 21:02)

Councilmember Cisco made a motion, seconded by Councilmember Wallace, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously.

New Business:

1. Update on CRA 1 and CRA 2 (21:05 to 31:37)

Report: Stan Pilant said that in CRA 1, the majority of the activity is centered on new construction, residential in the Morgan Street area. JCM and Madison schools are both under construction in that area as well. In CRA 2, there is a residential re-development in the Whitehall area to Dupree; this is a new housing area that we have partnered with Southwest. We have contributed to Lane College with improvements to the Kirkendoll Building. We also continue to look to re-development efforts along Chester Street in CRA 2. There is some new residential construction on Phillips and Cartmel, but they are still in the preliminary stages; we are waiting on the subdivision plat. We are currently in discussion with Michael Minor on some new construction projects in the Mound City area.

Councilmember Buchanan asked if David Hunt had 150 acres to develop and what are the plans for the old Lincoln school. Mr. Pilant was not sure the exact acreage Mr. Hunt has on Roosevelt Parkway. But he has heard that Mr. Hunt is discussing a possible solar farm to provide electricity for industrial use. As far as the old school, he is not sure about the possible uses, but the school is currently part of Lane College. Councilmember Buchanan also addressed the council asking that sometime, hopefully, in the near future, that we collectively look at the re-development of the mall area. Per the Mayor, there is already a task force in place and working on that area right now.

Councilmember Taylor asked Mr. Pilant to speak to the financial stability of the CRA in regards to meeting their obligations(contributions) to the Madison project. Per Mr. Pilant, the CRA financially is stable and has met the obligations. He added that in terms of re-development dollars, we have basically exhausted all of those monies; through Section 108 dollars as well as local capital funds. Going forward, as funds become available, we would like to evaluate and attach some of those funds to other districts and projects. But to answer your question, I don't foresee any problems with us being able to meet our obligation, and we do get constant updates on the schools, and I will be glad to send that information out to the council.

2. Consideration of appointment of Sherita Graham to CRA (31:38 to 32:38)

Councilmember Dodd made a motion, seconded by Councilmember Taylor, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously.

3. Consideration of Appointment for Janna Hellums to the Planning Commission (32:38 to 33:14)

Councilmember Wallace made a motion, seconded by Councilmember Cisco, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously.

4. Consideration of a contract with Waypoint Analytical for monitoring the Jackson Madison County landfill on Highway 70 (33:15 to 36:25)

Susan White explained this is \$16,887 for a one-year contract with four options to renew. They would provide annual sampling and testing at the Madison County Landfill, post-closure. Councilmember Taylor made a motion, seconded by Councilmember Brooks, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously.

5. Consideration of a contract with Paris Creative Agency for marketing and communication services (36:18 to 38:03)

Alex Reed explained that this contract is for higher-level intricate graphic design work on the website and social media. She will also be working with communications, and these fees will not be perpetual. He also said that we would use already budgeted funds for around two or three thousand dollars. Councilmember Brooks made a motion, seconded by Councilmember Cisco, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously.

6. Consideration of a contract with Kimley-Horn for engineering services (38:04 to 39:54)

Alex Reed explained this is a contract for engineering services to be used as needed until a replacement is in place to replace Scott Chandler. This contract is for PE signature only; the management of the department has been divided up among the employees. Councilmember Taylor made a motion, seconded by Councilmember Wallace, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously.

7. Consideration of invoices over \$10,000 (39:56 to 41:01)

Councilmember Taylor asked Mr. Reed to find out that what the invoice for Big Toys is all about; Mr. Reed said he would check into it. Councilmember Dodd made a motion, seconded by Councilmember Pickens, to approve the agenda item as submitted. Upon a call for a vote, all voted aye, motion passed unanimously.

ADJOURN.

SCOTT CONGER, MAYOR

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 9

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CAPITAL BUDGET POLICE VEHICLE				
Transfer From Fund Balance	315-37900	-	57,768.80	57,768.80
TOTAL REVENUE		-	57,768.80	57,768.80

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE				
CAPITAL BUDGET REVISIONS #1				
Police Patrol	315-42110-900	-	57,768.80	57,768.80
TOTAL EXPENDITURE		-	57,768.80	57,768.80

NOTES

Revise Capital budget to allow purchase of radios, blue lights, sirens, cages, graphics, and installation in Police Vehicles.

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: Revised 8/25/20

By:

Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 10

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
GENERAL REVENUE				
Insurance/Personal Recoveries	110-36350	200,000.00	52,700.00	252,700.00
TOTAL REVENUE		200,000.00	52,700.00	252,700.00

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE				
CITY HALL				
Repair and Maintenance	110-41811-260	-	52,700.00	52,700.00
TOTAL EXPENDITURE		-	52,700.00	52,700.00

NOTES

Insurance claim for City Hall roof repairs.

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 8/18/2020 By: Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 11

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AARP transportation				
FTA:JTA Reimbursement Grant	110-37998-6	-	35,500.00	35,500.00
TOTAL REVENUE		-	35,500.00	35,500.00

EXPENDITURE				
Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
AARP transportation				
FTA:JTA Reimbursement Grant	110-41900-236	-	35,500.00	35,500.00
TOTAL GRANT EXPENDITURE		-	35,500.00	35,500.00

NOTES

AARP transportation grant for FTA:JTA

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: Revised 8/25/20

By: Cathy Keck

Stan Pilant
111 E. Main St.
Suite 201
Jackson, Tennessee 38301



Telephone: 731-425-8286
Fax: 731-425-8281
Email: spilant@cityofjackson.net

MEMORANDUM

TO: Mayor Scott Conger

FROM: Byanker Cole, Planning Coordinator

SUBJECT: Planning Related Council Agenda Items for August 2020

DATE: July 20, 2020

Please place the following planning related council agenda item under First Reading on the August, 2020 City Council Agenda:

1. Consideration of an Ordinance to close and abandon, a portion of an alley located between Walnut, Park, Roland and Prospect Streets.

Also, please place the following planning related council agenda items on the Council Agenda for Second Reading at the August, 2020 City Council Agenda.

1. Consideration of an Ordinance to close and abandon, in their entirety, Porter Alley, Arnold Alley and Lawler Avenue, in their entirety.
2. Consideration of an Ordinance to amend the text of the Official Zoning Ordinance of the City of Jackson, Tennessee, ARTICLE V, SPECIFIC DISTRICT REGULATIONS, Section 13. SC-1 (PLANNED UNIT COMMERCIAL DEVELOPMENT) District, C. USES PERMITTED, by adding Type III Climate Controlled Self-Storage facilities as a use permitted.

Attached, for your review, is all the information relative to the first reading agenda item.

Scott Conger, Mayor

ORDINANCE NO. _____

**AN ORDINANCE TO CLOSE AND ABANDON
A PORTION OF AN ALLEY BETWEEN
WALNUT, PARK ROLAND AND PROSPECT STREETS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON:

SECTION 1. That a portion of an alley running between Walnut, Park, Roland, and Prospect Streets is hereby closed and abandoned, except and subject to easements being maintained for underground utilities, including the right of ingress and egress for maintenance and repair and/or replacement thereof by the City of Jackson and the Jackson Energy Authority, and being more particularly described as follows:

Beginning at a point of intersection on the east margin of Prospect Avenue and the south margin of the herein described portion of unnamed alley, said point also being the northwest corner of #215 Roland Avenue; thence east along the south margin of said alley a distance of 211 feet to a point at the northeast corner of #209 Roland Avenue; thence north at a right angle 12 feet to a point at the southeast corner of #208 Walnut Street; thence west along the north margin of said alley 211 feet to a point on the east margin of Prospect Avenue and the southwest corner of #220 Walnut Street; thence south at a right angle, to the point of beginning and containing 2,532 square feet more or less.

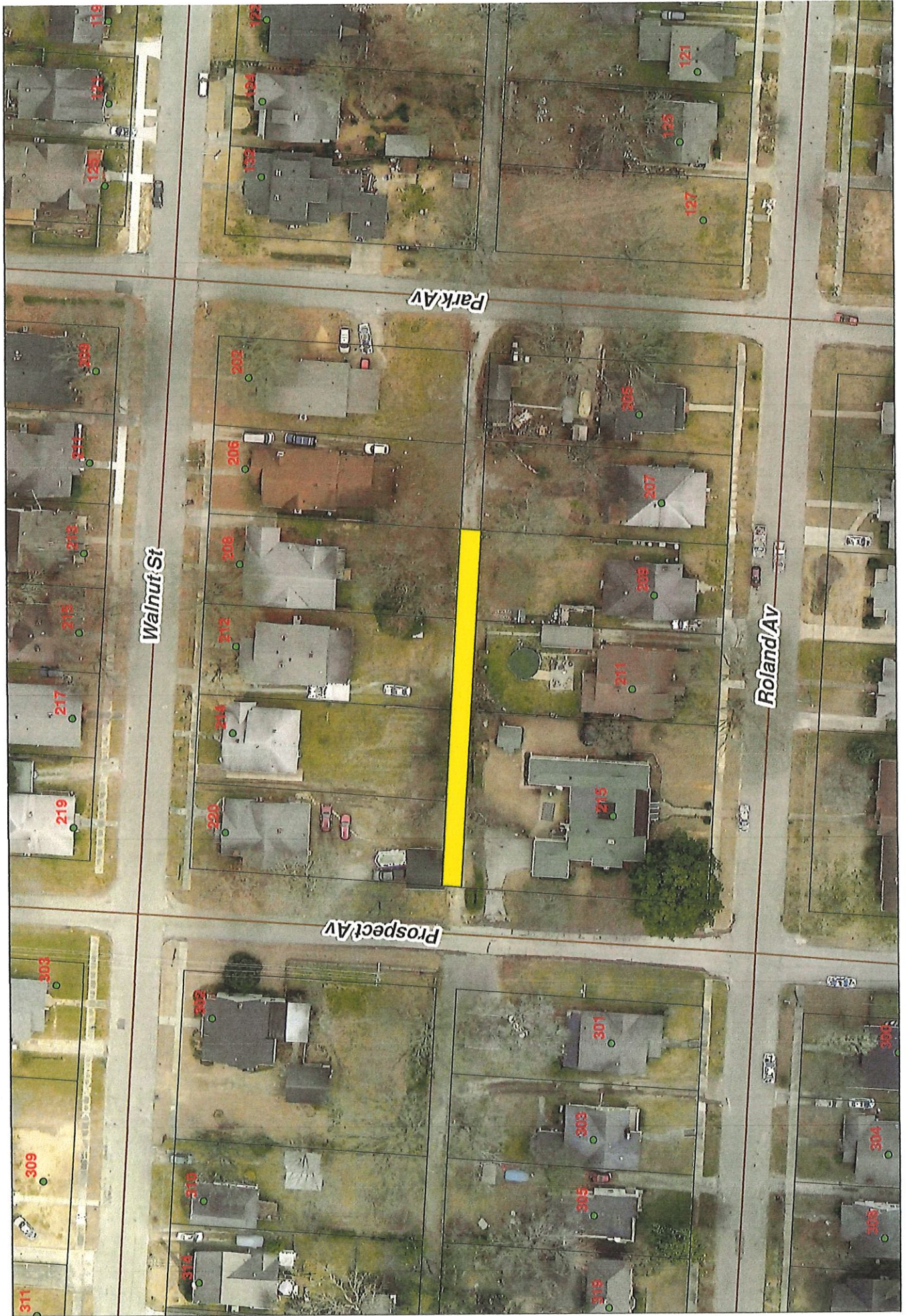
SECTION 2. That this Ordinance takes effect from and after its adoption, the public welfare requiring it.

INTRODUCED: _____

ADOPTED: _____

MAYOR

**NOTICE OF PROPOSED ALLEY CLOSURE
PORTION BETWEEN WALNUT, PARK, ROLAND & PROSPECT**





**PETITION
FOR A REQUEST TO CLOSE/ABANDON
A STREET/ALLEY**

We, the property owners shown below, own property that adjoin the requested street/alley closure/abandonment request. We hereby formally request that the City of Jackson close and abandon the street/alley as described on the attached application.

Signature of Property Owner

Address

email

Meredith J. Menez
Robert Carter

215 Roland Avenue

meredithdigger@gmail.com

211 Roland Avenue

211 Roland Avenue

Larry Meeks

209 Roland Avenue I. MEESKS, TN 3

Centric, Co

207 Roland Avenue

verbal approval rental

A works East end of pen

Dwayne Edwards

205 Roland Avenue

rental - part of estate - cannot locate owner found

NOTE: Each property owner whose property adjoins the requested street/alley to be closed/abandoned will be notified by mail of the date, time and place of the public hearing. Signatures must be legible.



**PETITION
FOR A REQUEST TO CLOSE/ABANDON
A STREET/ALLEY**

We, the property owners shown below, own property that adjoin the requested street/alley closure/abandonment request. We hereby formally request that the City of Jackson close and abandon the street/alley as described on the attached application.

Signature of Property Owner

Address

Heather Ziegler
Heather Ziegler

220 Walnut

Abandoned - Maintained by city &
boarded up

214 Walnut

- Abandoned

Jerry Conner

212 Walnut

Norm Biss

208 Walnut

- Rental owns

Robert Phillips
17 Roxbury Dr. Jackson, TN 38305

206 Walnut

- Rental - new owner
verbally approved

Hunter Newsome
Hunter Newsome

202 Walnut

- Cannot locate
owner found

NOTE: Each property owner whose property adjoins the requested street/alley to be closed/abandoned will be notified by mail of the date, time and place of the public hearing. Signatures must be legible.

Walnut St

Walnut St

Remove Bo

Prospect Ave

Prospect Ave

Park Ave

Park Ave

220 Walnut Heather Raines Ziegler signed (rental) 92K	214 Walnut Abandoned, city maintains, boarded up 40K	212 Walnut Jerry Corner signed 53K	208 Walnut Nathan Bibb signed 94K	206 Walnut Robert Phillips signed (rental) 47K	202 Walnut Hunter Newsome signed (rental) 98K
Use alley here					
215 Roland Michael and Cynthia Meredith signed 144K	211 Roland Robyn Parham signed 120K	209 Roland Larry Meeks signed 38K	207 Roland Christopher DeBerry wants alley left open for this end 39K	205 Roland DeWayne Smith signed 35K	

Roland Ave

Roland Ave

(duplex
rental) verbal
approval

Rc

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 4

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
Victims of Crime Act (VOCA FJC)				
VOCA Grant - Victims of Crime	110-33464	-	45,267.00	45,267.00
Interest Earned	110-37111	75,000.00	11,317.00	86,317.00
TOTAL REVENUE		75,000.00	56,584.00	131,584.00

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE				
Victims of Crime Act (VOCA FJC)				
Salary	110-42196-111	-	36,808.80	36,808.80
Benefits	110-42196-130	-	15,775.20	15,775.20
Operating Supplies	110-42196-320	-	1,000.00	1,000.00
Travel/Training	110-42196-280	-	3,000.00	3,000.00
TOTAL GRANT EXPENDITURE		-	56,584.00	56,584.00

NOTES

VOCA Victims of Crime grant overseen by Danielle Jones (Family Justice) as Project Manager. 80/20 match grant. 80% revenue from grantor \$45,267. 20% transfer from Interest Earned for City match \$11,317.

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date:

7/27/2020 By:

Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 5

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
TVA (JEA) Invest Prep			
TVA (JEA) Invest Prep	110-33491	- 176,750.00	176,750.00
TOTAL REVENUE		- 176,750.00	176,750.00

EXPENDITURE Account/Description	APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
TVA (JEA) Invest Prep			
TVA (JEA) Invest Prep	110-41900-299	- 176,750.00	176,750.00
TOTAL GRANT EXPENDITURE		- 176,750.00	176,750.00

NOTES

TVA Invest Prep grant pass-thru for JEA Highway 223 gas pipeline. JEA is responsible for 50/50 match. JEA expends funds, submit reimbursement request copying, city. Funds paid to City from TVA, then paid to JEA from City.

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 7/23/2020 By: Cathy Keck

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #: 6

MAYOR APPROVAL DATE: _____

COUNCIL APPROVAL DATE: _____

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
TN ARTS ACCESS GRANT				
TN Arts Access Grant	110-33501	-	3,190.00	3,190.00
TOTAL REVENUE		-	3,190.00	3,190.00

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
EXPENDITURE				
TN ARTS ACCESS GRANT				
Community relations	110-41900-236	30,000.00	(3,190.00)	26,810.00
Professional Fees	110-41452-250	-	6,380.00	6,380.00
TOTAL GRANT EXPENDITURE		30,000.00	3,190.00	33,190.00

TN Arts Access grant with a 50/50 match. 50% revenue per TN Arts Commission \$3,190. Lauren requesting 50% budget amendment transfer from Community Relations to grant for City 50% match \$3,190. Also seeking funds from sponsors to compensate difference.

NOTES

AMENDMENTS ENTERED BY: _____

AMENDMENTS ENTERED DATE: _____

Created Date: 7/23/2020 By: Cathy Keck

Amendment #: 7

COUNCIL APPROVAL DATE:

CITY OF JACKSON
FY21 Budget Amendment
BUDGET ORDINANCE/AMENDMENTS

Amendment #:

8

MAYOR APPROVAL DATE:

COUNCIL APPROVAL DATE:

Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CAPITAL BUDGET REVISIONS #1				
Misc Revenue	315-37400	-	84,783.00	84,783.00
Transfer From Fund Balance	315-37900	-	34,015.00	34,015.00
TOTAL REVENUE		-	118,798.00	118,798.00
EXPENDITURE				
Account/Description		APPROVED FY21 BUDGET	BUDGET AMENDMENT	TOTAL AMENDED FY21 BUDGET
CAPITAL BUDGET REVISIONS #1				
Police Administration	315-42100-900	-	6,130.00	6,130.00
Police Patrol	315-42110-900	-	64,650.00	64,650.00
Police Gang	315-42123-900	-	4,868.00	4,868.00
Police SWAT/Bomb	315-42185-900	-	46,750.00	46,750.00
Police K-9	315-42130-900	-	12,400.00	12,400.00
Street Maintenance	315-43190-900	156,615.00	(16,000.00)	140,615.00
TOTAL EXPENDITURE		156,615.00	118,798.00	275,413.00

Revise Capital budget to allow purchase of Police Vests, BodyCams, and Computer Server. \$84,783 will be supplemented with Public Equity Partners Dividend receipted funds. \$16,000 of expense will be offset by Street Maintenance pothole equipment savings.

NOTES

AMENDMENTS ENTERED BY:

AMENDMENTS ENTERED DATE:

Created Date:

7/24/2020 By:

Cathy Keck

**AN ORDINANCE TO AMEND THE ANIMAL CONTROL ORDINANCE FOR THE
CITY OF JACKSON, TENNESSEE**

SECTION 1. Be it ordained by that the Council of the City of Jackson, Tennessee amend the text of the official Animal Control Ordinance, Title 10, Chapter 1 by amending Section 10.101 Definitions, adding Sections 10.105 through 10.111 to the existing Animal Control ordinance as indicated by the struck and underlined sections below:

TITLE 10

ANIMAL CONTROL

CHAPTER

1. IN GENERAL.
2. LIVESTOCK AND OTHER FARM ANIMALS.
3. VICIOUS DOGS.

CHAPTER 1

IN GENERAL

SECTION

- 10-101. Definitions
- 10-102. Running at large prohibited
- 10-103. Noise prohibited
- 10-104. Cruelty to animals
- 10-105. Unaltered animals
- 10-106. Proof of Compliance
- 10.107. Enforcement
- 10.108. Use of fees collected

10-101. Definitions. Whenever in this title the following terms are used, they shall have the meanings respectively ascribed to them in this section.

- (1) "Animals and fowls" as specifically named by whatever name they might be called, and includes every age and sex of each of the herein named species of animals and fowls.
- (2) "Approval" means approval by the health officer pursuant to power granted to him in this chapter.
- (3) "Health officer" is the director of ~~Health & Sanitation of the city~~ The Jackson Animal Care Center.
- (4) "Keeper" refers to any person owning, keeping, having, using or maintaining any of the animals or fowls herein referred to.
- (5) "Rodent-proof" is a state or condition not conducive to entry, feeding or harboring of rodents.
- (6) "Sanitary" means a condition of good order and cleanliness which precludes the probability of disease transmission. (1972 Code, § -11)
- (7) "Owner" means
 - (a) any person, partnership, or corporation owning an animal;
 - (b) any person in charge of maintaining an animal; or
 - (c) any person who feeds, shelters, or harbors an animal or permits it to remain on such person's property; or

~~(3) Dogs documented as having been appropriately trained and actually being used by search and rescue agencies for search and rescue activities, or such dogs designated as breeding stock by an appropriate agency or organization approved by the Director of the Jackson Animal Care Center.~~

~~(4) Dogs or cats certified by a licensed veterinarian as having a health reason for not being spayed or neutered.~~

~~(5) Dogs which are appropriately trained and actually being used for herding of other animals, or as livestock guardian dogs, hunting dogs, or such dogs designated as breeding stock by an appropriate agency or organization and approved by the Director of the Jackson Animal Care Center.~~

~~(6) Dogs or cats boarded in a licensed kennel or business, which boards such animals for professional training or resale.~~

~~(7) Dogs or cats which are registered with the American Kennel Club, the Cat Fancier Association, United Kennel Club, American Dog Breeders Association, or other recognized registry or trained and kept for the purpose of show, field trials, or agility trials.~~

~~(8) Dogs or cats harbored by a public shelter, rescue organization whether public or private, the principal purpose of which is securing the adoption of dogs or cats, provided that such organization requires the spaying or neutering of all animals placed for adoption by such organization.~~

~~(9) Dogs or cats who owner has obtained an annual unaltered animal permit issued by the City of Jackson.~~

A dog or cat governed by this section shall be spayed or neutered by its owner or, if eligible, the owner shall obtain an unaltered animal permit within 30 days of the cats becoming 6 months of age and dog becoming 6 months of age. In the case of the owner whom acquired a cat after 6 months or dog after 6 months of age, a permit is required within 30 days of acquisition. An unaltered permit holder should notify the City of Jackson in writing of any change in ownership within 30 days of change.

~~10-106. Proof of Compliance. Proof of compliance may include but not limited to:~~

~~(1) A uniform mark or symbol at the spay incision site such as one that is in conformance with the American Veterinarian Medical Association (AVMA) standards~~

~~(2) A written statement from a veterinarian, which identifies the animal and explains why the animal is exempt;~~

~~(3) A current rabies certificate, which identifies the animal and states that it has been spayed or neutered;~~

~~(4) A visual inspection and determination by the enforcement officer that the animal has been altered.~~

~~10-107. Enforcement.~~

~~(1) The provisions of this section shall be enforceable by any law enforcement, animal control, or code enforcement officer within their jurisdiction.~~

~~(2) This section is enforceable by all means provided by law. The maximum fine is \$50 per day per violation. Additionally, the City may choose to enforce this section by seeking injunctive relief in the Environmental Court. In addition to the enforcement procedures provided herein, this section may be enforced by any other means provided by law, by actions at law and in equity and if the City prevails in such action, the City shall be entitled to its costs and reasonable attorney's fees incurred in such action.~~

~~10-108 Use of Fees Collected; One half of the funds collected from these fees will be used by the Health and Sanitation Department to help with funding the cost of the Animal Control Officers. One half of the funds will be utilized for a low cost spay and neuter program, that is operated by an agency designated by the Internal Revenue Service as a 501 (c) (3) non-profit organization. The contracting non-profit agency will be required to provide an annual report to the City accounting for use of the funds.~~

SECTION 2. That this ordinance becomes effective _____, the public welfare requiring it.

MAYOR

INTRODUCED: _____

ADOPTED: _____



PURCHASING DEPARTMENT

SUMMARY OF BIDS

ITEM: Occupational health Services

NAME	COST
Jackson Madison County General Health District	\$101,348.00
Jackson Madison County Health Department Bid only for the Hep B and flu vaccines. They Cannot give the flu vaccines this year. Their Bid came in late	
Recommend award to JMCGH District	



PURCHASING DEPARTMENT

SPECIFICATIONS

Request for Proposals Occupational Health Services City of Jackson, TN

The City of Jackson is requesting proposals from qualified healthcare providers for certain occupational health services for City of Jackson employees.

Overview of Services Requested:

Employment related services

- Post Offer Employment Physicals: including completion of exam report.
- For Firefighters- cancer screenings per Barry Brady Act
- Hepatitis B Vaccine Series: Offered to new hire police officers, firefighters, grounds keeping crew, and janitorial staff that have not previously completed the Hepatitis B Series.
- Other: Random urine drug screens for Police, Fire Personnel, and CDL drivers; post-accident or injury drug screen- required for any City employee after MVA or injury
- OSHA Respiratory Clearance annually for some Police and all Fire, including clearance letter
- Hazmat physicals
- Annual Flu Vaccine
- Reporting: Be able to provide monthly reports to track utilization and services provided.

Please list price per service in amount column and any comments you wish. If service cannot be provided, please note as "unable to provide".

Service	Approx # per year	Fee per Service	Fee times approx number per year
Urine Drug Screen	400	\$ 30.00	\$ 12,000.00
Post Offer employment physical (regular)	15	\$ 171.00	\$ 2,565.00
Post Offer employment physical (police)	25	\$ 217.00	\$ 5,425.00
Post offer employment firefighter	10	\$ 265.00	\$ 2,650.00
Hep B Vaccines	10	\$ 348.00	\$ 3,480.00
Hep B titer	0	\$ 10.00	-
HazMat Physical	40	\$ 331.50	\$ 13,260.00
Bomb Physical	5	\$ 281.50	\$ 1,407.50
Meth Physical	16	\$ 265.50	\$ 4,248.00
OSHA Respiratory Questionnaire Review	185	\$ 30.00	\$ 5,550.00
OSHA Respiratory Follow-up Exam	50	\$ 47.00	\$ 2,350.00
Barry Brady Act Annual Office Visit	175	\$ 206.50	\$ 36,137.50
Annual Flu Vaccine	200	\$ 25.00	\$ 5,000.00
OJI Visits	75	\$ 97.00	\$ 7,275.00
Total			\$ 101,348.00

OSHA pricing for those not participating in Barry Brady Act:

\$30.00 for OSHA questionnaire review & clearance Letter if NO PFT required

\$77.00 for OSHA questionnaire review, clearance letter and PFT

This year's totals are 3 @ \$77.00=

\$231.00

2 @ \$30.00=

\$60.00

Total fee per service: \$ \$101,348

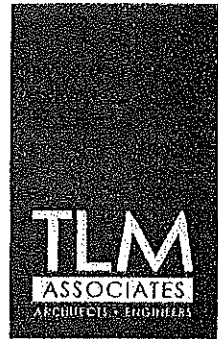
Total fee per approximate total per year: \$ \$101,348

Comments on any item:

OJI visits and follow-ups are all priced at a level 3 for bid purposes (OJI visits and follow-ups visits can range into level 2-4 depending on severity of care provided). The bid reflected for the Quadrivalent influenza vaccine assumes the standard vaccination dosage. Employees who are age 65 or older require a higher-dose vaccine which is priced at \$58.00.

For those not participating in the Barry Brady Act, OSHA pricing will be \$30.00 for OSHA questionnaire reviews and clearance letters which do not require pulmonary function testing (\$60.00 approximate annual cost) and \$77.00 for OSHA questionnaire reviews and clearance letters which require pulmonary function testing (\$231.00 approximate annual cost).

The overall price for the bid will increase 3% each contract anniversary.



August 24, 2020

City of Jackson
115 East Main Street
Jackson, TN 38301

Attn: Susan White, Director of Purchasing

Re: Recommendation to Award
SR 223 Industrial Park Site Clearing
TLM Project No. J-6260A

Dear: Ms. White

The bids received on August 24, 2020 for the above-referenced project are listed below in ascending order.

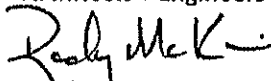
<u>Contractor</u>	<u>Base Bid</u>
D.C. Construction & Trucking, Inc.	\$179,000.00
ENSCOR, LLC	\$205,000.00
Johnson & Johnson Contracting, LLC	\$219,500.00
Watlington Brothers, Inc.	\$374,000.00
MSB Construction LLC	\$380,000.00

Based upon the bids and information received, D.C. Construction & Trucking, Inc. is the lowest responsible and responsive bidder. It is our recommendation that the bid contract for this project be awarded to D.C. Construction & Trucking, Inc.; 1362 N. Washington, PO Box 302, Brownsville, TN 38012 in the amount of One Hundred Seventy Nine Thousand and Zero Cents (\$179,000.00), contingent upon review by Department of Economic and Community Development.

Please contact me with any questions regarding this matter.

Sincerely,

TLM ASSOCIATES, INC.
Architects + Engineers


Randy McKinnon, P.E.
President

BID TABULATION

For
SR 223 Site Clearing Project
TLM Project No.: J-6260A
Monday, August 24, 2020

BIDDER	BID BOND	ADDENDA ACKNOWLEDGED	BASE BID
D.C. Construction & Trucking, Inc. David Coulston PO Box 302 Brownsville, TN 38012	*	*	\$179,000.00
ENSCOR, LLC Charlie McGee 5566 Commander Drive Arlington, TN 38002	*	*	\$205,000.00
Johnson & Johnson Contracting, LLC Kim & Bubba Johnson 1772 Hollywood Drive Jackson, TN 38305	*	*	\$219,500.00
Watlington Brothers, Inc. Jeff Watlington PO Box 2365 Jackson, TN 38302	*	*	\$374,000.00
MSB Construction LLC Mike Davis 46 Malone Rd. Jackson, TN 38305	*	*	\$380,000.00

I hereby certify that the above information is true
and correct to the best of my knowledge,





ATTENDANCE LIST

Bid Opening

Monday, August 24, 2020 at 10:30 am

SR 223 Site Clearing Project

115 East Main Street, Jackson, TN 38301

TLM Project Number J-6260A

NAME	REPRESENTING	PHONE NUMBER	E-MAIL
Rodney Nelson	M.S.B. Construction	731-664-7977	rnelson@msbjackson.com
Angela Baggett	D.C. Construction, Inc.	731-724-4190	dconstr@bellsouth.net
Kim Johnson	Johnson & Johnson	731-664-1477	jsandargravel@leymos.com
Suzanne White	COY		
Charlie McGee	ENSCOR, LLC.	901-512-7861	charlie@enscor.net
Casey Smith	SWTDD	731-668-6412	csmith@swtdd.org
Zaney McKee	TLM Associates	988 9840	z.mckee@TLM-NE.com
Wendy Braxton-Rhyne	City of Jackson	425-8217	wrhynes@jackson.tn.gov

[illegible]

Town & Country REALTORS®

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1 **BROKER (listing company):** Town and Country
2 **ADDRESS OF COMPANY:** 1944 Hwy 45 Bypass Jackson TN 38305
3 **OWNER/SELLER ("Seller" or "Client"):** _____
4 **ADDRESS OF OWNER/SELLER:** _____

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the
7 hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS/LEGAL DESCRIPTION:** _____ (Address)
9 _____ (City), Tennessee, _____ (Zip), as recorded in
10 _____ County Register of Deeds Office, _____ deed book(s),
11 _____
12 page(s), and/or _____ instrument number, and further described as:
13 _____

14 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
15 the "Property".

16 **A. Included** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently
17 attached plate-glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and
18 windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall
19 carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors
20 and attached screens; all security system components and controls; garage door opener and all (at least _____) remote
21 controls; an entry key and/or master code for digital locks; swimming pool and its equipment; awnings; permanently
22 installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and
23 backboards; TV mounting brackets (inclusive of wall mount and TV brackets but excluding flat screen TVs); antennae
24 and satellite dishes (excluding components); and central vacuum systems and attachments.

25 **B. Other items** that remain with the Property at no additional cost to Buyer:
26 _____
27 _____

28 **C. Items** that will NOT remain with the Property:
29 _____
30 _____

31 **D. Leased Items:** Leased items that remain with the Property are (e.g. security systems, water softener systems, etc.):
32 _____
33 _____

34 If leases are not assumable, it will be Seller's responsibility to pay balance.

35 **2. THE LISTING PRICE:** \$ _____ (_____ Dollars)

36 **3. TERM: LISTING DATE:** _____ **LISTING EXPIRATION DATE:** _____
37 If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof shall continue until
38 final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

39 **Carry-Over Clause.** Should the Seller contract to sell or exchange, or contract to lease the Property within _____
40 days after the expiration of this Agreement to any Buyer/Tenant (or anyone acting on Buyer's/Tenant's behalf) who has
41 been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the
42 compensation as set forth below. This includes but is not limited to any introduction or exposure to Property by

advertisements or postings appearing in any medium which originated as a result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another licensed real estate broker at the time of such contract.

4. **POSSESSION OF PROPERTY to be delivered:** _____

5. **TERMS of sale acceptable to Seller (such as FHA, VA, Conventional, etc.):** _____

6. **COMPENSATION:**

A total of \$ _____, or _____ % compensation based on the total sales price which shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of warranty deed and payment of purchase price which includes, but is not limited to, payment of purchase price in full, execution of a 1031 exchange, execution of a deed of trust, or execution of a promissory note (the "Closing"). In any exchange of the Property, Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

In the event that the Property is leased under the terms of this Agreement, Seller agrees to pay a total of \$ _____, or _____ % compensation based upon the monthly rental amount which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under the terms of said lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease. This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described herein, Seller agrees to pay Broker at the time of Closing any remaining compensation based upon future rental payments and/or any compensation that may be due under the terms of this Listing Agreement.

In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. The compensation payable for the sale of Property is not set in any manner other than between Broker and Seller. Property is offered without regard to race, creed, color, religion, sex, handicap, familial status or national origin. A request from Seller to observe discriminatory requirements in the sale or lease of the Property will not be granted since it is a violation of the law.

In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the Purchase and Sale Agreement or lease agreement. In the event this occurs, Seller agrees to compensate Broker in an amount equal to the compensation which would have been due and owing Broker had the transaction closed or the lease been fulfilled. Such compensation will be payable without demand. Should the Broker consent to release the Listing prior to the expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to market Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may be due to Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

7. **RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities. Broker shall provide timely notice to MLS of status changes, shall use best efforts to produce a Buyer, and may divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property. Broker shall offer a cooperative compensation to any agent who is a member participant of any MLS(es) in which Property is listed in the amount of _____ % of Selling Price/monthly rental amount or \$ _____ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a member participant of the MLS(es) in which the Property is listed. In the event that Broker elects to offer a cooperating compensation to an agent who is not a member participant in the MLS(es) in which the Property is listed, it will be in the amount of _____ % of Selling Price/monthly rental amount or \$ _____ to a Selling Agent or

This form is copyrighted and may only be used in real estate transactions in which Julie Holt is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at 615- 321-1477.

Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. In this event, Broker shall notify Seller in writing that a cooperative compensation is being offered to that nonmember participant agent. Seller will assist Broker in any reasonable way in selling Property and will refer to Broker all inquiries regarding this Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final sales information to the MLS for the purpose of compiling comparable sales data reports.

Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to disseminate the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form and the Multiple Listing Profile Sheet as well as the Lead-Based Paint Disclosure form (if required by law and if such information is not otherwise disseminated); to exhibit said Property to any prospective Buyer; and to have interior/exterior photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media; and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker.

Seller agrees that Broker is authorized to receive on behalf of Seller all notices, offers, and other documents incidental to the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information to Seller. In response to inquiries from Buyers or cooperating brokers, Broker will follow Seller's lawful instructions on the disclosure of the existence of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice I-15)

8. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.

Seller is hereby notified to consult with his/her own closing attorney and tax professional concerning the applicability of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one of the following:

Non United States citizen;

Non resident alien; or

Foreign corporation, partnership, trust, or estate

It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.

9. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.

Seller agrees to carefully review the information on the Multiple Listing Profile Sheet and to complete either the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form and to sign said documents. Seller also agrees to complete the Lead-Based Paint Disclosure if required by law and said information has not otherwise been disclosed in writing. Seller has not advised Broker and/or his affiliated Licensees (hereinafter "Agents") of any defects in the Property or the improvements located thereon, except as shall be noted on the Multiple Listing Profile Sheet and the Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form signed by the Seller. Seller is not aware of any other defect or environmental factor which would affect the value of or structural integrity of improvements on the Property or the health of future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing data wherein Seller has supplied such information on the attached Multiple Listing Profile Sheet, Tennessee Residential Property Condition Disclosure, Disclaimer, Exemption, or Tennessee Residential Property Disclosure form; the Lead-Based Paint Disclosure (if required by law). Seller further agrees to hold Agents and firm harmless and indemnify them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or misrepresentation by Seller on said forms and/or for any material fact that is known or should be known by Seller concerning the Property and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's fee for Agents and firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn. Code Ann § 62-13-102) concerning the Property.

Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.

Seller authorizes Broker and/or his affiliated Licensees to conduct showings or "Open Houses" of the Property. Seller additionally authorizes Broker and/or his affiliated Licensees and any duly authorized key holder key entry access to the

Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, Open Houses or other authorized entry thereof.

Seller acknowledges and agrees that Broker:

- A. May show other properties to prospective buyers who are interested in Seller's Property;
- B. Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic, or community amenities; conditions existing off the Property that may affect the Property; uses and zoning of Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; proposed or pending condemnation actions involving the Property; the appraised or future value of the Property; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; or matters relating to financing, etc. Seller acknowledges that Broker is not an expert with respect to the above matters and is hereby advised to seek independent expert advice on any of these matters which are of concern to Seller;
- C. Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules; and
- D. May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

10. EXPERT ASSISTANCE

While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an expert in the matters of law, square footage, acreage, home inspections, geological issues, wood destroying organisms, taxation, financing, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker's advice to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained by Client.

11. AGENCY

A. Definitions.

1. **Broker.** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and where the context would indicate, the Broker's affiliated licensees.
2. **Designated Agent for the Seller.** The individual licensee that has been assigned by his/her Managing Broker and is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a possible Buyer for this Seller's Property, the Designated Agent for the Seller will continue to work as an advocate for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.
3. **Facilitator/Transaction Broker (not an agent for either party).** The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any Licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.
5. **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.
6. **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the

consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee discloses that he/she has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the licensee to that other party.

B. Duties owed to all Parties to a Transaction.

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers") unless otherwise provided by law:

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge.
3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for information which the party has authorized for disclosure or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction.
4. To provide services to each party to the transaction with honesty and good faith.
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party.
6. To timely account for earnest money deposits and all other property received from any party to a transaction and
7. A. To refrain from engaging in self-dealing or acting on behalf of licensee's immediate family, or on behalf of any other individual, organization or business entity in which licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction, and
B. To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the licensee has an interest or from whom the licensee may receive a referral fee or other compensation for the referral, other than referrals to other licensees to provide real estate services, without timely disclosure to the party who receives the referral, the licensee's interest in such referral or the fact that a referral fee may be received.

C. Duties owed to Client.

In addition to the above, the licensee has the following duties to his/her Client if the licensee has become an Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the licensee and licensee's client;
2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate licensee's duties to a customer in the transaction; and
3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist the client by:
 - A. Scheduling all Property showings on behalf of the client;
 - B. Receiving all offers and counter offers and forwarding them promptly to the client;
 - C. Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the licensee's expertise; and
 - D. Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the duties contained in section 11.C.3., a consumer must be advised in writing by such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

D. Seller's Authorizations.

1. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. A Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if a Designated

Julie Holt

is involved as a TAR authorized user.

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RF101 – Exclusive Right to Sell Listing Agreement (Designated Agency), Page 5 of 7

Version 01/01/2020

InstantFORMS™

Agent for the Buyer (other than the licensee below) is also associated with Broker. The Managing Broker hereby appoints Julie Holt to be the Designated Agent to the Seller in this transaction.

2. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.
3. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the Buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and will not be an advocate for either the Seller or any prospective buyers.
4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is closed or the transaction or contemplated transaction between these parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the agent will immediately revert to Designated Agency status for the Seller again.

12. **EARNEST MONEY/TRUST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money/trust money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.

13. **TITLE.** Seller warrants he is vested with good marketable title to the Property with full authority to execute this Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

14. **HOME PROTECTION PLAN.**

☐ Seller agrees to provide a limited Home Protection Plan at a cost of \$_____ to be funded at closing.

Plan company: _____

OR

☐ Home Protection waived.

15. **OTHER PROVISIONS.**

A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. **Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property.

D. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

E. **Fair Housing.** Broker and his affiliated Licensees shall provide services without regard to race, color, creed, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

16. **LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS

PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

17. **CONFIDENTIALITY.** Information which Seller authorizes Broker and his affiliated Licensees to disclose which might otherwise be confidential:

18. **EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

19. **SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall control:

NOTE: Any provisions of this Agreement which are preceded by a "□" must be marked if a part of this Agreement.

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker

_____ at _____ o'clock □ am/ □ pm
Date

Print/Type Name

Town and Country
BROKER/FIRM

1944 Hwy 45 Bypass
Address Jackson TN 38305

Phone: 731-668-7000
Email: julieholt@tcrjackson.com

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER/OWNER

Print/Type Name

_____ at _____ o'clock □ am/ □ pm
Date

Address

Phone: _____ (H) _____ (Cell)
_____ (W) Email: _____

SELLER/OWNER

Print/Type Name

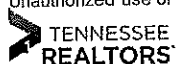
_____ at _____ o'clock □ am/ □ pm
Date

Address

Phone: _____ (H) _____ (Cell)
_____ (W) Email: _____

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Version 01/01/2020

InstantForms

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TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: _____

2 Buyer: _____

3 Seller: _____

4 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units
5 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential
6 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may
7 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'
8 rights and obligations under the Act. A complete copy of the Act may be found at: <http://www.tn.gov/regboards/trec/law.shtml>.
9 (See Tenn. Code Ann. § 66-5-201, et seq.)

- 10 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to
11 the best of the seller's knowledge as of the Disclosure date.
- 12 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 13 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
14 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 15 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
16 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code
17 Ann. § 66-5-204).
- 18 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 19 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
20 agreed to in the purchase contract.
- 21 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 22 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
23 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
24 had no effect on the physical structure of the property.
- 25 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only
26 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
27 (See Tenn. Code Ann. § 66-5-202).
- 28 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,
29 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the
30 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 31 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
32 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the
33 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 34 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is
35 not required to repair any such items.
- 36 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
37 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 38 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer
39 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 40 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees
41 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 42 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
43 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
44 disposal system permit.

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17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.

The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition Exemption. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any legal questions they may have regarding this information or prior to taking any legal actions.

The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers may wish to obtain.

Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified below and/or the obligation of the buyer to accept such items "as is."

The undersigned Seller of the property described as _____ does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209 for the following reason(s):

- ☐ This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- ☐ This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired the real property by a deed in lieu of foreclosure.
- ☐ This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- ☐ This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- ☐ This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- ☐ This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- ☐ This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity of one (1) or more of the transferors.
- ☐ This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- ☐ This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- ☐ This is a transfer of any property sold at public auction.
- ☐ This is a transfer of any property where the owner has not resided on the property at any time within three (3) years prior to the date of transfer.
- ☐ This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu of foreclosure or by a quitclaim deed.

Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.

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98 Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and
99 upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

100 **CHECK ALL THAT APPLY:**

101	YES	NO	UNKNOWN	
102	☐	☐	☐	1. Seller knows of the presence of an exterior injection well on the Property.
103	☐	☐	☐	2. Seller knows that a single family residence located on Property has been moved from an existing foundation to another foundation.
104				
105	☐	☐	☐	3. Seller knows of a percolation test(s) that has been performed on the Property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of test(s) are attached.
106				
107				
108	☐	☐	☐	4. Seller knows of soil absorption rate(s) that has been performed on the property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of rate(s) are attached.
109				
110				
111	☐	☐	☐	5. Seller knows of a sinkhole(s) present on the Property. A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the Property's recorded plat map."
112				
113				
114				
115				
116	☐	☐		6. This Property is located in a Planned Unit Development. Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Upon request, Seller shall provide to buyers copies of the development's restrictive covenants, homeowner bylaws and master deed. Unknown is not an appropriate response under the statute.
117				
118				
119				
120				
121				
122				
123				
124				
125	☐	☐		7. A permit for a subsurface sewage disposal system for the Property was issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409. If yes, Buyer may have a future obligation to connect to the public sewer system.
126				
127				

128 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its
129 improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder
130 offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore,
131 the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

132 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
133 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
134 the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

135 The party(ies) below have signed and acknowledge receipt of a copy.

136	_____	_____
137	SELLER	SELLER
138	_____ at _____ o'clock ☐ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
139	Date	Date

140 The party(ies) below have signed and acknowledge receipt of a copy.

141	_____	_____
142	BUYER	BUYER
143	_____ at _____ o'clock ☐ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
144	Date	Date

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CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

PROPERTY ADDRESS

SELLER NAME: _____

LICENSEE NAME: Julie Holt

in this consumer's current or prospective transaction is serving as:

- ☐ Transaction Broker or Facilitator.
(not an agent for either party).
- ☐ Seller is Unrepresented.
- ☐ Agent for the Seller.
- ☐ Designated Agent for the Seller.
- ☐ Disclosed Dual Agent (for both parties),
with the consent of both the Buyer and the Seller
in this transaction.

BUYER NAME: _____

LICENSEE NAME: _____

in this consumer's current or prospective transaction is serving as:

- ☐ Transaction Broker or Facilitator.
(not an agent for either party).
- ☐ Buyer is Unrepresented.
- ☐ Agent for the Buyer.
- ☐ Designated Agent for the Buyer.
- ☐ Disclosed Dual Agent (for both parties),
with the consent of both the Buyer and the Seller
in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Listing Licensee Julie Holt _____ Date _____

Selling Licensee _____ Date _____

Town and Country

Listing Company

Selling Company

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DISCLAIMER NOTICE

The Brokers and their affiliated licensees (hereinafter collectively "Licensees") are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.

2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.

3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**

4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.

5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.

6. **SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes gathered from tax or real estate records on the property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.

7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even

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a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.
NOTE: A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.

8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.

9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES. Zoning, codes, covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.

10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES. The availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified by the appropriate sources in writing (including but not limited to fire protection). You should have a professional check access and/or connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained in the file for the property maintained by the appropriate governmental permitting authority. If the file for this property cannot be located or you do not understand the information contained in the file, you should seek professional advice regarding this matter. For unimproved land, septic system capability can only be determined by using the services of a professional soil scientist and verifying with the appropriate governmental authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.

11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS. It is recommended that you have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.

12. CONDEMNATION. It is recommended that you investigate whether there are any pending or proposed condemnation proceedings or similar matters concerning any portion of the property with the State, County and city/town governments in which the property is located. Condemnation proceedings could result in all or a portion of the property being taken by the government with compensation being paid to the landowner.

13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION. It is advised that you independently confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate sources in writing.

14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS. You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.

15. LEGAL AND TAX ADVICE. You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

91 **16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any
92 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a
93 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
94 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are
95 advised to contact several sources and independently investigate the competency of any inspector, contractor,
96 or other professional expert, service provider or vendor and to determine compliance with any licensing,
97 registration, insurance and bonding requirements in your area.

98 The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, or verbal
99 representations of any real estate licensee relative to any of the matters itemized above or similar matters.
100 The Buyer/Seller understands that it has been strongly recommended that they secure the services of
101 appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and
102 counsel about these and similar concerns.

103 The party(ies) below have signed and acknowledge receipt of a copy.

104 105 106 107	_____ CLIENT/CUSTOMER _____ at _____ o'clock ☐ am/ ☐ pm Date	_____ CLIENT/CUSTOMER _____ at _____ o'clock ☐ am/ ☐ pm Date
--------------------------	---	---

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

Town & Country REALTORS® WIRE FRAUD WARNING

Criminals use many methods to steal our money, even when we are buying or selling a home – particularly involving wire fund transfers. Scammers typically will send an email that APPEARS to be from your agent, broker, lender, or the closing attorney/ closing agency. Be on the lookout for:

- Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites, phony fax numbers, texts, calls or social media messages from scammers.
- Any communication requesting information or directing you to a fake website, a criminal's email address or a criminal's bank account.

In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing attorney/closing agency.

NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.

Initials Initials

Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or your lender. If the instructions are sent by email they should be in a secured manner. **DO NOT TRANSFER FUNDS UNTIL** you have verified the authenticity of the wiring instructions by at least one other independent means, including but not limited to the following:

- Call the phone number you used on all your prior calls (if the number came from a personally recognized or known source), or
- Call the closing attorney/ closing agency or lender after verifying their phone number from a known third party source, such as the entity's official website and/or public directory assistance (do not take the phone number directly from the wiring instruction form you received), or
- Make a personal visit to their office at the address you previously met with them.

If you send wiring instructions by email or any electronic means to anyone at your bank or other financial institution in preparation for closing, **DO NOT TRANSFER ANY FUNDS** until after you verify that the correct instructions were received by a known representative at your financial institution. Also, it is important to confirm with the financial institution that the **WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED WITHOUT YOUR PRIOR CONSENT**. Any wiring instructions sent should be sent in a secured manner.

Be especially aware of any request to change any of the original wiring/money transfer information, change in the person you have been working with on the transaction, or a subtle difference in their behavior, speech, or grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys, title companies and lenders rarely if ever change, so any request to change this information should be handled with caution.

If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails, text messages, faxes, social media messages, emails from a fake address, a change in contact person at your bank or mortgage company, or changes to wire transfer or financing institutions:

- **IMMEDIATELY** call your bank and/or mortgage company at the phone number you used in all prior calls.
- Then, call your agent at the phone number you used in all prior calls.

Buyer or Seller Date

Buyer or Seller Date

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This form is copyrighted and may only be used in real estate transactions in which _____ is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at 615- 321-1477.

(1) Class

Town & Country INC., REALTORS®

MLS#

RE

Residential Input Form

To enter this listing into the MLS from your office, select LISTING, RESIDENTIAL

****ALL FIELDS MARKED WITH AN ASTERISK (*) MUST BE FILLED IN****

SECTION 1: STANDARD (Select One Only)

*TYPE

- ☐ Auction
☐ Single Family
☐ Update

*SUBTYPE

- ☐ Condo ☐ Townhome/Patio Home ☐ Internet
☐ Mobile ☐ None
☐ Modular ☐ Live

*STATUS

- ☐ Active ☐ Sold Non-MLS
☐ Sold Before Listed ☐ Sold After Expired
☐ Sold After Withdrawn

*SALE/RENT

- ☐ For Sale
☐ Rent

*IDX INCLUDE

- ☐ Yes
☐ No
☐ Yes—without address

*COUNTY/MAJOR AREA: _____

*AREA: _____

*PRICE: _____

*ADDRESS: _____

*CITY: _____ *ZIP: _____

ONE OPTION **MUST** BE SELECTED UNDER THE FOLLOWING KEYWORDS:

SECTION 2: GENERAL INFORMATION

*Master Bedroom Level

- ☐ Upper
☐ Main
☐ Lower
☐ Other

*City Limits

- ☐ Yes
☐ No

*# of Stories

- ☐ 1 ☐ 1 ½
☐ 2 ☐ 2 ½
☐ 3 ☐ 3 ½
☐ 4+ ☐ Other

*Water View

- ☐ Yes
☐ No
☐ Yes—River
☐ Yes—Stream

*Waterfront

- ☐ Yes
☐ No
☐ Yes—River
☐ Yes—Stream

*On Golf Course

- ☐ Yes
☐ No

*New Construction

- ☐ Yes
☐ No

*In-Law Quarters

- ☐ Yes
☐ No

*# of Bedrooms: _____

*# of Bathrooms: _____

*# of Half Baths: _____

*Builder: _____

*Car Storage: _____

Resort ☐ Yes ☐ No

of Acres: _____

Legal Sellers Name: _____

*Listing Agent Name: Julie Holt Cell: _____ Email: julieholt@tcrcjackson.com

List Team: _____

Listing Agent 2 Name: _____ Cell: _____ Email: _____

*Compensation Offered: _____ *Dual/Variable Rate: ☐ Yes ☐ No

Listing Type: ☐ Exclusive Agency ☐ Exclusive Right Owner/Agent: ☐ Yes ☐ No

*Listing Date: _____ *Expiration Date: _____

*Age: _____ *Year Built: _____

*Subdivision: _____

*Gated Community: ☐ Yes ☐ No Zoned Historical: ☐ Yes ☐ No

*Lot Size: _____ *Map #: _____

Deed: _____ Page #: _____

Group: _____ *Parcel #: _____

*Approx. Heated Sqft: _____ Heated Sqft Source: ☐ Agent Measuring ☐ Other ☐ Owner Supplied
☐ Prior Appraisal ☐ Tax Record ☐ Professional Measured

*Approx. Unheated Sqft: _____

*Air Units: _____ *Water Heater Units: _____ Age of Roof: _____

Age of HVAC: _____ *Assoc. Fee: _____

***NOTE:** For "LEVEL" indicate the location of the room. (U)pper, (M)ain, (L)ower, (B)asement, (O)ther and (N)one

Room	Dimensions	Level	Room	Dimensions	Level
*Master Bedroom	_____	_____	Den	_____	_____
Bedroom 2	_____	_____	*Kitchen	_____	_____
Bedroom 3	_____	_____	Breakfast Room	_____	_____
Bedroom 4	_____	_____	Sun Room	_____	_____
Bedroom 5	_____	_____	Laundry Room	_____	_____
Bedroom 6	_____	_____	Extra Room 1	_____	_____
Rec. Room	_____	_____	Extra Room 2	_____	_____
Foyer	_____	_____	Extra Room 3	_____	_____
Living Room	_____	_____	Extra Room 4	_____	_____
Office	_____	_____	Extra Room 5	_____	_____
Keeping Room	_____	_____	Extra Room 6	_____	_____
Bonus Room	_____	_____	Workshop	_____	_____
Media Room	_____	_____	Hearth Room	_____	_____
Formal Dining Room	_____	_____	Exercise Room	_____	_____
Great Room	_____	_____			

Cross Street: _____

***Directions: (1000 Characters)** _____

***Sentrilock Used** ☐ Yes ☐ No Sentrilock Serial #: _____
Virtual Tour ☐ Yes ☐ No

Lender Required Proof of Funds ☐ Yes ☐ No

FEATURES: See pages 3 & 4

FINANCAL:

Taxes—*City: _____ ***County:** _____ **Special School Tax:** _____

Financing Terms: _____

***Type of Sale:** ☐ Bank Owned Foreclosure ☐ Corporate Owned Relocation
☐ Normal Sale ☐ Short Sale
☐ Court Order (not Foreclosure)

AUCTION INFORMATION:

Auction Date: ____ / ____ / ____ **Auction Time:** _____

Auction Website: (100 Characters) _____

Auction Comment: (255 Characters) _____

Brochure Comments (1000 Characters): _____

Agent Only Remarks (1000 Characters): _____

Addendum (4000 Characters): _____

Syndication Remarks (512 Characters): _____

Appraisal SQFT: _____

A - ACCESS

- ☐ A1- Easement
- ☐ A2- Gravel - Private Road
- ☐ A3- Gravel - Public Road
- ☐ A4- Other
- ☐ A5- Paved - Private Road
- ☐ A6- Paved - Public Road

B - APPLIANCES

- ☐ B1- Bar Refrigerator
- ☐ B2- Central Vacuum
- ☐ B3- Dehumidifier
- ☐ B4- Dishwasher
- ☐ B5- Disposal
- ☐ B6- Dryer
- ☐ B7- Electronic Air Filter
- ☐ B8- Fire Sprinkler System
- ☐ B9- Freezer
- ☐ B10- Hot Water Disp.
- ☐ B11- Humidifier
- ☐ B12- Ice Maker
- ☐ B13- Intercom
- ☐ B14- Other
- ☐ B15- Refrigerator
- ☐ B16- Satellite System
- ☐ B17- Security System
- ☐ B18- Smoke/Fire Alarm
- ☐ B19- Sound System
- ☐ B20- Trash Compactor
- ☐ B21- Video Camera(s)
- ☐ B22- Washer
- ☐ B23- Water Filter System
- ☐ B24- Wine Cooler/Refrig.
- ☐ B25- Work Island
- ☐ B26- Double-Oven Range

C - ATTIC TYPE

- ☐ C1- Finished
- ☐ C2- Floored
- ☐ C3- Partially Finished
- ☐ C4- Partially Floored
- ☐ C5- Permanent Stairs
- ☐ C6- Pull Down Stairs
- ☐ C7- Walk In
- ☐ C8- Other

D - CEILINGS

- ☐ D1- Barreled
- ☐ D2- Blown/Textured
- ☐ D3- Coffered
- ☐ D4- Height Below 8 Ft.
- ☐ D5- Height 8 Ft.
- ☐ D6- Height 9 Ft.
- ☐ D7- Height 10 Ft.
- ☐ D8- Height 11 Ft.
- ☐ D9- Height 12 Ft.
- ☐ D10- Height Over 12 Ft.
- ☐ D11- Knocked Down
- ☐ D12- Other
- ☐ D13- Smooth
- ☐ D14- Trayed
- ☐ D15- Vaulted

***E - CONSTRUCTION**

- ☐ E1- Aluminum Siding
- ☐ E2- Block Masonry
- ☐ E3- Brick
- ☐ E4- Brick and Other
- ☐ E5- EIFS
- ☐ E6- Frame
- ☐ E7- Log
- ☐ E8- Masonite Siding
- ☐ E9- Stone
- ☐ E10- Stucco
- ☐ E11- Vinyl Siding
- ☐ E12- Wood Siding
- ☐ E13- Other

F - COOLING SYSTEM

- ☐ F1- Cent. A/C-Electric
- ☐ F2- Cooling Towers
- ☐ F3- Humidity Control
- ☐ F4- No A/C
- ☐ F5- Other
- ☐ F6- Wall Unit
- ☐ F7- Water Source Cooling
- ☐ F8- Whole House Fan
- ☐ F9- Window Unit

G - COUNTER TYPES

- ☐ G1- Ceramic
- ☐ G2- Corian/Hymack/Equiv
- ☐ G3- Formica (Plastic)
- ☐ G4- Granite
- ☐ G5- Man Made Marble
- ☐ G6- Marble
- ☐ G7- Silestone
- ☐ G8- Solid Surface
- ☐ G9- Quartz
- ☐ G10- Zodiac
- ☐ G11- Other-See Remarks
- ☐ G12- Butcher Block
- ☐ G13- Concrete

H - DECKS/PATIOS/PORCHES

- ☐ H1- Back Porch-Open
- ☐ H2- Covered Back Porch
- ☐ H3- Covered Deck
- ☐ H4- Covered Front Porch
- ☐ H5- Covered Patio
- ☐ H6- Deck
- ☐ H7- Deck-Open
- ☐ H8- Front Porch-Open
- ☐ H9- None
- ☐ H10- Patio-Open
- ☐ H11- Screened Porch
- ☐ H12- Wrap Around Porch
- ☐ H13- Grilling Porch

I - EXTERNAL FEATURES

- ☐ I1- Basketball Goal
- ☐ I2- Barn
- ☐ I3- Creek/River
- ☐ I4- Dog Run
- ☐ I5- Garage Storage
- ☐ I6- Garden

I - EXTERNAL FEATURES CONT'D

- ☐ I7- Gazebo
- ☐ I8- Gutters
- ☐ I9- Mail Box
- ☐ I10- None
- ☐ I11- Playhouse
- ☐ I12- Pond/Lake
- ☐ I13- Sprinkler System-Yard
- ☐ I14- Storage Building
- ☐ I15- Storm Shelter
- ☐ I16- TV Satellite
- ☐ I17- Workshop

J - FENCED YARD

- ☐ J1- Aluminum
- ☐ J2- Brick
- ☐ J3- Electric Pet Fence
- ☐ J4- Fenced Yard
- ☐ J5- Vinyl
- ☐ J6- Wire
- ☐ J7- Wood
- ☐ J8- Wrought Iron

K - FIREPLACE

- ☐ K1- Gas Logs
- ☐ K2- Masonry
- ☐ K3- Pre-Fab Fireplace
- ☐ K4- Ventless Fan
- ☐ K5- Wood Insert

L - FLOORS

- ☐ L1- Carpet
- ☐ L2- Carpet/Hardwood
- ☐ L3- Carpet/Tile/Hardwood
- ☐ L4- Carpet/Vinyl
- ☐ L5- Carpet/Vinyl/Hardwood
- ☐ L6- Concrete
- ☐ L7- Hardwood
- ☐ L8- Marble
- ☐ L9- Other
- ☐ L10- Parquet
- ☐ L11- Porcelain Tile
- ☐ L12- Slate
- ☐ L13- Terrazzo
- ☐ L14- Tile/Ceramic
- ☐ L15- Tile/Quarry
- ☐ L16- Tile/Vinyl
- ☐ L17- Vinyl
- ☐ L18- Wood
- ☐ L19- Laminate Hardwood

M - FOUNDATION

- ☐ M1- Combination
- ☐ M2- Crawl Space
- ☐ M3- Finished
- ☐ M4- Full Basement
- ☐ M5- Other
- ☐ M6- Partial Basement
- ☐ M7- Slab
- ☐ M8- Slab/Crawl Space
- ☐ M9- Unfinished
- ☐ M10- Walkout Basement

N - GARAGE TYPE

- ☐ N1- Attached Carport
- ☐ N2- Attached Garage
- ☐ N3- Back Open
- ☐ N4- Detached Carport
- ☐ N5- Detached Garage
- ☐ N6- Front Open
- ☐ N7- None
- ☐ N8- Other/See Remarks
- ☐ N9- Separate Garage
- ☐ N10- Side Open

O - HANDICAP FEATURES

- ☐ O1- Bath-Grab Rails
- ☐ O2- Bath-Shower Access
- ☐ O3- Counters-Wheel Chair Acc.
- ☐ O4- Cupboards-Wheel Chair Acc.
- ☐ O5- Grab Rails
- ☐ O6- Other
- ☐ O7- Ramp for Outdoor Stairs
- ☐ O8- Roll In Shower
- ☐ O9- Wheel Chair Wide Doors

P - HEATING SYSTEM

- ☐ P1- Baseboard
- ☐ P2- Boiler
- ☐ P3- Electric Forced Air Cent.
- ☐ P4- Floor Furnace
- ☐ P5- Gas Forced Air Cent.
- ☐ P6- Heat Pump(s)
- ☐ P7- Other
- ☐ P8- Radiant Ceiling
- ☐ P9- Solar
- ☐ P10- Wall-Electric
- ☐ P11- Wall-Gas
- ☐ P12- Water Source Heat
- ☐ P13- Wood Stove

Q - INTERNAL FEATURES

- ☐ Q1- Bay Windows
- ☐ Q2- Cable TV
- ☐ Q3- Ceiling Fan(s)
- ☐ Q4- Electric Water Heater
- ☐ Q5- Garage Door Opener
- ☐ Q6- Natural Gas Water Heater
- ☐ Q7- Other
- ☐ Q8- Propane Water Heater
- ☐ Q9- Sauna
- ☐ Q10- Separate Shower
- ☐ Q11- Skylight(s)
- ☐ Q12- Smoke Detector
- ☐ Q13- Solar Water Heater
- ☐ Q14- Sprinkler
- ☐ Q15- Tankless Water Heater
- ☐ Q16- Walk-in Closet
- ☐ Q17- Washer/Dryer Connection
- ☐ Q18- Wet Bar
- ☐ Q19- Whirlpool
- ☐ Q20- Mother-In-Law Suite

R - KITCHEN FEATURES

- ☐ R1-- Appliance Closet
- ☐ R2-- Breakfast Bar
- ☐ R3-- Built-in Cabinet Pantry
- ☐ R4-- Eat-in Kitchen
- ☐ R5-- Eat-in Kit + Keeping Room
- ☐ R6-- Island
- ☐ R7-- Pantry
- ☐ R8-- Roll Out Cabinetry
- ☐ R9-- Separate Breakfast Area
- ☐ R10-- Spice Rack(s)
- ☐ R11-- Under Counter Light
- ☐ R12-- Wine Rack(s)

S - LOT TYPE

- ☐ S1-- Corner Lot
- ☐ S2-- Cove Lot
- ☐ S3-- Wooded Lot

T - POOL

- ☐ T1-- Above Ground
- ☐ T2-- Association
- ☐ T3-- Chlorine
- ☐ T4-- Concrete
- ☐ T5-- Fiberglass
- ☐ T6-- Gunnite
- ☐ T7-- Heated
- ☐ T8-- Hot Tub
- ☐ T9-- In-Ground
- ☐ T10-- Infinity
- ☐ T11-- None
- ☐ T12-- Salt Water
- ☐ T13-- Vinyl Liner
- ☐ T14-- Zero Edge

U - POSSESSION

- ☐ U1-- Other
- ☐ U2-- Possession at Close
- ☐ U3-- Possession Immediate
- ☐ U4-- Possession Negotiable
- ☐ U5-- See Remarks

V - PROPOSED FINANCING

- ☐ V1-- Assume--Non Qual.
- ☐ V2-- Assume--Qual.
- ☐ V3-- Conventional
- ☐ V4-- Exchange Financing
- ☐ V5-- FHA Financing
- ☐ V6-- FNMA Financing
- ☐ V7-- Owner Financed
- ☐ V8-- Small Business Assoc.
- ☐ V9-- State Bond
- ☐ V10-- VA Financing
- ☐ V11-- Wrap ARM Finance

W- RANGES/OVENS

- ☐ W1-- 1 Oven
- ☐ W2-- 2 Ovens
- ☐ W3-- Continuous Clean Oven
- ☐ W4-- Convection Oven
- ☐ W5-- Convection + Self Clean
- ☐ W6-- Double Oven Built In

W - RANGES/OVENS CONT'D

- ☐ W7-- Down Draft
- ☐ W8-- Exhaust Fan
- ☐ W9-- Kitchen Grill
- ☐ W10-- Microwave Built-In
- ☐ W11-- Microwave Freestanding
- ☐ W12-- Microwave Vent Hood
- ☐ W13-- No Microwave
- ☐ W14-- Other
- ☐ W15-- Oven-Electric
- ☐ W16-- Oven-Gas
- ☐ W17-- Oven-Other
- ☐ W18-- Range/Oven-Electric
- ☐ W19-- Range/Oven-Gas
- ☐ W20-- Range/Oven-G+E
- ☐ W21-- Range/Oven-Other
- ☐ W22-- Self Cleaning Oven
- ☐ W23-- Separate Cooktop-Elec
- ☐ W24-- Separate Cooktop-Gas
- ☐ W25-- Separate Cooktop-Oth.
- ☐ W26-- Single Built-in Microwave
- ☐ W27-- Single Oven Built-In
- ☐ W28-- Warming Oven

X - ROOF

- ☐ X1-- Architectural
- ☐ X2-- Composite Shingle
- ☐ X3-- Fiberglass
- ☐ X4-- Flat
- ☐ X5-- Metal Roof
- ☐ X6-- Other
- ☐ X7-- Rubber
- ☐ X8-- See Remarks
- ☐ X9-- Slate Roof
- ☐ X10-- Tar/Gravel Roof
- ☐ X11-- Tile
- ☐ X12-- Wood Shingle

Y - ROOMS

- ☐ Y1-- Den
- ☐ Y2-- Exercise Room
- ☐ Y3-- Formal Dining Room
- ☐ Y4-- Formal Living Room
- ☐ Y5-- Hearth Room
- ☐ Y6-- Keeping Room
- ☐ Y7-- Media Room
- ☐ Y8-- Office/Study
- ☐ Y9-- Rec Room
- ☐ Y10-- Separate Laundry Room
- ☐ Y11-- Sun Room

Z - SEWER

- ☐ Z1-- None
- ☐ Z2-- Other
- ☐ Z3-- Public
- ☐ Z4-- Septic

***ZA - TO SHOW**

- ☐ ZA1-- Call Listing Agent
- ☐ ZA2-- Call Listing Office
- ☐ ZA3-- Key Listing Office/Occupied
- ☐ ZA4-- Key Listing Office/Vacant

***ZA - TO SHOW CONT'D**

- ☐ ZA5-- Lkbx/Occ Call List Agent
- ☐ ZA6-- Lkbx/Occ Call List Off
- ☐ ZA7-- Lkbx/Vac Call List Agent
- ☐ ZA8-- Lkbx/Vac Call List Off
- ☐ ZA9-- Lkbx/Vac Show Anytime
- ☐ ZA10-- Must Have Appointment
- ☐ ZA11-- Other
- ☐ ZA12-- See Remarks
- ☐ ZA13-- Call Appt Ctr 421-8100
- ☐ ZA14-- CL Showing 844-370-7082

ZB - TRIM TYPE

- ☐ ZB1-- Aluminum
- ☐ ZB2-- Asbestos Siding
- ☐ ZB3-- EIFS
- ☐ ZB4-- Hardy Board
- ☐ ZB5-- Hardy Panel
- ☐ ZB6-- Masonite
- ☐ ZB7-- Vinyl
- ☐ ZB8-- Wood
- ☐ ZB9-- Other - See Remarks
- ☐ ZB10-- Stone & Other

ZC - WARRANTY

- ☐ ZC1-- Home Warranty
- ☐ ZC2-- New Construction
- ☐ ZC3-- No Warranty
- ☐ ZC4-- Termite Contract

ZD - WATER

- ☐ ZD1-- Other
- ☐ ZD2-- Public
- ☐ ZD3-- Well - Community
- ☐ ZD4-- Well - Ind.
- ☐ ZD5-- Well - Shared

ZE - WINDOW TREATMENTS

- ☐ ZE1-- All Window Treatments
- ☐ ZE2-- Blinds-Faux
- ☐ ZE3-- Blinds-Metal
- ☐ ZE4-- Blinds-Other
- ☐ ZE5-- Blinds-Vinyl
- ☐ ZE6-- Blinds-Wood
- ☐ ZE7-- Draperies
- ☐ ZE8-- Interior Shutters
- ☐ ZE9-- None
- ☐ ZE10-- Part Window Treatments

ZF - WINDOW TYPES

- ☐ ZF1-- Clad (Metal)
- ☐ ZF2-- Clad (Vinyl)
- ☐ ZF3-- Low E. Glass
- ☐ ZF4-- Metal
- ☐ ZF5-- Storm
- ☐ ZF6-- Thermo Pane
- ☐ ZF7-- Vinyl
- ☐ ZF8-- Wood

ZG - MASTER BATH

- ☐ ZG1-- Tub Shower Combo
- ☐ ZG2-- Tub Only
- ☐ ZG3-- Shower Separate
- ☐ ZG4-- Shower w/Jets
- ☐ ZG5-- Whirlpool Tub
- ☐ ZG6-- Bubble Tub
- ☐ ZG7-- Soaking Tub
- ☐ ZG8-- Single Vanity
- ☐ ZG9-- Double Vanity
- ☐ ZG10-- Raised Vanity
- ☐ ZG11-- Bidit
- ☐ ZG12-- Commode Room
- ☐ ZG13-- Carpeted Floor
- ☐ ZG14-- Vinyl Floor
- ☐ ZG15-- Ceramic Tile Floor
- ☐ ZG16-- Porcelain Tile Floor
- ☐ ZG17-- Heated Floor

ZH - STORM SHELTER

- ☐ ZH1-- Internal
- ☐ ZH2-- External

Town & Country REALTORS®

COVID-19 RELEASE

The COVID-19 Pandemic and all associated federal, state and local directives and guidelines underscore the risks associated for persons viewing properties and the risks for Sellers and Owners by allowing persons to enter property which they own. This Release is subject to any federal, state or local directives and it is the responsibility of the undersigned to be aware of such directives and how such directives may affect the showing of the Property.

The undersigned understands that exposure to disease-causing organisms and objects, such as COVID-19, and personal contact with others, including but not limited to real estate licensees, inspectors, appraisers, contractors, owners, occupants and others associated with the sale, lease or purchase of property, involves a certain degree of risk that could result in illness, disability or death. The undersigned acknowledges that it is impossible to screen and/or monitor all such individuals.

The undersigned should seek the advice of an attorney on any legal question concerning COVID-19 and associated liability, or any other matters of concern. Real estate licensees are **not** legal experts, and therefore cannot provide advice in this area.

After carefully considering all the potential risks involved, I hereby assume the same and agree to release, hold-harmless, indemnify, and defend Town and Country (Brokerage name) and its licensees, employees, officers, agents, contractors and vendors from and against, all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-19, associated with me either viewing and/or inspecting property occupied by others, or allowing others to enter property which I own.

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER/OWNER/BUYER/TENANT

SELLER/OWNER/BUYER/TENANT

at o'clock ☐ am/ ☐ pm

at o'clock ☐ am/ ☐ pm

Date

Date

For information regarding the COVID-19 Pandemic and advisements, visit the following websites:

The State of Tennessee: <https://www.tn.gov/governor/covid-19.html>

The Centers for Disease Control and Prevention (CDC): <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

NOTE: This form is provided by Tennessee REALTORS to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS logo in conjunction with any form other than standardized forms created by Tennessee REALTORS is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

Town & Country REALTORS

ShowingTime
appointment center

NEW LISTING SHOWING INSTRUCTIONS

GENERAL INFORMATION

Listing Agent Name Julie Holt Date _____ Price _____
 Property Address _____ City _____ ZIP _____

SHOWINGTIME APPOINTMENT CENTER

Allow Appt. Center to Take Appts?

☐ Yes
☐ No

Allow Showing Agents to Request Appts Online?

☐ Yes
☐ No

APPOINTMENT SETTINGS

Appointment Type

- ☐ Appt Required, Confirm with Any Owner/Occupant
☐ Appt Required, Confirm with All Owners/Occupants
☐ Courtesy Call
☐ Go and Show
☐ Refer to Listing Agent/Contact Listing Agent Only

Request Feedback?

☐ Yes
☐ No

Is the property occupied?

☐ Yes
☐ No

Requires Spanish-speaking staff?

☐ Yes
☐ No

Are there pets on the property?

☐ Yes
☐ No

CONTACTS—PLEASE ENTER IN ORDER OF CONTACT PREFERENCE (Listing agent will receive FYI notifications by default)

First Name _____ Last Name _____ Owner? ☐ Yes ☐ No Occupant? ☐ Yes ☐ No

Phone #1 Type ☐ Home ☐ Mobile ☐ Office Direct ☐ Office Main ☐ Pager Phone #1 Number _____

Phone #2 Type ☐ Home ☐ Mobile ☐ Office Direct ☐ Office Main ☐ Pager Phone #2 Number _____

Email _____ Notify of Confirmed/Canceled Appts ☐ By: ☐ Text ☐ Email App/Push

First Name _____ Last Name _____ Owner? ☐ Yes ☐ No Occupant? ☐ Yes ☐ No

Phone #1 Type ☐ Home ☐ Mobile ☐ Office Direct ☐ Office Main ☐ Pager Phone #1 Number _____

Phone #2 Type ☐ Home ☐ Mobile ☐ Office Direct ☐ Office Main ☐ Pager Phone #2 Number _____

Email _____ Notify of Confirmed/Canceled Appts ☐ By: ☐ Text ☐ Email App/Push

APPOINTMENT RESTRICTIONS

Allow Inspections and Walk-Throughs?

☐ Yes
☐ No

Allow Appraisals?

☐ Yes
☐ No

Advanced Notice (0-72 hours)

☐ No same-day appts.
☐ Lead Time: Required _____ hrs | Suggested _____ hrs

Maximum Appointment Length

☐ None ☐ 15 min ☐ 30 min ☐ 45 min
☐ 1 hr ☐ 1 hr 30 min ☐ 2 hr

Allow Overlapping Appointments?

☐ Yes, please tell the showing agent ahead of time
☐ Yes, no need to inform the showing agent
☐ No, exclusive showings only

Notes for Appointment Staff

ACCESS INFORMATION

How can the agent access the home?

- ☐ Combination Lock
 Combination _____
 Location _____
☐ SentiLock
 Serial No. _____
 Location _____

Other Access Information (if applic.)

Gate Code _____
 Garage Code _____
 Other Code _____

Property has an alarm?

☐ Yes Disarm Code _____ Arm Code _____
 Passcode _____ Alarm Notes _____
☐ No alarm/no alarm info needed

- ☐ Listing Agent or Co-Listing Agent
☐ Seller or Tenant
☐ Gate Guard, Doorman, or Concierge
☐ Other _____

Are keys available at a remote location
 for the agent to pick up to access the
 home?

☐ Yes ☐ No

Additional Instructions for Showing Agent

LEASE AGREEMENT

THIS LEASE AGREEMENT effective the 7 day of Sept, 2010, by and between THE CITY OF JACKSON, TENNESSEE, ("Lessor"), and THE NORTHWEST TENNESSEE DEVELOPMENT COUNCIL AND NORTHWEST TENNESSEE HEAD START/EHS, ("Lessee").

In consideration of the parties' respective representations, covenants, and agreements herein contained, the Lessor and Lessee agree as follows:

1. **Leased Premises.** The Lessor does hereby lease to the Lessee, and the Lessee leases from the Lessor, in accordance with the terms and conditions of this Agreement, the building located at 409 East Iselin, Jackson, Tennessee, located in Madison County, Tennessee, also known as Washington Douglas School and hereinafter referred to as the "Leased Premises."
2. **Leased Term.** The term of this Lease Agreement shall be for a period of ten (10) years beginning 7 Sept, 2010 and terminating at midnight on 6 Sept, 2020 ("Lease Term").
3. **Holdover by Lessee.** In the event the Lessee shall remain in possession of the Leased Premises beyond the expiration of the Lease Term, such tenancy shall be deemed month-to-month only, with thirty (30) days written notice required by either party to terminate such tenancy; otherwise the hold-over tenancy shall be subject to all of the terms of this Lease Agreement.
4. **Rental.** The Lessee shall pay the Lessor annual rental for use of the Leased Premises in the amount of One and No/100 Dollars (\$1.00) ("Base Rate"). Such rental payment shall first become due and payable upon the execution of this Lease and shall be due and payable thereafter on the anniversary of the execution of this Lease for the remainder of the Lease

Term. Such rental payment shall be paid to the Lessor at 103 East Main Street, Jackson, Tennessee 38301 until such time as the Lessor shall notify the Lessee, in writing, of a different address to which the payment shall be sent.

5. **Utilities.** Lessee shall contract for all utility services required on the Leased Premises and the entire building of which the Leased Premises is a part, and Lessee shall be liable for payment of all utility services received during the Lease Term.
6. **Repairs and Maintenance.** Lessee agrees to be responsible for the repair and maintenance of both the interior and the exterior of the entire Leased Premises. Lessee agrees to keep the Leased Premises in a good state of repair during the Lease Term and to maintain the Leased Premises in a manner that meets municipal and state code requirements. All repairs and replacements made by Lessee shall be done in a good and workmanlike manner. Lessee also agrees to be responsible for maintenance that involves necessary replacement of the roof, heating and air-conditioning systems, plumbing systems, and any other aspect of the interior or exterior of the Leased Premises. The Lessee shall be responsible for the maintenance of the fire protection system physically located on the Leased Premises; the Lessee shall be responsible for monitoring fees associated with the fire protection system.
7. **Insurance.** Lessee shall be responsible for its personal property located in and upon the Leased Premises. Lessee shall further maintain and keep in full force and effect at its own expense during the Lease Term and any holdover occupancy, a policy of comprehensive general liability insurance that insures the Leased Premises for full replacement value. ("Insurance Policy"). Lessee agrees that the Insurance Policy will be maintained and kept with a financially responsible insurer duly authorized to do business in the State of

Tennessee, with limits acceptable to Lessor, protecting against any loss to property or bodily injury to any person in or about the Leased Premises or any loss occasioned by the negligent act or omission of Lessee, Lessor, their officers, agents, or employees. Such policy of casualty insurance shall name the Lessor as additional insured. The Lessee shall furnish the Lessor with a certificate from the insurance company indicating the issuance of the required coverage. In furtherance of this provision, Lessee hereby agrees to indemnify Lessor and hold it harmless from and against any direct damage suffered or liability incurred on or about the Leased Premises, including indemnity for the expense of reasonable attorney's fees in the event of a suit or claim.

8. **Improvements.** Lessee agrees that it will not make any significant alterations or additions to the Leased Premises without first obtaining Lessor's written consent, with any such alterations or additions to be at Lessee's expense and to remain a portion of the Leased Premises upon the expiration of the Lease Term. Notwithstanding this provision, Lessee may make minor interior alterations and improvements such as redecoration, movement of fixtures, etc., which do not damage or reduce the value of the Leased Premises. Trade fixtures and other equipment owned by the Lessee and installed on or within the Leased Premises by Lessee shall remain as personal property, and may be removed upon termination of the Lease only upon the condition that such removal does not diminish the value of the Leased Premises and that any repairs necessary due to removal of such trade fixtures or equipment be made by Lessee at its own expense.

Lessor understands that Northwest Tennessee Head Start/Early Head Start is federally funded and that a Notice of Federal Interest will be required upon the property for all expenditures and facility improvements made during the terms of this lease.

9. **Assignment and Sub-Letting.** Lessee shall not have the right to assign or sub-let the Leased Premises without the prior written consent of Lessor, which consent shall be in Lessor's sole and absolute discretion.

10. **Events of Default and Remedies.**

a. **Events of Default Defined.** The following shall be Events of Default under this Lease Agreement:

- (1) Delinquency in the due and punctual payment of any rent or additional payment under this Lease Agreement when such rent shall become payable, and such default shall continue for five (5) days after payment is due;
- (2) Default by the Lessee or Lessor in the performance or compliance with any of the conditions or covenants contained in this Lease Agreement for a period of thirty (30) days after written notice thereof from the non-defaulting party to the defaulting party, except for any default not susceptible of being cured within such thirty (30) day period, in which event the time permitted to cure such default shall be extended for so long as shall be reasonably necessary to cure such default, provided the Lessee or Lessor shall commence promptly and proceed diligently to cure such default, and provided further than such period of time shall not be so extended as to jeopardize the interest of the other party in this Lease Agreement or the Leased Premises or so as to subject the Lessor or the Lessee to any civil or criminal liabilities;
- (3) The filing by the Lessee or the Lessor of a voluntary petition in bankruptcy, or adjudication of the Lessee or Lessor as a bankruptcy, or assignment, partial or general, by the Lessee or Lessor for the benefit of its creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee or Lessor in any proceeding for its reorganization instituted under the provisions of the United States Bankruptcy Act, as amended, or under any similar act which may hereafter be enacted; and
- (4) The vacation, desertion, or unoccupancy of the Leased Premises for a period of fifteen (15) consecutive days, excluding the summer months or other periods when classes are not in session, during which the Lessee will not use or occupy the Leased Premises.

b. **Remedies on Default.** Whenever any Event of Default shall have occurred, the Lessor may take any one or more of the following actions:

- (1) Lessor may re-enter and take possession of the Leased Premises without terminating this Lease Agreement, and sublease the Leased Premises for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts payable by such sub-lessee in such sub-leasing and the rents and other amounts payable by the Lessee hereunder;
- (2) The Lessor may terminate this Lease Agreement and demand and collect from Lessee the entire unpaid balance of Rent for the entire Lease Term, i.e., acceleration of all future rents due hereunder;
- (3) The Lessor may terminate this Lease Agreement and exclude the Lessee from possession of the Leased Premises and may lease the Leased Premises to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of such leasing and for the excess, if any of the rent and other amounts payable by the Lessee under this Lease Agreement had the Lease Term or any renewal thereof not have been terminated over the rents and other amounts which are payable by such new lessee under such new lease; and
- (4) The Lessor or Lessee may take whatever action is available in the enforcement of these remedies at law or in equity, and otherwise as may appear necessary or desirable to collect rents due, or to become due, or to enforce specific performance and observation of any obligation, agreement, or covenant under this Lease Agreement.

c. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and alternative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time as often as may be deemed expedient.

d. **Agreement to Pay Attorney Fees and Expenses.** In the event either party should default under the provisions of this Lease Agreement, and the non-defaulting party shall employ attorneys or incur other expenses for the collection of rent or the enforcement of any obligation or agreement on the part of either party herein contained, the defaulting party agrees that it will, on demand therefor, pay to the non-defaulting party the reasonable fee of such attorneys and such other reasonable expenses and costs so incurred by the non-defaulting party.

e. **No Additional Waiver Implied By One Waiver.** In the event any agreement contained in this Lease Agreement should be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

11. **Right of Entry.** Lessor and/or its representatives, may enter the Leased Premises at any reasonable time, before or after default by Lessee, for the purpose of taking possession after default, inspecting Leased Premises, performing any work which the Lessor may elect to undertake made necessary by reason of the Lessee's default under this terms of this Lease Agreement, exhibiting the Leased Premises for sale subject to this lease, or posting any appropriate notices including those pertaining to availability for letting. Such right of entry may be exercised by the Lessor or its representatives without the same constituting an eviction of the Lessee in whole or in part.

12. **Notices.** Whenever this Lease Agreement requires that notice or demand be given or served on either party to this Lease Agreement, such notice or demand shall be in writing and shall be delivered personally or forwarded by certified mail, addressed as follows:

LESSOR:

CITY OF JACKSON, TENNESSEE
121 E. Main Street
Suite 301
Jackson, TN 38301
Att: Mayor

LESSEE:

NORTHWEST TENNESSEE ECONOMIC
DEVELOPMENT COUNCIL AND
NORTHWEST TENNESSEE HEAD START/EHS
231 S. Wilson
Dresden, TN 38225
Att: L. Don Ridgeway

13. Miscellaneous.

- a. **Amendments.** This Lease Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions and no party hereto has relied upon any representations, express or implied, not contained in this Lease Agreement. This Lease Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.
- b. **Binding Effect.** All covenants, conditions, and obligations contained herein or implied by law shall be binding upon the Lessor, the Lessee, their heirs, successors, legal representatives and assigns; provided however, in the event of a sale of the Leased Premises, Lessor shall be personally relieved of all obligations hereunder and the Lessee bound to such new owner as a lessor.
- c. **Governing Law.** This Lease Agreement is prepared and entered into with the intention that the laws of the State of Tennessee shall govern its construction.
- d. **Captions.** The captions or headings in this Lease Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Lease Agreement.

e. **Severability.** If any provision of this Lease Agreement, for any reason, should be finally adjudged by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provision of this Lease Agreement. The unconstitutionality, invalidity, or ineffectiveness of any one or more provisions or covenants contained in this Lease Agreement shall not relieve the Lessee from liability to make the payments of rent provided for in this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement, to be effective the day and date above written.

LESSOR:

THE CITY OF JACKSON, TENNESSEE

BY: _____

JERRY GIST

TITLE: MAYOR

LESSEE:

THE NORTHWEST TENNESSEE DEVELOPMENT COUNCIL

BY: _____

DON RIDGEWAY

TITLE: EXECUTIVE DIRECTOR



Direct Hire Placement Fee Agreement

Thank you for selecting Express Employment Professionals to provide The City of Jackson with strategic staffing solutions. The following confirms our discussion and sets forth the terms of our agreement.

GUARANTEE

Express Employment Professionals provides the following guarantee: if the new employee terminates for any reason within 90 days, a one-time replacement will be made for the specific position detailed in the original order specifications, at the same salary, with no additional fee. If a replacement is not needed, Express Employment Professionals will credit the amount of the fee for any other placement within the following 12 months.

BILLING

Invoices will be presented upon the Client's hiring decision. Invoices are due within ten (10) days of the Express candidate's start date.

FEE

The Express Employment Professionals direct hire fee is calculated by taking 20% of the candidate's projected first year annual compensation.

POLICIES

All information concerning candidates referred by Express Employment Professionals will be kept strictly confidential.

Because Express Employment Professionals has a substantial investment in maintaining its staff of employees and candidates, and in consideration of the services rendered by Express Employment Professionals, it is agreed that for a period of one (1) year from the date of introduction, the Client will not utilize or hire directly, utilize or hire through another staffing firm, or refer to any associated companies or contacts, any Express Employment Professionals employee or candidate. Should the Client hire, utilize, or refer an Express Employment Professionals employee or candidate, as stated above, within 180 days from introduction, it is agreed that the Client will pay the maximum fee, which is 30% of the candidate's first year annual compensation.

Mutual understanding is the key for long-term business relationships; therefore, we provide this written confirmation of our terms. In order to refer candidates to you, we request an authorized signature confirming that your company has been informed of, and agree to, these terms.

I HAVE READ, AGREE WITH, AND APPROVE THE ABOVE TERMS AND CONDITIONS

The City of Jackson

Company Name

Print Name

Susan Morris _____
Print Name

Authorized Client Signature

Date

EXPRESS Representative Signature

Date

Allygn is pleased to assist you in your personnel recruiting efforts. Our fee schedule is sent for your information and record.

TERMS: Our fee arrangement is based upon twenty percent (20%) of the employee's agreed upon first year's gross salary. Net due in 15 days from the starting date of employment.

GUARANTEE: Should a placed employee resign or be terminated with cause within ninety days after start date, that employee will be replaced free of charge by Allygn. This guarantee is contingent upon complete payment of our invoice within 30 days after start date of employee.

Allygn refers quality applicants without regard to race, color, religion, sex, age, or national origin, citizenship status, physical or mental disability, race, religion, creed, gender, sexual orientation, gender identity and/or expression, genetic information, marital status, status with regard to public assistance, veteran status, or any other characteristic protected by federal, state, or local law.

Email: sconger@jacksontn.gov

Chief Darryl Samuels
720 S. Highland Ave.
Jackson, Tennessee 38302



Telephone: 731-425-8350
Fax: 731-425-8697
Email: dsamuels@jacksontn.gov
Facebook: /JacksonFireDepartment
Instagram & Twitter: @JacksonTNFire

August 18, 2020

Scott Conger
Mayor
101 E. Main St.
Jackson, TN 38301

Mayor Conger:

The City of Jackson Fire Department wishes to enter into an agreement with the Milan Fire Department (MFD) to transfer ownership of a 1998 Ford Expedition in exchange for the use of MFD's Arson K-9. MFD will supply their K-9 for our arson investigations and scheduled Public Education events for a five-year period at no charge to the City of Jackson Fire Department.

The 1998 Ford Expedition - vehicle # 3591 - VIN: 1FMRU17LXWLA56435 - age 22 years - has accumulated 199,928 miles, with no known mechanical issues, and was placed in surplus April, 2019. The surplus vehicle has been parked at the Public Safety Garage unused since April, 2019. MFD, Fire Chief Steven Dillard expressed an interest in October, 2019 of entering into an agreement of providing their K-9 for Arson detection and Public Education events.

It is my opinion, both departments will benefit from this mutual agreement. Thank you for your consideration in this matter.

Respectfully,

Darryl W. Samuels

DWS/lr

Attachments

Scott Conger, Mayor



Milan Fire Department

Public Safety Building · 7029 Telecom Drive · Milan, Tennessee 38358
Phone (731) 686-0441 / Fax (731) 686-9727

Chief Sammons,

October 30, 2019

The Milan Fire Department is in the process of securing a K9 for arson detection, as well as we have a K9 that is used for Public Education. Our department is in the process of reaching out to the neighboring department to see if there is any interest in partnering with us on this venture. It has been brought to my attention that the City of Jackson Fire Department may have a used Ford Expedition that may be liquidated. We, would like to propose to the Jackson Fire Department that should we obtain this grant for the accelerant K9, as well as the use of the Public Education K9, and if the Jackson Fire Department would allow us to utilize the Ford Expedition for the purpose of transporting the K9s, we, the City of Milan Fire Department would supply the K9s for your events or investigations for the period of 5 years to no charge to the City of Jackson. The City of Milan Fire Department would provide all maintenance and care of the vehicle as well. At the end of the five-year period the City of Jackson Fire Department and the Milan Fire Department would reevaluate this agreement to ascertain if the said agreement should continue. Thank you for your consideration in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Steven Dillard", written over a horizontal line.

Steven Dillard, Fire Chief

Asset Inventory Tag Form

Disposition:	☐ Add	☐ Transfer	☐ Dispose	Disposal Procedure: Trade ☐ Scrap ☐ Gov Deals ☐ Other ☐
---------------------	------------------------------	-----------------------------------	----------------------------------	---

Transferring to: _____

Sale Recoup Cost: _____

Reason: _____

Department Name: Fire Department

Account #: 42240

Purchase Order #: _____

Vendor Name: _____

Invoice #: _____

Purchase Price: _____

Vehicle/Equipment #: 3591

Asset Tag #: A1587

Description: _____

Serial #: _____

VIN #: 1FMRU17LXWLA56435

Vehicle/Equip Type: SUV

Year of Vehicle: 1998

Make: Ford

Model: Expedition

Vehicle Type: _____

Current Mileage: 199928

Insurance Class: _____

Usage Description: unit was last assigned to Fire Training Division

Department remarks: _____

Garage Remarks: Unit is in working order, no known mechanical issues at this time

Insert Item Picture:



Dept Signature: _____

Date: _____

Garage Initial rodney todd

Date: 08/18/2020

Purch. Signature: _____

Date: _____

Risk Mgmt Signature: _____

Date: _____

Accounting Signature: _____

Date: _____

Resolution
Submittal
of the
Consolidated Annual Performance Evaluation Report (CAPER)

WHEREAS, the Consolidated Annual Performance Evaluation Report (CAPER) is required to be submitted to the U.S. Department of Housing and Urban Development within ninety days of the end of the fiscal year for the CDBG and HOME programs; and

WHEREAS, the CAPER has been prepared and submitted for public review for fifteen days as required by the Citizen Participation Plan; and

WHEREAS, the Jackson Housing Authority Board of Commissioners has reviewed and approved the CAPER for fiscal year 2019-2020;

NOW THEREFORE LET IT BE RESOLVED by the Mayor and Jackson City Council approve the submission of the CAPER as presented; and

HEREBY authorizes official submittal of the CAPER 2019-2020 to the Department of HUD.

Passed and approved by the Mayor and City Council this _____ day of September 2020.

Scott Conger, Mayor
City of Jackson

Attest:

Bobby Arnold
City Recorder
City of Jackson

CAPER

2019-2020

Jackson Community Development Program



Jackson Housing Authority
CD Office

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

On June 30, 2020, the City of Jackson completed its fifth and final year of its Five-Year Consolidated Plan (2015-2019). Programs had been established and activated to address the objectives for housing, homelessness, special needs and non-housing needs of the Jackson community. During the program year, the City of Jackson budgeted \$872,869 for FY 2019-2020. This budget included new allocations of \$526,940 in B-19 CDBG funds, \$11,469 in estimated unobligated CDBG funds, \$294,460 in M-19 HOME funds, \$20,000 in estimated unobligated HOME funds, and \$20,000 in estimated HOME Program Income. Revolving Loan Accounts most current balances as of June 30, 2020 total \$159,024; (CDBG-\$3,819); (HOME-\$140,140); (Non-Federal-\$15,065). The total expended for the fiscal year was \$724,129 (CDBG-\$502,719; HOME-\$221,410).

In previous years, the Section 108 Loan Guarantee Program was amended and approved for public infrastructure and economic development activities for \$3.25 million in two planning areas of Jackson through the Community Redevelopment Agency (CRA), District 1 and District 2. For CRA District 1 area to date, approximately \$1,582,500 has been expended for public infrastructure improvements in CRA District 1 leaving a balance of \$0. In CRA District 2, there is currently one project in process, and one completed during FY 2019. The project underway is designated for housing construction activities and as of June 30, 2020 has expended approximately \$586,103.37 of the \$655,000 budgeted to build 5-6 new construction homes. Eight lots total have been acquired and cleared for new construction housing. A total of three homes have been constructed and sold to date to low-moderate income homebuyers. The sale of these homes produced \$283,673 in program income, which was added back into the new housing construction funds. There is a retail development center project in CRA District 2. Currently in the retail center holds a dentistry and restaurants. Each project has obtained the required eligibility determination from the HUD Knoxville Office and undergone necessary environmental review procedures.

Due to the coronavirus (COVID-19) pandemic, many activities were slowed or halted in order to keep the community safe and practice social distancing/stay at home orders.

CAPER Bullets

2019-2020

- ✓ Committed and budgeted \$872,869 (CDBG, HOME)
- ✓ CDBG funds expended = \$502,719
- ✓ HOME funds expended = \$221,410
- ✓ For a total expenditure of \$724,129 in CDBG & HOME programs and projects

Action Plan goals

- Improve quantity and quality of affordable housing
- Provide Expanded Economic Opportunities
- Provide a Suitable Living Environment
- Expand the capacity of homeless providers

Table 1 of the CAPER identifies each of these programs/projects. Categorically, the funds expended for:

Percentage reflects total CDBG and HOME expenditures

Housing	\$ 259,172	36.0%
Special Needs Housing	\$ 13,179	2.0%
Economic Development	\$ 239,107	34.0%
Public Services	\$ 49,233	7.0%
CBDO Public Services	\$ 48,300	7.0%
Planning/Admn.	\$ 115,138	16.0%

2,029 low income individuals/families through CDBG program (public services)

17 housing units (CHDO acquisition/rehab, housing rehab, accessibility modifications)

Community Development Expenditures Beneficiaries by Project

FY 2019 - 2020

Project	CDBG	HOME	Expended	Households Served	Individuals Served	LMI Area Served	Household Goal	Individual Goal	LMI Area Goal
1	✓	✓	Admn						
2	✓		Minor Repair	10			15		
3	✓		108 Loan Payments	na	na				
4	✓		Public Services						
			West Tennessee Legal Services		578			60	
			WIOA At-Risk/Disabled Youth Progr	-	34			50	
			RIFA		1,300			300	
5	✓		Genesis/CBDO						
			Genesis-Boys/Girls Club		117			175	
6		✓	Target Rehab	2			7		
7		✓	CHDO-Jonah Affordable Housing Or	2			2		
		✓	CHDO- SWCDC, Inc.	1			2		
8	✓		JCIL	2			3		
			Total	17	2,029	-	29	585	-

Coronavirus social distancing and restrictions put a halt on some programs, which caused some lower outcomes versus goals.

CITY OF JACKSON ANTI-POVERTY TASK FORCE

2020 Report to City Council

Mission

The mission of the Anti-Poverty Task Force is to develop strategies for reducing poverty, inequality, recidivism, and addressing other quality of life concerns among all low-income and vulnerable populations in Jackson, TN. The Task Force will work in partnership with the Mayor's Office and City Council to implement policies and programs that will further this mission.

2019-20 Concentration

The Anti-Poverty Task Force began its work last fall analyzing available data concerning vulnerable populations in our city. The primary sources for this data was The Annie E. Casey Foundation's Kids Count Data Center; The Jackson Housing Authority's Assessment of Fair Housing, and United Way's ALICE Report. We then took what we learned from that information and developed sub-committees aimed at addressing the most glaring problems. Following are the key findings from that research.

Key Findings from the 2019 Madison County Kids Count Report

- County Overall Rank: 92nd
- Fair Market Rent: Ranked 66th
- Child Poverty: Ranked 49th
- School Suspension Rate: Ranked 95th
- Teen Pregnancy: Ranked 60th
- 3rd – 8th Grade Reading Proficiency: Ranked 91st
- 3rd – 8th Grade Math Proficiency: Ranked 91st
- High School Graduation Rate: Ranked 92nd
- Chronic School Absenteeism: Ranked 89th
- Economically Disadvantaged Students: Ranked 82nd

Key Findings from Jackson Housing Authority's Analysis of Impediments:

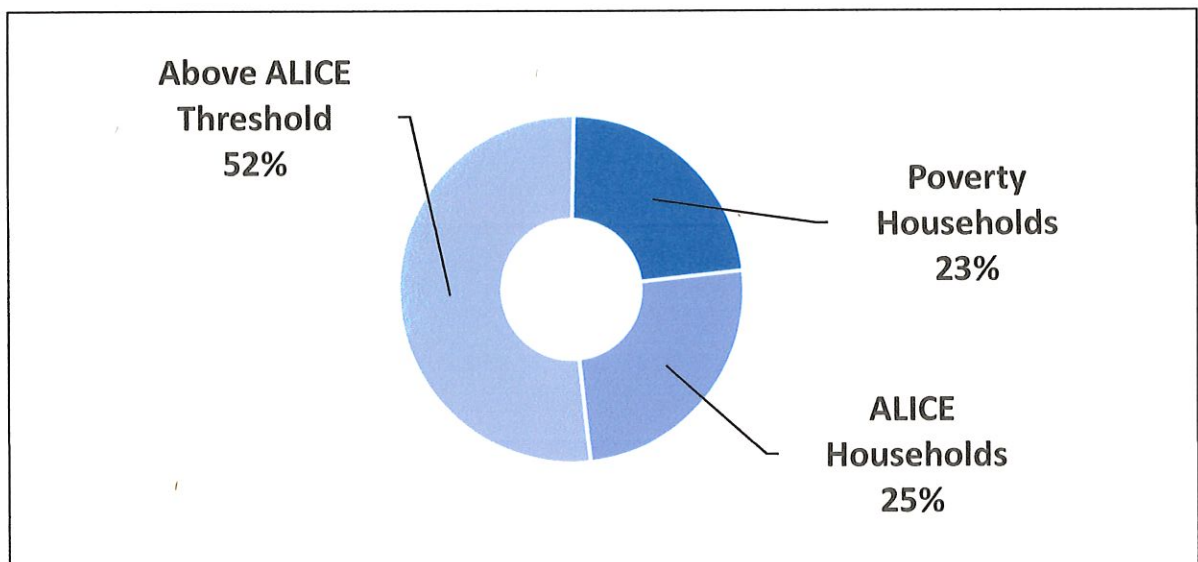
- Housing affordability and insufficient income, that is households having inadequate income to acquire housing currently available in the market, may be the most critical impediment faced by households in Jackson.

- Low number of loan applications for minorities and low origination rates for minority applicants. This is evidenced in the HMDA analysis that shows African Americans and Hispanics accounting for the second and third highest percentages of Jackson's population in years 2006 - 2010, but their percentages of loan originations are much lower compared to their percentage of population in the jurisdiction. In the City of Jackson, Whites had the highest percentage of origination, 76.4% of the total. The percentage of Whites in the population was 60.0 percent. African American applicants accounted for about 14.0% of all originations with 37.1% of the total population. Hispanic applicants accounted for 3.8% of originations, while their presence in the population was 0.8% of all residents.
- Predatory lending practices are aggressively absorbing the market formerly controlled by FDIC insured banks and other reputable financial institutions and fast becoming lenders of choice in some low income and minority concentrated areas. In other instances, persons facing economic hardships are being preyed upon due to their inability to qualify for traditional lending and banking services. (Over 22 predatory lenders in the city).
- High poverty and low-income among minority populations impacting fair housing choice. The poverty data shows major disparities for African Americans compared to that of Whites and citywide poverty totals. The 2005 - 2009 ACS Census averages shows incidence of poverty among African Americans was 37.2% and among Hispanics 19.6% of their total population. Among White persons, the data reported 10.2% lived in poverty between 2005 and 2009. In comparison, the poverty rate for the city was 22.6% during the period.
- High Poverty and lower incomes, limited job training, workforce development, and economic opportunity among minority populations and lack of access to healthy, affordable food choices. For many households, low access to healthy, affordable food translates into a higher incidence of nutrition-related diseases, including diabetes and heart disease.
- Limited affordable housing units and resources to assist lower income, elderly, and disabled homeowners maintain their homes and stability in neighborhoods.

Key Findings from United Way's ALICE Report:

- The Median Household Income (MHI) of Madison County is \$45,013. 13% (\$6,327.00) lower than the state average of \$51,340.

- 48% of households in Jackson are ALICE households, or households living in poverty.
- 80% of Single Female-Headed and 60% of Single Male-Headed households are either ALICE or living in poverty.
- 74% of those under the age of 25; 33% of those ages 25-44; 44% of those ages 45-64, and 40% of those over the age of 65 are ALICE or living in poverty.
- 58% of Hispanic; 58% of Black; 40% of Asian, and 31% of White households are ALICE or living in poverty.
- The Average Household Survival Budget in Madison County is \$48,192 for a family of four that includes two young children. Yet, within the City of Jackson the MHI is \$43,552. The Household Stability Budget for a family of four, who pay childcare for two children, is \$93,180.00.



Committees Created to Address Needs

- Quality Affordable Housing
- Education and Skills Training
- Health and Wellbeing
- Thriving Neighborhoods
- Employment and Business Opportunities

2019-20 Planned Events and Initiatives

Resilience Film Event:

The "Resilience" film was planned to be shown at the NED on Thursday, April 2, 2020 from 6:00-8:00 p.m., but the event had to be canceled due to the pandemic. The task force was to partner with CASA on this event for National Child Abuse Prevention Month. There was to be a personal testimony shared and an opportunity for audience members to take the ACES's test before the actual event, with a panel discussion to follow the film screening.

Fair Housing Event:

A Fair Housing Event was initially planned for Saturday, April 25, 2020 at St. Luke's Church, but had to be canceled due to the pandemic. It was to consist of sessions on the following:

- Financial Literacy/Management
- THDA Down Payment Assistance/Homeownership
- Home Inspection/Repair/Rehab
- Credit Repair
- Legal Rights for Tenants
- Housing and Health/Asthma

Handle With Care Initiative

"Handle with Care" is an initiative that is being looked into that would involve schools and local law enforcement. "Handle with Care" provides the school with a "heads up" when a child has been identified at the scene of a traumatic event. Police would be trained to identify children at the scene of a traumatic event, find out where they go to school, and send the school a confidential message that would state for the school to "handle with care" and the child's name only. Members of the task force have been coordinating with local school officials and the Jackson Police Department to begin this initiative. A grant has been applied for, and we are awaiting the decision from the Tennessee Commission on Children and Youth.

Possible Task-Force Actions Steps & Recommendations for City of Jackson

Improving JTA's services

- Advocating for budget transparency and accountability
- Research and propose improvements to the system that are rider-driven, to include alternative payment options (card, mobile payment, app, etc.), technology for bus tracking/communications, more covered bus stops and benches

Opportunity Zone Strategy & Vacant Lot Activation

- Work with City/Developers to identify areas to pitch to investors for restorative development-- e.g. Lane Avenue commercial corridor
- Work with Planning Dept., Mayor, and Council to donate or lease vacant lots owned by the City for affordable/mixed-income housing (require a % of "affordable" units)
- Provide small developer bootcamp

Making the City's bid process more accessible and inclusive

- Work with Purchasing dept to develop process, form for website, contacts, etc.
- Assist minority and women owned businesses in getting their license/certifications to be eligible to bid
- Propose MWBE (Minority/Women-owned Business Enterprises) considerations/requirements to Mayor and Council

Making the City's events and venues more welcoming and inclusive to minority vendors

- Work with City staff and Mayor to identify policy and marketing changes; etc.

Mobile Resource Hub

- A repurposed bus with six kiosks to help provide specific resources and also provide mobile Wi-Fi. Some suggestions for resources at the hub have been census filing, report filing, legal resources, housing referrals, etc. for the test period. The task force is still considering other suggestions for services to be provided

Establishment of a Homeless Shelter

- Provide a safe and consistent shelter for those in transition that partners with nonprofits to provide wrap-around services

Expanding educational opportunities

- Providing a pathway to certifications and degrees for young adults.
- Strengthening public schools through innovative after school programs, restorative justice and ACE informed care, early literacy, and comprehensive Pre-K

Establishment of a City of Jackson Office of Equity and Inclusion

- Providing assessment of the City of Jackson's department policies, procedures, operations, etc. with a focus on equity and inclusion
- Review of policies, practices and laws related to arrests and jailing for non-violent offenses such as driving without a license and/or proof of insurance.

Stan Pilant
111 E. Main St.
Suite 201
Jackson, Tennessee 38301



Telephone: 731-425-8286
Fax: 731-927-8781
Email: spilant@jacksontn.gov

TO: Mayor Scott Conger

FROM: Byanker Cole, Planning Coordinator

SUBJECT: Planning Related Council Agenda Items for September 2020

DATE: September 21, 2020

Please place the following planning related council agenda items under **New Business** on the September, 2020 City Council Agenda:

1. Consideration of a Street Acceptance Request for Shiloh Springs Section 5-C, #47 - #48 Shiloh Springs.
2. Consideration of a Street Acceptance Request for Shiloh Springs 13-A, #87 - #104 Living Waters Drive, #6 & #7 Haley's Cove and a portion of Grouse Meadow Drive.
3. Consideration of a Street Acceptance Request for Shiloh Springs 14-A; all of Candlelight Cove, #6 - #7 Chadro Cove, and a portion of Grouse Meadow Drive.

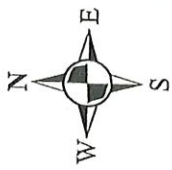
Also, please place the following planning related council agenda item on the Council Agenda for Second Reading at the September, 2020 City Council.

1. Consideration of an Ordinance to close and abandon, a portion of an alley located between Walnut, Park, Roland and Prospect Streets.

Attached, for your review, is all the information relative to the **New Business** agenda items.

Scott Conger, Mayor

SITE LOCATION MAP - STREET ACCEPTANCE
SHILOH SPRINGS SECTION 5-C
#47 & #48 SHILOH SPRINGS



STREET INFORMATION TABLE

STREET	STREET	STREET	STREET	STREET	STREET	STREET	STREET	STREET	STREET
100.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'

OWNER INFORMATION:

DEED BOOK 705, PAGE 1508
TAX MAP 27, PARCEL 131
ZONED: RS
(FUTURE DEVELOPMENT)

DEED INFORMATION:

DEED BOOK 705, PAGE 1508
TAX MAP 27, PARCEL 131
ZONED: RS
(FUTURE DEVELOPMENT)

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OWNER INFORMATION:

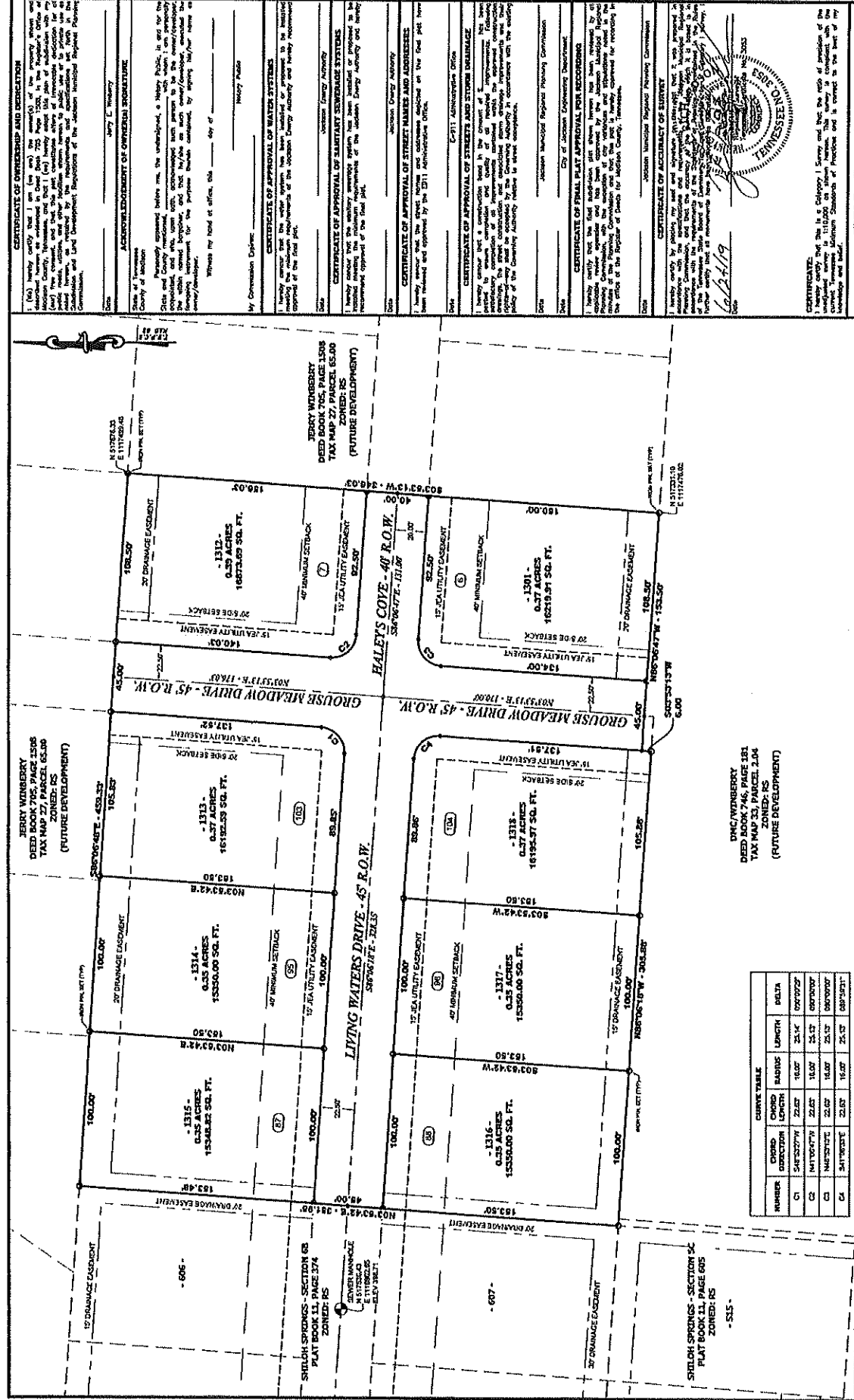
DEED BOOK 705, PAGE 1508
TAX MAP 27, PARCEL 131
ZONED: RS
(FUTURE DEVELOPMENT)

DEED INFORMATION:

DEED BOOK 705, PAGE 1508
TAX MAP 27, PARCEL 131
ZONED: RS
(FUTURE DEVELOPMENT)

SITE LOCATION MAP
SHILOH SPRINGS SECTION 13-A
#87 - #104 LIVING WATERS DRIVE, #6 & #7 HALEY'S COVE & A PORTION OF GROUSE MEADOW DRIVE (AS SHOWN)





CERTIFICATE OF OWNERSHIP AND RESOLUTION

I, (us) hereby certify that I am the owner of the above described property, and that I have caused the same to be surveyed and mapped in accordance with the provisions of the Tennessee Subdivision and Land Development Regulations of the Tennessee Land Development Commission.

My Commission Expires: _____

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I hereby certify that the water system has been installed or proposed in accordance with the minimum requirements of the Jackson Energy Authority and hereby recommend approval of the final plat.

_____ Jackson Energy Authority

CERTIFICATE OF APPROVAL OF SEWAGE SYSTEMS

I hereby certify that the sewage system has been installed or proposed in accordance with the minimum requirements of the Jackson Energy Authority and hereby recommend approval of the final plat.

_____ Jackson Energy Authority

CERTIFICATE OF APPROVAL OF STREET NAMES AND ADDRESS

I hereby certify that the proposed street names and addresses have been reviewed and approved by the 1911 Administrative Office.

_____ City of Jackson Planning Commission

CERTIFICATE OF APPROVAL OF STREETS AND STORM DRAINAGE

I hereby certify that the proposed streets and storm drainage have been reviewed and approved by the 1911 Administrative Office.

_____ City of Jackson Planning Commission

CERTIFICATE OF FINAL PLAT APPROVAL FOR RECORDING

I hereby certify that the final plat has been reviewed and approved by the 1911 Administrative Office.

_____ City of Jackson Planning Commission

CERTIFICATE OF ACCURACY OF SURVEY

I hereby certify that the survey was conducted in accordance with the provisions of the Tennessee Surveying and Mapping Act of 1967, and that the plat is a true and correct representation of the land shown on the plat.

_____ Surveyor

FINAL PLAT

SHILOH SPRINGS SECTION 13A

TAX MAP 27, PAGE 1500 - DEED BOOK 752, PAGE 1500

SECTION 13A - 8 LOTS - 218 ACRES

ZONING: RES (SINGLE FAMILY RESIDENTIAL) DISTRICT

DRAWN BY: RYAN L. RICHARDSON DATE: 06/02/2010

SCALE: 1"=40'

DIST. NO. 2004-073-PTA

STATE OF TENNESSEE

DEED BOOK 752, PAGE 1500

TAX MAP 27, PAGE 1500

SECTION 13A - 8 LOTS - 218 ACRES

ZONING: RES (SINGLE FAMILY RESIDENTIAL) DISTRICT

DRAWN BY: RYAN L. RICHARDSON DATE: 06/02/2010

SCALE: 1"=40'

DIST. NO. 2004-073-PTA

STATE OF TENNESSEE

STREET INFORMATION TABLE

STREET	WIDTH	DEPTH	RIGHT-OF-WAY	ADJACENT	ADJACENT	ADJACENT	ADJACENT	ADJACENT	ADJACENT
GROUSE MEADOW DRIVE	45.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'
LIVING WATERS DRIVE	45.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'
BAILEY COVE	45.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'	100.00'

DEED INFORMATION

DEED BOOK 752, PAGE 1500

TAX MAP 27, PAGE 1500

SECTION 13A - 8 LOTS - 218 ACRES

ZONING: RES (SINGLE FAMILY RESIDENTIAL) DISTRICT

DRAWN BY: RYAN L. RICHARDSON DATE: 06/02/2010

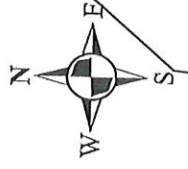
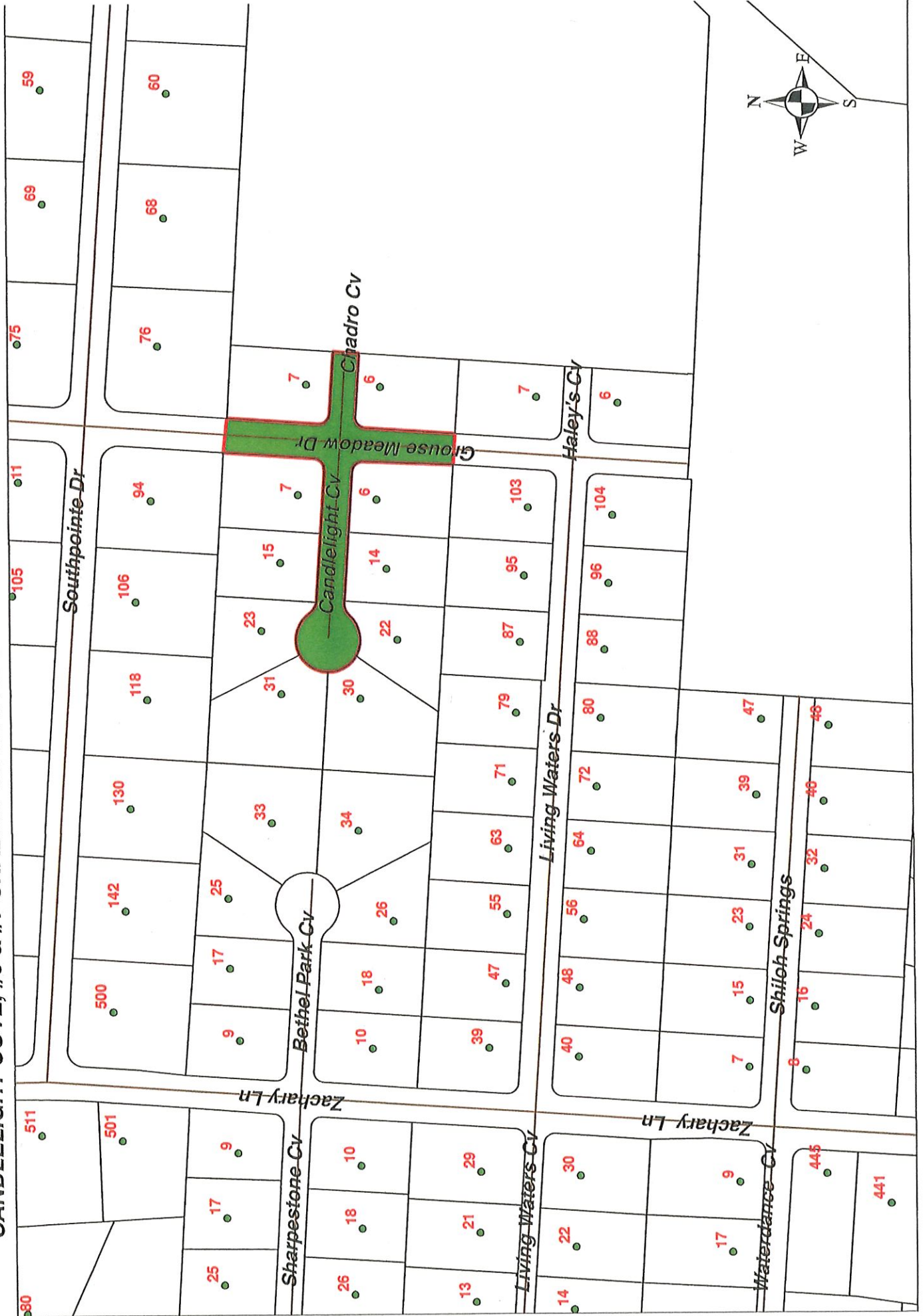
SCALE: 1"=40'

DIST. NO. 2004-073-PTA

STATE OF TENNESSEE



SITE LOCATION MAP - STREET ACCEPTANCE
 SHILOH SPRINGS SECTION 14-A
 CANDLELIGHT COVE, #6 & #7 CHADRO COVE & A PORTION OF GROUSE MEADOW DRIVE (AS SHOWN)



Date: 8/24/2020
Time: 14:56
User: WHETSTC

CITY OF JACKSON
Invoice History Report

Page: 1
Id: AP461C

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
30467	AT&T MOBILITY	287293899797X07	7/11/2020		147293-C	7/31/2020		ACCT:287293899797	11,780.89
			142-42129-245				EX	1,337.23	
			110-42150-245				EX	10,339.38	
			110-41310-245				EX	104.28	
			142-21121				AP	1,337.23	
			110-21121				AP	10,443.66	
			110-11213				CA	1,337.23	
			110-11213				CA	10,443.66	
VENDOR TOTALS									11,780.89
24433	BLACK & DECKER	33067	6/30/2020		147303-C	7/31/2020		GRANT#56610-REIMBURS	295,411.00
			110-41900-295				EX	295,411.00	
			110-21121				AP	295,411.00	
			110-11213				CA	295,411.00	
VENDOR TOTALS									295,411.00
12964	CDW GOVERNMENT LLC	ZPK3377	7/30/2020		147587-C	8/14/2020		BITDEFENDER ANTIVIRU	13,504.00
			110-41640-262				EX	13,504.00	
			110-21121				AP	13,504.00	
			110-11213				CA	13,504.00	
VENDOR TOTALS									13,504.00
25251	DELTA CONTRACTING CO LL	EST#023-6/30/20	6/30/2020		147329-C	7/31/2020		WK DR F B WRIGHT DR	267,958.94
			315-43190-936				EX	267,958.94	
			315-21121				AP	267,958.94	
			110-11213				CA	267,958.94	
25251	DELTA CONTRACTING CO LL	EST#024-7/21/20	7/21/2020		147328-C	7/31/2020		RE DR F B WRIGHT DR	473,404.26
			315-43190-936				EX	473,404.26	
			315-21121				AP	473,404.26	
			110-11213				CA	473,404.26	
VENDOR TOTALS									741,363.20
23467	EXCHANGE CLUB-CARL PERK	06/30/20	6/30/2020		147339-C	7/31/2020		DONATION-COJ	10,000.00
			110-41900-720				EX	10,000.00	
			110-21121				AP	10,000.00	
			110-11213				CA	10,000.00	
VENDOR TOTALS									10,000.00
11426	FORD CONSTRUCTION CO IN	30223-002	6/30/2020		147347-C	7/31/2020		RE:JAX STREET RESURF	162,720.58
			315-43190-931				EX	162,720.58	
			115-21121				AP	162,720.58	
			110-11213				CA	162,720.58	
VENDOR TOTALS									162,720.58

(cellphone charges -
Metro Nare /JPD/
Mayor's office ;

Grant reimbursement

Date: 8/24/2020
Time: 14:56
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CITY OF JACKSON
Invoice History Report

Page: 2
Id: AP4610

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
23673	G & W DIESEL	145792	8/05/2020		147779-C	8/24/2020		PUMPER TRUCK-JFD	557,253.00
			115-42220-900					EX 557,253.00	
			115-21121					AP 557,253.00	
			110-11213					CA 557,253.00	
VENDOR TOTALS									557,253.00
23852	GRESHAM SMITH	0744051	6/24/2020		147357-C	7/31/2020		PROJ:U S 45 BYP SO E	62,856.89
			115-43190-932					EX 62,856.89	
			115-21121					AP 62,856.89	
			110-11213					CA 62,856.89	
VENDOR TOTALS									62,856.89
30628	HALOSIL INTERNATIONAL I	3652	7/23/2020		147629-C	8/14/2020		EQUIP/SUPP-JPD	15,584.75
			110-42146-297					EX 15,584.75	
			110-21121					AP 15,584.75	
			110-11213					CA 15,584.75	
VENDOR TOTALS									15,584.75
30627	ISLAND TECH SERVICES	40673	7/31/2020		147642-C	8/14/2020		SIERRA WIRELESS AIRL	15,300.00
			110-42155-260					EX 15,300.00	
			110-21121					AP 15,300.00	
			110-11213					CA 15,300.00	
VENDOR TOTALS									15,300.00
24223	MADISON COUNTY DEVELOPM	0000036689	7/11/2020		147672-C	8/14/2020		LANDFILL DUMPING-H&S	16,790.22
			111-43230-296					EX 16,790.22	
			111-21121					AP 16,790.22	
			110-11213					CA 16,790.22	
24223	MADISON COUNTY DEVELOPM	Jul-20	8/01/2020		147672-C	8/14/2020		LANDFILL DUMPING-H&S	280,749.27
			111-43230-242					EX 280,749.27	
			111-21121					AP 280,749.27	
			110-11213					CA 280,749.27	
VENDOR TOTALS									297,539.49
27782	MOTOROLA SOLUTIONS INC	8230284897	8/03/2020		147685-C	8/14/2020		MAINT CONTRACTS-CENT	34,080.68
			110-42600-262					EX 34,080.68	
			110-21121					AP 34,080.68	
			110-11213					CA 34,080.68	
VENDOR TOTALS									34,080.68
27981	P & J PETROLEUM	5083D	8/06/2020		147703-C	8/14/2020		GAS-GARAGE	10,895.70
			110-14111					EX 10,895.70	
			110-21121					AP 10,895.70	

Date: 8/24/2020
Time: 14:56
User: WHETSTOC

CITY OF JACKSON
Invoice History Report

Page: 3
Id: AP4610

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
27981 P & J PETROLEUM	6502		110-11213					CA	10,895.70
			7/10/2020	147424-C	7/31/2020	GAS-GARAGE			
			110-14111			EX	11,793.15		
			110-21121			AP	11,793.15		
			110-11213			CA	11,793.15		
VENDOR TOTALS									22,688.85
29952 FARMAN ENERGY GROUP LLC 0889603-IN			7/21/2020	147704-C	8/14/2020	GAS-GARAGE		10,574.09	
			110-14111			EX	10,574.09		
			110-21121			AP	10,574.09		
			110-11213			CA	10,574.09		
29952 FARMAN ENERGY GROUP LLC 0891743-IN			7/29/2020	147704-C	8/14/2020	GAS-GARAGE		10,081.32	
			110-14111			EX	10,081.32		
			110-21121			AP	10,081.32		
			110-11213			CA	10,081.32		
VENDOR TOTALS									20,655.41
1307 SPRAGINS BARNETT & COBB 27968-08/14/20			8/14/2020	147728-C	8/14/2020	LEGAL SERV-COJ		10,416.66	
			110-41300-250			EX	10,416.66		
			110-21121			AP	10,416.66		
			110-11213			CA	10,416.66		
VENDOR TOTALS									10,416.66
30609 SUPERIOR LLC	268663		1/30/2020	147455-C	7/31/2020	ANNUAL SUBSCRIPTION		12,640.00	
			110-42100-250			EX	12,640.00		
			110-21121			AP	12,640.00		
			110-11213			CA	12,640.00		
VENDOR TOTALS									12,640.00
27579 TAG TRUCK CENTER OF JAC DE-20994			7/31/2020	147255-C	7/31/2020	TANDEM AXLE TRUCK-SW		93,787.95	
			315-43911-900			EX	93,787.95		
			315-21121			AP	93,787.95		
			110-11213			CA	93,787.95		
VENDOR TOTALS									93,787.95
1177 TENNESSEE MUNICIPAL LEA 1002720			7/13/2020	147461-C	7/31/2020	'20-'21 MBR DUES-IDH		17,340.00	
			110-41900-293			EX	17,340.00		
			110-21121			AP	17,340.00		
			110-11213			CA	17,340.00		
VENDOR TOTALS									17,340.00
1054 TLM ASSOCIATES INC	J5402 - 68		6/15/2020	147471-C	7/31/2020	RE:F S WRIGHT DR WK-		19,302.78	
			315-43190-936			EX	19,302.78		

Date: 8/24/2020
Time: 14:56
User: NHETSTOC

CITY OF JACKSON
Invoice History Report

Page: 4
ID: AP4610

Number	Name	Invoice	Inv Date	PU Number	Check Num	Chk Date	Man	Description	Invoice Amt
			315-21121					AP 19,302.78	
			110-11213					CA 19,302.78	
1954 TLM ASSOCIATES INC	J5402 - 69	6/30/2020		147472-C	7/31/2020			RE:F E WRIGHT DR WK-	19,380.59
			315-43190-936					EX 19,380.59	
			315-21121					AP 19,380.59	
			110-11213					CA 19,380.59	
VENDOR TOTALS									38,683.37
16262 TN DEPARTMENT OF SAFETY 31168		6/30/2020		147272-C	7/31/2020			MISC FINES/FEES/VIOL	11,436.57
			110-21127					EX 11,436.57	
			110-21121					AP 11,436.57	
			110-11213					CA 11,436.57	
16262 TN DEPARTMENT OF SAFETY 31175		8/10/2020		147553-C	8/14/2020			MISC FINES/FEES/VIOL	10,993.63
			110-21127					EX 10,993.63	
			110-21121					AP 10,993.63	
			110-11213					CA 10,993.63	
VENDOR TOTALS									22,430.20
1365 TN DEPT OF LABOR/WORKFO STMT-06-30-2020		6/30/2020		147473-C	7/31/2020			UNEMP JNS-EMP#650-07	98,329.72
			110-41900-147					EX 98,329.72	
			110-21121					AP 98,329.72	
			110-11213					CA 98,329.72	
VENDOR TOTALS									98,329.72
3936 WASTE MANAGEMENT	08/01/20A	8/01/2020		147769-C	8/14/2020			COMM LOOSE/RES PU &	232,805.47
			131-43230-297					EX 232,805.47	
			131-21121					AP 232,805.47	
			110-11213					CA 232,805.47	
3936 WASTE MANAGEMENT	6/30/20-A	6/30/2020		147502-C	7/31/2020			COMM PU/ADJS-H&S	236,665.53
			131-43230-298					EX 236,665.53	
			131-21121					AP 236,665.53	
			110-11213					CA 236,665.53	
3936 WASTE MANAGEMENT	6/30/20-B	6/30/2020		147502-C	7/31/2020			ROLLOFF/ADJS-H&S	101,410.08
			131-43230-298					EX 101,410.08	
			131-21121					AP 101,410.08	
			110-11213					CA 101,410.08	
3936 WASTE MANAGEMENT	6/30/20-C	6/30/2020		147502-C	7/31/2020			COMM LOOSE/RES PU &	233,669.96
			131-43230-297					EX 233,669.96	
			131-21121					AP 233,669.96	
			110-11213					CA 233,669.96	
3936 WASTE MANAGEMENT	7/1/2020B	7/01/2020		147769-C	8/14/2020			COMM PU/ADJS-H&S	238,965.09
			131-43230-298					EX 238,965.09	

Date: 8/24/2020
Time: 14:56
User: WHEISTOC

CITY OF JACKSON
Invoice History Report

Page: 5
Id: AP4610

Number	Name	Invoice	Inv Date	PO Number	Check Num	Chk Date	Man	Description	Invoice Amt
			131-21121				AP	238,965.09	
			110-11213				CA	238,965.09	
3936	WASTE MANAGEMENT	8/1/2020C	8/01/2020		147769-C	8/14/2020		ROLLOFF-H&S	104,045.88
			131-43230-298				EX	104,045.88	
			131-21121				AP	104,045.88	
			110-11213				CA	104,045.88	
VENDOR TOTALS									1,147,562.01
29916	WILSON COUNTY MOTORS LL	07/24/20	7/24/2020		147773-C	8/14/2020		'20 CHEVY SILVERADO	29,501.50
			315-42220-900				EX	29,501.50	
			315-21121				AP	29,501.50	
			110-11213				CA	29,501.50	
VENDOR TOTALS									29,501.50
30512	WM CORPORATE SERVICES I	4884293-2268-5	8/03/2020		147774-C	8/14/2020		TEMP CONTAINERS-H&S	19,669.67
			131-43230-243				EX	19,669.67	
			131-21121				AP	19,669.67	
			110-11213				CA	19,669.67	
VENDOR TOTALS									19,669.67
GRAND TOTAL									3,751,099.82