

Finance & Administration Committee Meeting
January 19, 2021
4:00 p.m.

1. Discussion on City Property – N. Main St., CPD Bldg., Jaycee Bldg.
2. Update on Sinkhole at South Fire Station
3. Discussion on the Charter Revision
4. Park & Recreation Proposal for Park System Repairs

COMMERCIAL EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

1 **BROKER (listing company):** COVINGTON REALTY & AUCTION, LLC
2 **ADDRESS OF COMPANY:** 104 COURT SQUARE E COVINGTON TN 38019
3 **OWNER / SELLER:** CITY OF COVINGTON
4 **ADDRESS OF OWNER / SELLER:** P.O. BOX 768 COVINGTON TN 38019

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and
6 sufficiency of which is hereby acknowledged, CITY OF COVINGTON
7 as seller (hereinafter referred to as "Seller") and COVINGTON REALTY & AUCTION, LLC firm
8 and its licensees (hereinafter collectively referred to as "Firm") do hereby enter into this Commercial Exclusive Right to Sell
9 Listing Agreement ("Agreement"), this 12th day of January, 2021 ("Effective Date").

10 1. **Exclusive Listing Agreement.** Seller hereby grants to Firm the exclusive right and privilege as the Agent of the
11 Seller to show and offer for sale the following described property as the real estate broker for Seller: All that tract of land
12 known as: 129-133 E PLEASANT AVE. (Address),
13 COVINGTON (City), Tennessee, 38019-2506 (Zip), as recorded in TIPTON County Register
14 of Deeds Office, _____ deed book(s), _____ page(s), and/or _____ instrument
15 number and further described as: MAP: 041CD PARCEL: 009.00 (OLD COVINGTON POLICE STATION)
16 together with all fixtures, landscaping, improvements, leases, mineral rights, air rights, and appurtenances (unless
17 otherwise noted in Special Stipulations), all hereinafter collectively referred to as the "Property", as more particularly
18 described in Exhibit "A", or if no Exhibit "A" is attached, as is recorded with the Register of Deeds of the county in which
19 the Property is located and is made a part of this Agreement by reference. The term of this Agreement shall begin on
20 January 12, 2021 and shall continue through JANUARY 31, 2022 (hereinafter referred to as
21 "Listing Period"). If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof
22 shall continue until final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

23 2. **Firm's Duties to Seller.** Firm's sole duties to Seller shall be to: (a) use Firm's best efforts to procure a buyer ready,
24 willing, and able to purchase Property at a sales price of \$ 310,000.00 (including commission) or any other
25 price acceptable to Seller; (b) assist to the extent requested by Seller in negotiating the terms of and filling out a preprinted
26 real estate purchase and sale agreement; and (c) comply with all applicable laws and regulations in performing its duties
27 hereunder including Tenn. Code Ann. § 62-13-101, et seq., and the Tennessee Real Estate Commission Rules, as amended.

28 3. **Seller's Duties.** Seller represents that Seller: (a) presently has title to the Property or has full authority to enter into this
29 Agreement; (b) will cooperate with Firm to sell the Property to prospective buyers, including directing all other agents to
30 the Firm; (c) will make the Property available for showing at reasonable times as requested by Firm; and (d) will provide
31 Firm with accurate information regarding the Property (including information concerning all adverse material facts
32 pertaining to the physical condition of the Property). Seller will have the additional responsibility to provide Firm with
33 the following documents if they are accessible to Seller:

- 34 a. The most recent property tax assessments and tax bills;
- 35 b. The most recent title insurance policy insuring the Property, including complete and legible copies of all
36 documents (whether or not recorded) which are referenced therein as title exceptions;
- 37 c. The most recent survey, ALTA (American Land Title Association) of the Property or if such a survey is not
38 available, the most recent survey of the Property prepared by a licensed Tennessee surveyor;
- 39 d. All soil reports covering any of the Property;
- 40 e. All cruise reports of existing timber on the Property;
- 41 f. All plans and specifications for Property improvements, including without limitation, diagrams of any outdoor
42 irrigation system;
- 43 g. All existing leases and subleases (including concession and license agreements for use of space within the
44 Property) and any amendments and letter agreements relating thereto, together with all correspondence to and
45 from tenants, and a written summary of any leases currently in negotiation, specifying the tenant, premises to be
46 leased, rents, and term and outlining all other material deal points;

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- h. All current insurance policies, together with a written summary of insurance coverage and premiums by policy type;
- i. All certificates of occupancy;
- j. All contractor, vendor, manufacturer and other warranties with respect to all real property improvements, fixtures, equipment and personal property to be conveyed;
- k. All equipment leases and services and vendor contracts (including all amendments and side-letter agreements relating thereto);
- l. All environmental (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including any wetlands reports;
- m. A current rent roll for the Property together with monthly income and expense reports for the period of Seller's ownership of the Property (or for the previous 36 months if shorter);
- n. A written summary of all pending or threatened litigation, insurance claims and notices of legal violations, together with the pertinent notices, demands, pleadings and other documents;
- o. All reports, assessments or studies regarding actions required to bring the Property into compliance with the Americans with Disabilities Act or any similar state statute or local ordinance or code;
- p. A schedule of special assessment districts and assessment amounts, if any;
- q. A schedule of impact fees paid or owing on the Property, if any;
- r. A schedule of allowances or rebates due on tenant improvements, if any, and proof of insurance from individual tenants (including, as tenants, any space concessionaires of licensees);
- s. All maintenance records for the Property;
- t. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation and maintenance of the Property;
- u. All assignments, sales documentation or lease documents concerning mineral and/or air rights; and
- v. Other documents which are reasonably requested by a potential buyer during the Due Diligence Period.

4. Marketing.

Firm may advertise the Property for sale in all media and may photograph and/or videotape the Property and use the photographs and/or videotapes in connection with Firm's marketing efforts. Seller agrees not to place any advertisements on the Property or to advertise the Property for sale in any media except with the prior written consent of Firm. Firm is also hereby authorized to place Firm's "For Sale" sign on the Property. Firm is authorized to procure buyers to purchase the Property in cooperation with other real estate brokers and their affiliated licensees. Firm is hereby granted the authority to advertise this listing on the Internet. Firm is additionally permitted to file this listing with any Multiple Listing Services (MLS(es)) or similar service(s) of which Firm 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. Firm may distribute listing and sales information (including the sales price) to buyers, other real estate brokers and their affiliated licensees, and/or multiple listing services or similar services. Firm and other real estate brokers and their affiliated licensees may show the Property without first notifying Seller.

5. Compensation.

A. Terms. Seller agrees to pay Firm, no later than at closing, a real estate commission of SIX percent (6 %) of the purchase price of the Property or \$ 0.00 in the event that during the Listing Period,

(a) Firm procures a ready, willing, and able buyer who has entered into a purchase agreement or an agreement of exchange for the Property at the price described above;

(b) Seller enters into an enforceable contract for the sale or exchange of the Property with any buyer; or

(c) Seller enters into an option to purchase agreement during the Listing Period and buyer exercises said option.

B. Cooperating Compensation. Firm shall share this compensation with a cooperating broker, if any, who procures the buyer of the Property by paying such cooperating broker 3 % of Firm's commission or \$ 0.00. Said cooperating broker is the agent or facilitator who represents the interests of and/or is working with the buyer. Cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement only for the purposes of enforcing their commission rights as cooperating brokers.

C. Carry Over. Should the Seller contract to sell or exchange or an option agreement is executed for the Property within 190 days after the expiration of this Agreement to any buyer (or anyone acting on buyer's behalf) who has been introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the compensation as set forth herein at the closing of the sale or exchange of the Property. This includes but is not limited

103 to any introduction or exposure to the Property by advertisements or postings appearing in any medium which
104 originated as a result of listing the Property with Firm. Notwithstanding the above, in the event that the Property is
105 sold to the prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to
106 sell contract or exclusive agency contract, after the date of expiration of the Listing Period, then no compensation shall
107 be owed to Firm by virtue of this Agreement. The compensation obligations set forth herein shall survive the
108 termination of this Agreement.

109 **D. Seller Breach or Failure to Close.** In the event that a ready, willing, and able buyer is produced and a contract
110 results, the Seller is obligated to compensate the Firm in the event that the Seller unlawfully fails to close by Seller's
111 breach of the contract. In the event that this occurs, Seller agrees to compensate Firm in an amount equal to the
112 compensation which would have been due and owing Firm had the transaction closed. Such compensation will be
113 payable without demand. Should the Firm consent to release the Listing prior to the expiration of the Listing Period,
114 Seller agrees to pay all costs incurred by the Firm to market the Property as a cancellation fee or other amount as
115 agreed to by the parties, in addition to any other sums that may be due to the Firm. Seller agrees to pay all reasonable
116 attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Seller's
117 obligations to pay compensation under this Listing Agreement. The parties hereby agree that all remedies are fair and
118 equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

119 **E. Buyer Breach or Failure to Close.** Seller and Firm hereby agree that in the event of a failure of buyer to close under
120 an enforceable contract, actual compensation earned by the Firm would be extremely difficult or impractical to
121 ascertain. Accordingly, the parties agree that Firm shall be entitled to collect fifty percent (50%) of any Earnest
122 Money/Trust Money remitted to Seller up to the amount of compensation that would have been earned had the contract
123 closed, which the parties agree is a reasonable sum considering all of the circumstances existing as of the date of this
124 Agreement. The parties agree that said amount does not constitute a penalty. Moreover, such partial compensation
125 shall be credited against any future compensation due under this Listing Agreement or any extensions thereof.
126 Notwithstanding the foregoing, if the Seller prevails in a specific performance lawsuit then the Firm shall be entitled
127 to full compensation as outlined herein. The parties hereby agree that all remedies are fair and equitable and neither
128 party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

129 **6. Earnest Money/Trust Money.** Firm is authorized to accept from buyer a deposit as Earnest Money/Trust Money to be
130 applied to the purchase price for the Property. Such deposit is to be held by Firm in an escrow or trustee account or
131 forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or
132 option agreement until disbursed in accordance with the terms of said agreement.

133 **7. Seller Indemnity.** Seller agrees that Firm is only responsible to pay compensation under the terms of this Agreement to
134 agents within the Firm or cooperating brokers who have dealt directly with the Firm in the sale of this Property. Seller
135 further agrees to hold Firm harmless and indemnify it from any claim, demand, action, liability or proceedings resulting
136 from claims for compensation made by anyone other than Firm or said cooperating brokers who have dealt directly with
137 the Firm in the sale of this Property and to provide for defense costs including reasonable attorney's fees for agents and
138 Firm in such an event. This indemnification shall survive the Closing and any other termination of this Agreement.

139 **8. Limits on Firm's Authority and Responsibility.** Seller acknowledges and agrees that Firm: (a) may show other properties
140 to prospective buyers who are interested in Seller's Property; (b) is not an expert with regard to matters that could be
141 revealed through a survey, title search, or inspection of the Property; for the condition of the Property, any portion thereof,
142 or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to the Property;
143 for hazardous or toxic materials; for the availability and cost of utilities, septic or community amenities; for any conditions
144 existing off the Property that may affect the Property; for uses and zoning of the Property, whether permitted or proposed;
145 for applicable boundaries of school districts or other school information; for proposed or pending condemnation actions
146 involving the Property; for the appraised or future value of the Property; for termites and wood destroying organisms; for
147 building products and construction techniques; for the tax or legal consequences of a contemplated transaction; or for
148 matters relating to financing (Seller acknowledges that Firm (including its broker and affiliated licensees) is not an expert
149 with respect to the above matters and is hereby advised to seek independent expert advice on any of these matters which
150 are of concern to Seller. Seller further acknowledges that he has not relied upon any advice, representations or statements
151 of Firm (including its broker and affiliated licensees) and waives and shall not assert any claims against Firm (including
152 its broker and affiliated licensees) involving same); (c) shall owe no duties to Seller nor have any authority to act on behalf
153 of Seller other than what is set forth in this Agreement and those duties contained in the Tennessee Real Estate Broker
154 License Act of 1973 and the Tennessee Real Estate Commission Rules, as amended; (d) may make all disclosures required
155 by law and/or the Realtors® Code of Ethics; and (e) may disclose all information about the Property to others.

156 Seller agrees to hold Firm (including its broker and affiliated licensees) harmless from any and all claims, causes of action,
157 or damages (and shall indemnify Firm (including its broker and affiliated licensees) therefore) arising out of or relating to:
158 (a) Seller providing Firm incomplete and/or inaccurate information; (b) the handling of Earnest Money/Trust Money by

159 anyone other than Firm (if such earnest money/trust money is entrusted to such person by Seller); or (c) any injury to
160 persons on the Property and/or loss of or damage to the Property or anything contained therein.

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

164 **9. Foreign Investment in Real Property Tax Act ("FIRPTA") Disclosure.**

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

169 *Non United States citizen;*

170 *Non resident alien; or*

171 *Foreign corporation, partnership, trust, or estate.*

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

173 **10. Extension.** If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract which
174 is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be extended for
175 the number of days that the Property was under contract.

176 **11. Required State Law Disclosures.**

177 (a) Firm agrees to keep confidential all information which Seller asks to be kept confidential by express request or
178 instruction unless Seller permits such disclosure in writing, by Seller's subsequent work or conduct or such disclosure is
179 required by law or the Realtor® Code of Ethics.

180 (b) Firm may not knowingly give customers false information.

181 (c) In the event of a conflict between Firm's duty not to give customers false information and the duty to keep the
182 confidences of Seller, the duty not to give customers false information shall prevail.

183 (d) Unless specified below in Special Stipulations, Firm has no other known agency relationships with other parties which
184 would conflict with any interests of Seller (except that Firm may represent other buyers, sellers, landlords, and tenants in
185 buying, selling or leasing property).

186 **12. Types of Agency.**

187 **A. Definitions**

188 1. **Designated Agent for the Seller.** The individual licensee that has been assigned by his/her Managing Broker
189 and is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the
190 exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents a
191 possible buyer for this Seller's Property, the Designated Agent for the Seller will continue to work as an advocate
192 for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be
193 established without a written agency agreement.

194 2. **Agent for the Seller.** The licensee's company is working as an agent for the Property Seller and owes primary
195 loyalty to the Seller. Even if the licensee is working with a prospective buyer to locate property for sale, rent, or
196 lease, the licensee and his/her company are legally bound to work in the best interests of any Property Owners
197 whose Property is shown to this prospective buyer. An agency relationship of this type cannot, by law, be
198 established without a written agency agreement.

199 3. **Facilitator / Transaction Broker (not an agent for either party).** The licensee is not working as an agent for
200 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a
201 transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be
202 used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law,
203 any licensee or company who has not entered into a written agency agreement with either party in the transaction
204 is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

205 4. **Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
206 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
207 full disclosure to each party and with each party's informed consent.

208 **B. Seller's Authorizations:**

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1. Designated Agency

- a. **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 Firm. A Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if a Designated Agent for the buyer (other than the licensee below) is also associated with Firm. The Managing Broker hereby appoints CHRISTINE CHRISTMAS & KATHRYN MCGOWAN to be the Designated Agent to the Seller in this transaction.
- b. **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 Firm. This shall be accomplished through an amendment to this Agreement, if necessary.
- c. **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.
- d. **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.

2. Seller Agency

- a. **Default to Facilitator.** Seller hereby authorizes Firm and Listing Licensee to default to Facilitator status (representing the interests of neither the Seller nor the buyer) in any Property showings, negotiations, or transactions in which the Firm may also have a representation agreement with the buyer who is also being assisted by the Listing Licensee. In such event, Agent shall immediately notify (verbally) both the buyer and the Seller of the need to default to this Facilitator status and notification shall be confirmed in writing prior to the execution of the contract. As a Facilitator, Firm and Firm's licensee may assist the parties and provide information in subsequent negotiations in that transaction.
- b. **Resumption of Agency Status.** In the event that Firm and Listing Licensee default 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 represented by the Facilitator is resolved (either because the transaction is closed or contemplated transaction between the parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the Firm and Listing Licensee shall immediately revert back to their status as Agent for the Seller.

13. **Agency.** Pursuant to Firm policy, Firm shall practice DESIGNATED AGENT (Designated or Seller Agency – choose one) in this transaction.

14. 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. **Time of Essence.** Time is of the essence in this Agreement.
- 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. **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.

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E. 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.

F. Party Information.

Seller's address:
P.O. BOX 768
COVINGTON, TN 38019
Email:

Firm's address:
104 COURT SQUARE E
COVINGTON, TN 38019
Email: COVINGTONREALTY@GMAIL.COM

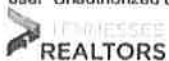
G. Fair Housing. Firm and his affiliated Licensees shall provide services without regard to race, color, creed, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property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

15. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding section, said exhibit or addendum shall control:
Exhibit "A" Legal Description

16. Special Stipulations. The following Special Stipulations, if conflicting with any preceding section, shall control:

(Mark box if additional pages are attached.)

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317 **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have
318 questions about it, you should review it with your attorney. Neither the Firm nor any Agent or Facilitator is authorized
319 or qualified to give you any advice about the advisability or legal effect of its provisions.

320 **NOTE:** Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this
321 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
322 received a copy of this Agreement.

323 The above is hereby accepted, _____ o'clock ____ M. on the _____ day of _____,

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

325 *Christine Christmas Kathryn McGowan* COVINGTON REALTY & AUCTION, LLC
326 **BY: Broker or Licensee Authorized by Broker** **BROKER/FIRM**

327 01/12/2021 at _____ o'clock am/ pm 104 COURT SQUARE E
328 **Date** **Address** COVINGTON TN 38019

329 CHRISTINE CHRISTMAS & KATHRYN MCGOWAN **Phone:** _____
330 **Print/Type Name** **Email:** COVINGTONREALTY@GMAIL.COM

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

332 _____

333 **SELLER/OWNER** **SELLER/OWNER**

334 **By:** _____ **By:** _____

335 **Title:** _____ **Title:** _____

336 **Entity:** _____ **Entity:** _____

337 CITY OF COVINGTON _____

338 **Print/Type Name** **Print/Type Name**

339 01/12/2021 at _____ o'clock am/ pm _____ at _____ o'clock am/ pm
340 **Date** **Date**

341 P.O. BOX 768 COVINGTON _____

342 **Address** **Address**

343 **Phone:** _____ (H) _____ (Cell) **Phone:** _____ (H) _____ (Cell)
344 _____ (W) **Email:** _____ _____ (W) **Email:** _____

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WORKING WITH A REAL ESTATE PROFESSIONAL

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"):

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 any 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 give 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 a referral or the fact that a referral fee may be received.

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:

8. 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;
9. 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
10. 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 above duties contained in 10. above, 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.

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41 **Responsibilities of Sellers and Buyers regarding presence of Recording Devices:**

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

45 Buyer is advised of the possibility that some properties may utilize security devices that record physical movements
46 or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition
47 while viewing any property.

AN EXPLANATION OF TERMS

48 **Facilitator/Transaction Broker (not an agent for either party).** The Licensee is not working as an agent for either party in
49 this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be
50 considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of,
51 "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a
52 written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time
53 as an agency agreement is established.]

54 **Agent for the Seller.** The Licensee's company is working as an agent for the property seller and owes primary loyalty to the
55 seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and
56 his/her company are legally bound to work in the best interests of any property owners whose property is shown to this
57 prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

58 **Agent for the Buyer.** The Licensee's company is working as an agent for the prospective buyer, owes primary loyalty to the
59 buyer, and will work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be
60 established without a written buyer agency agreement.

61 **Disclosed Dual Agent (for both parties).** Refers to a situation in which the Licensee has agreements to provide services as
62 an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency
63 status may only be employed upon full disclosure to each party and with each party's informed consent.

64 **Designated Agent for the Seller.** The individual Licensee that has been assigned by his/her Managing Broker and is working
65 as an agent for the Seller or property owner in this consumer's prospective transaction, to the exclusion of all other licensees
66 in his/her company. Even if someone else in the Licensee's company represents a possible buyer for this Seller's property, the
67 Designated Agent for the Seller will continue to work as an advocate for the best interests of the Seller or property owner. An
68 agency relationship of this type cannot, by law, be established without a written agency agreement.

69 **Designated Agent for the Buyer.** The individual Licensee that has been assigned by his/her Managing Broker and is working
70 as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company.
71 Even if someone else in the Licensee's company represents a seller in whose property the Buyer is interested, the Designated
72 Agent for the Buyer will continue to work as an advocate for the best interests of the Buyer. An agency relationship of this
73 type cannot, by law, be established without a written agency agreement.

74 **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a
75 negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or
76 present a significant health risk to occupants of the property.

77 **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information
78 revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the Licensee
79 disclosed an agency relationship with that other party. AFTER the Licensee discloses that he/she has an agency relationship
80 with another party, any such information which the consumer THEN reveals must be passed on by the Licensee to that other
81 party.

X

82
83 BUYER / SELLER CITY OF COVINGTON Date BUYER / SELLER Date
84 C. Christmas & R. McGowan 1/12/2021
85 Real Estate Licensee c. CHRISTMAS & R. MCGOWAN Date Real Estate Company Date

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CONFIRMATION OF AGENCY STATUS

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

7 The real estate transaction involving the property located at:
 8 129-133 E PLEASANT AVE.

COVINGTON TN 38019-2506

PROPERTY ADDRESS

10 SELLER NAME: <u>CITY OF COVINGTON</u> 11 LICENSEE NAME: <u>CHRISTINE CHRISTMAS & KATHRYN MCGOWAN</u> 12 in this consumer's current or prospective transaction is 13 serving as: 14 <input type="checkbox"/> Transaction Broker or Facilitator. 15 (not an agent for either party). 16 <input type="checkbox"/> Seller is Unrepresented. 17 <input type="checkbox"/> Agent for the Seller. 18 <input checked="" type="checkbox"/> Designated Agent for the Seller. 19 <input type="checkbox"/> Disclosed Dual Agent (for both parties), 20 with the consent of both the Buyer and the Seller 21 in this transaction.	BUYER NAME: _____ LICENSEE NAME: _____ in this consumer's current or prospective transaction is serving as: <input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party). <input type="checkbox"/> Buyer is Unrepresented. <input type="checkbox"/> Agent for the Buyer. <input type="checkbox"/> Designated Agent for the Buyer. <input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.
--	---

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

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

34 K
 35 Seller Signature CITY OF COVINGTON Date _____ Buyer Signature _____ Date _____
 36
 37 Seller Signature C. Christmas & K. McGowan Date 1/12/2021 Buyer Signature _____ Date _____
 38 Listing Licensee C. CHRISTMAS & K. MCGOWAN Date _____ Selling Licensee _____ Date _____
 39

40 COVINGTON REALTY & AUCTION, LLC
 41 Listing Company _____ Selling Company _____

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DISCLAIMER NOTICE

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

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

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

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

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

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

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

40 **7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
41 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
42 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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43 **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc.,
44 while sometimes used to set an asking price or an offer price, is **not** an appraisal.

45 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND**
46 **ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or
47 private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary
48 survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc.,
49 clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys,
50 plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.

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

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

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

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

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

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

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

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- 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 **17. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition
 99 of the property are acceptable prior to signing a contract. Broker makes no representations as to suitability of
 100 a property to your needs. You acknowledge that any images or other marketing materials provided by the seller
 101 or brokers involved in the transaction electronically or in print may not display the property's features, flaws,
 102 odor(s), or size and that you will not rely on such images when purchasing a property.
- 103 **18. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media
 104 used in the marketing of the property may continue to remain in publication after Closing. You agree that
 105 Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker
 106 is not in control.
- 107 **The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media**
 108 **representations or verbal representations of any real estate licensee relative to any of the matters itemized**
 109 **above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they**
 110 **secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice**
 111 **for the advice and counsel about these and similar concerns.**

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

113 X

114 CLIENT/CUSTOMER CITY OF COVINGTON CLIENT/CUSTOMER

115 01/12/2021 at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

116 **Date** **Date**

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COVID-19 RELEASE

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

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

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

13 **After carefully considering all the potential risks involved, I hereby assume the same and agree to release,**
14 **hold-harmless, indemnify, and defend** Covington Realty & Auction LLC
15 **(Brokerage name) and its licensees, employees, officers, agents, contractors and vendors from and against,**
16 **all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-**
17 **19, associated with me either viewing and/or inspecting property occupied by others, or allowing others to**
18 **enter property which I own.**

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

20 K

21 SELLER/OWNER/BUYER/TENANT

SELLER/OWNER/BUYER/TENANT

22 _____ at _____ o'clock am/ pm

_____ at _____ o'clock am/ pm

23 **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>

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Christine C Christmas

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Is involved as a



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RF309 - COVID-19 Release, Page 1 of 1

Version 01/01/2021

CHARTER OF THE CITY OF COVINGTON, TENNESSEE¹

Chapter 132 House Bill No. 4072

AN ACT to amend Chapter 322 of the Acts of 1903; as amended by Chapter 219 of the Acts of 1909; Chapter 31 of the Private Acts of 1913 (First Extraordinary Session); Chapter 402 of the Private Acts of 1919; Chapter 381 of the Private Acts of 1929; Chapter 570 of the Private Acts of 1931; Chapter 598 of the Private Acts of 1931; Chapter 192 of the private acts of 1933; chapter 747 of the private acts of 1933; chapter 749 of the private acts of 1933; chapter 297 of the private acts of 1937; chapter 240 of the private acts of 1941; chapter 698 of the private acts of 1951; chapter 32 of the private acts of 1953; chapter 11 of the private acts of 1961; chapter 230 of the private acts of 1963; chapter 231 of the private acts of 1963; chapter 406 of the private acts of 1968; chapter 226 of the private acts of 1974; chapter 224 of the private acts of 1974; chapter 140 of the private acts of 1975; chapter 139 of the private acts of 1975; chapter 343 of the private acts of 1982; chapter 10 of the private acts of 1993 and chapter 80 of the private acts of 2004; chapter _____ of the private acts of 2021; and Any Other acts Amendatory Thereto, Relative to the charter of the City of Covington.

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¹Priv. Acts 2006, ch. 132, is the current basic charter act for the City of Covington, Tennessee. The text of the basic charter act set out herein includes all its amendments through the 2020 session of the Tennessee General Assembly. Sections of the charter which have been amended contain at the end of those sections the citation to the official act or acts constituting the amendment or amendments. No other changes have been made to the charter except the addition of a table of contents to facilitate its use. A list of all the acts including the basic charter appears at the end of the charter.

Acts of a temporary nature with no general or continuing application, such as bond authorization and validation acts have not been included in this compilation.

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**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF
TENNESSEE:**

SECTION 1. chapter 322 of the acts of 1903; as amended by chapter 219 of the acts of 1909; chapter 31 of the private acts of 1913 (First extraordinary Session); chapter 402 of the private acts of 1919; chapter 381 of the private acts of 1929; chapter 570 of the private acts of 1931; chapter 598 of the private acts of 1931; chapter 192 of the private acts of 1933; chapter 747 of the private acts of 1933; chapter 749 of the private acts of 1933; chapter 297 of the private acts of 1937; chapter 240 of the private acts of 1941; chapter 698 of the private acts of 1951; chapter 32 of the private acts of 1953; chapter 11 of the private acts of 1961; chapter 230 of the private acts of 1963; chapter 231 of the private acts of 1963; chapter 406 of the private acts of 1968; chapter 226 of the private acts of 1974; chapter 224 of the private acts of 1974; chapter 140 of the private acts of 1975; chapter 139 of the private acts of 1975; chapter 343 of the private acts of 1982; chapter 10 of the private acts of 1993 and chapter 80 of the private acts of 2004; chapter ____ of the private acts of 2021; and any other acts amendatory thereto, is amended by deleting such chapter, as amended, in its entirety except as provided in sections 2 and 5 of this Act and by substituting instead the following language to be the charter of the City of Covington:

Incorporation, name, and general powers

SECTION 1. The municipality of Covington, in the County of Tipton, and the inhabitants thereof, are hereby constituted a body politic and corporate by the style and name "City of Covington" and shall have perpetual succession by the corporate name; may sue and be sued, plead and be impleaded; grant, receive, purchase and hold real, mixed and personal property; may sell, lease, or dispose of the same for benefit of said municipality; and may do all other acts authorized by municipal, state and federal law as stated and implied powers of a municipality; and may have and use a corporate seal and change it at its pleasure.

Corporate boundaries

SECTION 2. The boundaries of the city shall be as provided in Chapter 322 of the Acts of 1903 and all other acts amendatory thereto, and in addition shall include annexations made pursuant to general law.

Composition of board of mayor and aldermen

SECTION 3. The legislative powers of the City of Covington shall be vested in and exercised by a Board of Mayor and Aldermen, elected under the provisions of this act, over whose meetings the Mayor shall preside. Any form of board action shall be passed by a majority of the entire

membership of the board. A quorum shall consist of four (4) members of the board. The Board of Mayor and Aldermen shall hold regular monthly meetings and hear and take action on ordinances, resolutions and other matters of City business. The Board of Mayor and Aldermen may appoint, promote, suspend, transfer and remove any officer, as the term is defined in *Tennessee Code Annotated* § 6-3-101, or employee of the City; or the Board may, in the Board's discretion, authorize the Mayor or head of a department or officer responsible to the Board to take such actions regarding subordinates in such department or office. The Board shall appoint such heads of administrative offices or organizational units, as the Board deems necessary. The Board may combine any such administrative offices herein or otherwise established. Except as otherwise provided in this charter, the compensation of all officers and employees of the City shall be fixed by the Board within the limits of the appropriations ordinance and in accordance with a comprehensive pay plan adopted by the Board.

Elections for and terms of mayor and aldermen; appointment,
term, and duties of recorder and treasurer

SECTION 4.

- 1) The Mayor shall be elected by popular vote at large and the six (6) Aldermen shall be elected two (2) from each district.
- 2) A nonpartisan election shall be conducted by the Tipton County Election Commission under the laws of the State of Tennessee, governing elections or by such officer or officers in such manner as the laws of the State may prescribe.
- 3) The candidate for Alderman receiving the highest number of votes in a district shall be elected and the candidate for the office of Mayor receiving the highest number of votes in the City shall be elected. If there is a tie vote between the two (2) or more persons having the highest number of votes for the office of Alderman or Mayor, *the members of the Board of Mayor and Aldermen as it existed prior to the election shall meet in a special called meeting as soon as practicable after the election results are certified to determine how the tie will be broken. First, the Board must decide whether to cast the deciding vote or to pass a resolution for a run-off election between the tied candidates. The vote on how to proceed shall be by roll call. If the Board decides to cast the deciding vote between the tied candidates the vote shall be by roll call.* The Board shall elect a candidate from those involved in the tie vote within 30 days of the date the election was certified.
- 4) If an area is hereafter annexed, such area shall be assigned to the Aldermanic district or districts closest and adjacent thereto. In order to assure that the districts shall be at all times as equal in population as practicable, revisions and changes of boundaries may be made; provided, however, there shall never be more than three (3) districts as heretofore

set forth. Districts may be be reapportioned every ten (10) years as may be necessary based upon the most recent federal census; provided, however, such districts shall not exceed three (3) in number. The Board shall have prepared a redistricting ordinance and community interests, non-discriminatory, and as equal in population as reasonably practicable. The ordinance shall be adopted within one hundred eighty (180) days of the publication of the national census of the State of Tennessee.

- 5) The Mayor and Aldermen shall hold office for a term of four (4) years or until their successors are elected and qualified.
- 6) The successful candidates will be sworn in and take office at the next regularly scheduled meeting of the Board of Mayor and Aldermen following their election.

All the officers of the City of Covington shall continue to hold their respective offices until their successors are elected and qualified.

Officers and ordinances under old charter

SECTION. 5. All the officers of the said City of Covington holding Chapter 322 of the Acts of 1903, as amended, shall hold over and remain in said offices, and shall have all the rights, powers, and duties connected with and pertaining to said offices until their successors are elected and qualified; and all ordinances in force and existing under and during the existence of the said amended charter of 1903, Chapter 322 of the Acts of 1903, as amended, shall remain in full force and effect under this charter until repealed or revoked by the said Board of Mayor and Aldermen of the said City of Covington.

Transfers of public property to new corporation

SECTION 6. All public buildings, squares, promenades, streets, highways, alleys, and all other property, real and personal, the title to which was in the Board of Mayor and Aldermen of the City of Covington pursuant to Chapter 322 of the Acts of 1903, as amended, are hereby transferred to the custody and control of the said corporation herein chartered, to remain public property for the uses to which said property has been hitherto applied.

Mayor and aldermen required to be residents

SECTION 7. Every person elected to the office of Mayor or Aldermen *shall have been a resident of the State of Tennessee and the City of Covington for at least one (1) year* immediately preceding the election and shall continue to reside within the corporate limits and their district during their term of office. *A person may not use a business or commercial address as a residence for purposes qualifying as a candidate for the office of Mayor or*

Aldermen unless the person provides evidence of their residential use of the property For purposes of determining a persons' qualifications for the office of Mayor or Aldermen based on their residence, the factors set forth in Tenn. Code Ann. § 2-2-122 shall be considered. In case of the removal of the Mayor or an Alderman of the City of Covington, their respective offices shall immediately become vacant. One-year residence within any area annexed in a year preceding an election shall be counted in meeting the residence requirement of this section. All candidates shall provide proof of eligibility and enter nominating petitions as required by the Tipton County Election Commission. No person shall become a candidate for Mayor or Alderman who has been convicted in the ten (10) years immediately preceding the date of the election of malfeasance in office, bribery, or other corrupt practice, a felony, or a crime involving moral turpitude. Any Mayor or Alderman so convicted shall forfeit such office. An employee of any division or department of the City of Covington shall not be qualified to run for an elected office of the City of Covington.

Elections and voting

SECTION 8. All persons who are qualified to vote for members of the General Assembly of the State, and who have been actual bona fide residents and citizens of the territory within the corporate boundaries of the City of Covington for at least thirty (30) days prior to the election, and all nonresidents who are qualified voters of the State of Tennessee and Tipton County owning a taxable freehold in Covington, shall be entitled to vote in City elections. However, in the case of nonresidents, pursuant to Tennessee Code Annotated, §2-2-107(a)(3), no more than two (2) persons shall be entitled to vote based upon the ownership of an individual tract of property regardless of the number of property owners.

Vacancies

SECTION 9. The Board of Mayor and Aldermen shall declare that a vacancy exists if the Alderman resigns, dies, moves his/her residence from the City, is convicted of malfeasance or misfeasance in office, a felony, a violation of this Charter or the election laws of the State, or a crime involving moral turpitude, fails to attend any meetings of the Board for a period of ninety (90) days with no extenuating circumstances or has been continuously disabled for a period of at least six (6) months so as to prevent him/her from discharging the duties of his/her office. Upon any of the foregoing occurrences the Board of Mayor and Aldermen shall address the question of a vacancy at the next regularly scheduled meeting of the board. Upon a vacancy being declared by the Board of Mayor and Aldermen the following shall occur to fill the vacancy.

- 1) The Recorder/Treasurer shall publish notice of the vacancy, and within thirty (30) days of a vacancy occurring, all qualified applicants shall appear before the Board of Mayor and Aldermen at

a regularly scheduled meeting to make known their intention to apply to fill the vacancy, and may make a brief statement to the Board at such meeting concerning: the reasons for their desire to serve on the Board, their qualifications to represent the district in which there is a vacancy, their background, education, training, employment, military service, volunteer work, and such other matters as may be appropriate to an evaluation of their application, and may answer questions from Board members. Candidates applying to fill a vacancy on the Board of Mayor and Aldermen shall be qualified in accordance with the Official Charter of the City of Covington and general state law.

- 2) Within fourteen (14) days of the regularly scheduled meeting of the Board of Mayor and Aldermen at which applicants appear to make known their intention to apply for the vacancy, the mayor, or vice-mayor in the absence of the mayor, shall hold a special called meeting of the Board of Mayor and Aldermen for the purpose of appointing an applicant to fill the unexpired term of the Board member whose office is vacant. Only those applicants who appeared at the previous regularly scheduled meeting and made known their intention to apply to fill the vacancy may be considered at the special called meeting for voting on the appointment.
 - a) The appointed applicant shall be appointed only upon receiving a majority vote of the entire membership of the Board of Mayor and Aldermen.
 - b) Each applicant's name shall be announced by the Recorder/Treasurer, and thereafter each Board member may vote for only one applicant by roll call voice vote by stating the name of the applicant they vote for. If any applicant receives a majority vote or more of the entire membership of the Board, that applicant shall be approved and appointed to fill the vacancy for the unexpired term of the vacant member.
 - c) If no applicant receives a majority vote or more of the entire membership of the Board during the first vote, then a second round of voting shall commence following the same procedure set forth above. At the conclusion of the second round of voting, any applicant who receives a majority vote or more of the entire membership of the Board shall be approved and appointed to fill the vacancy for the unexpired term of the vacant member.
 - d) If no applicant receives a majority vote or more of the entire membership of the Board during the second vote, then a third

round of voting shall commence. During the third round of voting, the Board shall not consider and no member of the Board may vote for the applicant having the lowest vote total during the preceding vote.

- e) Subsequent voting rounds, if necessary, shall be conducted in accordance with the provisions above until such time as an applicant shall have received a majority vote of the entire membership of the Board.

Upon approval and appointment by the Board of Mayor and Aldermen, the applicant shall immediately thereafter be sworn by the mayor, or vice-mayor in the absence of the mayor, and shall take their seat and hold office until the next general election.

City attorney

SECTION 10. The Mayor shall have the authority to employ a city attorney with the consent of the Board at a salary to be fixed by the Board.

Officers to take an oath

SECTION 11. Every officer, as the term is defined in *Tennessee Code Annotated* § 6-3-101, of the corporation, whether elected by the people or by the Board, shall before entering upon the discharge of the duties of the office, take an oath to support the Constitution and laws of the United States and the State of Tennessee.

Bonds of officers

SECTION 12. The Board of Mayor and Aldermen may by ordinance prescribe and require a bond or bonds of any officer elected by said Board or by the people or voters of the City of Covington and fix the amount and terms thereof.

Salaries, benefits and reimbursement allowances of officers

SECTION 13. The Mayor and Board of Aldermen shall, by ordinance, establish the salary, benefits and reimbursement allowances for the Mayor, Aldermen, City officers, and officials and elected and appointed committee members. Such salaries, benefits and reimbursement allowances may be changed by ordinance at any time, but the salary of officials elected by the people may not be increased or diminished during the term of office for which such officials were elected. The salaries for the Aldermen and the Mayor shall be set by ordinance at least ninety (90) days prior to the mayoral municipal election.

Regular meetings, special meetings and quorum of the board

SECTION 14. The Board of Mayor and Alderman shall hold regular meetings at least once monthly. Whenever, in the opinion of the Mayor, the welfare of the corporation demands it, the Mayor may call a special meeting of the Board of Mayor and Aldermen, and if the Mayor fails or refuses to call a special meeting of the said Board, any three (3) Aldermen may call such special meeting, and when the Board is convened under such special call by three (3) Aldermen, a quorum of said Board being present, if the Mayor or Vice-Mayor be absent, or shall refuse to take part in the said meeting, the Aldermen may elect one (1) of their number to preside at such special meeting of the Board.

Board's rules of procedure

SECTION 15. The Board of Mayor and Aldermen may determine its own rules of procedure, except as herein provided, and may, by ordinance, fix the punishment of members or other persons for disorderly conduct during the meeting of the Board, and enforce the same. The Mayor shall have power to direct that any person not a member of the Board who shall be guilty of boisterous or disorderly conduct as to disturb the session of the Board be ejected from the room where such meetings are held. For that purpose, the Mayor may call any member of the police force and as many other persons as deemed necessary; and the Board may, by ordinance, provide proper penalties for the refusal of any persons to obey the orders of the Mayor in such cases.

Recorder to keep minute books and ordinance books;
adoption of ordinances and resolutions

SECTION 16. All ordinances of the City of Covington and a full and complete record of the proceedings of the Board of Mayor and Aldermen shall be kept by the recorder, who shall keep a minute book and also a separate book called the "Ordinance Book" in which shall be recorded all the ordinances passed by the Board, with the date upon which they were passed. All ordinances and resolutions, before being introduced and received and considered by the Board, shall be reduced to writing. No ordinance shall be adopted without first having been passed on two (2) separate occasions., and no more than one (1) passage may be on one (1) day. Any ordinance may be rejected on its first or second consideration. No ordinance or resolution shall be adopted unless passed by the affirmative vote of the majority of the members of the board. However, it shall not be necessary to take any aye and no votes except on second consideration, and at which consideration the names of the members of the board voting for and against the same shall be entered on the minutes. Any ordinance introduced may pass the first

consideration on the day on which it is introduced. The Board of Mayor and Aldermen shall not suspend its rules so as to take up and pass an ordinance on more than one (1) consideration on the same day.

Form of ordinances

SECTION 17. All ordinances of the said City of Covington shall begin with an enacting clause as follows, to wit: "Be it enacted by the Board of Mayor and Aldermen of Covington, " and shall conclude with a provision as follows: "This ordinance shall take effect from and after its passage, the welfare of the corporation demanding it." But this section shall not prevent the Board of Mayor and Aldermen from substituting such time as they may desire in the concluding clause for the words "from and after its passage" and in such cases such ordinance shall take effect from and after the time stated.

Removal of officers elected by the people

SECTION 18. Members of the Board of Mayor and Aldermen and every other person holding any office of trust or profit, under and by virtue of any laws of the state and/or the City of Covington, Tennessee, who shall knowingly or willfully commit misconduct in office, or who shall knowingly or willfully neglect to perform any duty enjoined upon them by the laws of the state or City of Covington, Tennessee, or who shall in any public place be in a state of voluntary intoxication, or who shall engage in any form of illegal gambling, or who shall commit any act constituting a violation of any penal statute involving moral turpitude, shall forfeit such office and shall be ousted from such office pursuant to the manner and procedures set forth in *Tennessee Code Annotated § 8-47-101 et seq.*

Miscellaneous powers enumerated

SECTION 19. The Board of Mayor and Aldermen of the City of Covington shall have power to:

- 1) Assess, levy and collect taxes for all general and special purposes on all subjects or objects of taxation, and privileges taxable by law for state, county or municipal purposes.
- 2) Adopt classifications of the subjects and objects of taxation that are not contrary to law.
- 3) Make special assessments for local improvements.
- 4) Contract and be contracted with.
- 5) Incur debts by borrowing money or otherwise, and give any appropriate evidence thereof, in the manner hereinafter provided.

- 6) Issue and give, sell, pledge or in any manner dispose of, negotiable or nonnegotiable interest-bearing or non-interest bearing bonds, warrants, promissory notes or orders of the City, upon the credit of the City or solely upon the credit of specific property owned by the City or solely upon the credit of income derived from any property used in connection with any public utility owned or operated by the City, or solely upon the credit of the proceeds of special assessments for local improvements, or upon any two (2) or more such credits.
- 7) Expend the money of the City for all lawful purposes.
- 8) Acquire or receive and hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real or personal, and any estate or interest therein, within or without the City or state.
- 9) Condemn property, real or personal, or any easement, interest, or estate or use therein, either within or without the City, for present or future public use; the condemnation shall be effected in accordance with the terms and provisions of title 29, chapter 16, or in any other manner provided by law.
- 10) Take and hold property within or without the City or state upon trust, and administer trusts for the public benefit.
- 11) Acquire, construct, own, operate and maintain, or sell, lease, mortgage, pledge or otherwise dispose of public utilities or any estate or interest therein, or any other utility of service to the City, its inhabitants, or any part thereof, and further, may issue debt for these purposes under the Local Government Public Obligations Act, compiled in title 9, chapter 21.
- 12) Grant to any person, firm, association or corporation (including the City) franchises for public utilities and public services to be furnished the City and those therein. The power to grant franchises embraces the power to grant exclusive franchises. Whenever an exclusive franchise is granted, it shall be exclusive not only as against any other person, firm, association, or corporation, but also against the City itself. Franchises may be granted for a period of twenty-five (25) years or less, but not longer. The Board may prescribe, in each grant of a franchise, the rate, fares, charges and regulations that may be made by the grantee of the franchise in accordance with state and federal law. Franchises may by their terms apply to the territory within the corporate limits of the City at the date of the franchises, and as the corporate limits may be enlarged, and to the existing streets, alleys and thoroughfares that thereafter may be opened.
- 13) Make contracts with any person, firm, association or corporation for public utilities, public services to be furnished the City and those therein. The power to make contracts embraces the power to make exclusive contracts. When an exclusive contract is entered into, it shall be exclusive

against any other person, firm, association or corporation. These contracts may be entered into for a period of twenty- five (25) years or less, but not longer. The Board may prescribe in each such contract entered into the rates, fares, charges, and regulations that may be made by the person, firm, association or corporation with whom the contract is made. Such contracts may by their terms apply to the territory within the corporate limits of the City at the date of the contract, and as the corporate limits may be enlarged, and to the then existing streets, alleys and thoroughfares and to any other streets, alleys and other thoroughfares that thereafter may be opened.

- 14) Prescribe reasonable regulations regarding the construction, maintenance, equipment, operation and service of public utilities, compel reasonable extensions of facilities for these services, and assess fees for the use of or impact upon these services. Nothing herein shall be construed to permit the alteration or impairment of any of the terms or provisions of any exclusive franchise granted or of any exclusive contract entered into under subdivisions (12) and (13).
- 15) Establish, open, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct, maintain, light, sprinkle and clean public highways, streets, boulevards, parkways, sidewalks, alleys, parks, public grounds, public facilities, libraries and squares, wharves, bridges, viaducts, subways, tunnels, sewers and drains within or without the corporate limits, regulate their use within the corporate limits, assess fees for the use of or impact upon such property and facilities, and take and appropriate property therefore under the provisions of §§7-31-107 - 7-31-111 and 29-16-114, or any other manner provided by general laws.
- 16) Construct, improve, reconstruct and re-improve by opening, extending, widening, grading, curbing, guttering, paving, graveling, macadamizing, draining or otherwise improving any streets, highways, avenues, alleys or other public places within the corporate limits, and assess a portion of the cost of these improvements on the property abutting on or adjacent to these streets, highways or alleys under, and as provided by, title 7, chapters 32 and 33.
- 17) Assess against abutting property within the corporate limits the cost of planting shade trees, removing from sidewalks all accumulations of snow, ice and earth, cutting and removing obnoxious weeds and rubbish, street lighting, street sweeping, street sprinkling, street flushing, the cleaning and rendering sanitary or removing, abolishing and prohibiting of closets and privies, in such manner as may be provided by general law or by ordinance of the Board.
- 18) Acquire, purchase, provide for, construct, regulate and maintain and do all things relating to all marketplaces, public buildings, bridges, sewers and other structures, works and improvements.

- 19) Collect and dispose of drainage, sewage, ashes, garbage, refuse or other waste, or license and regulate their collection and disposal, and the cost of collection, regulation or disposal may be funded by taxation, special assessment to the property owner, user fees or other charges.
- 20) License and regulate all persons, firms, corporations, companies and associations engaged in any business, occupation, calling, profession or trade not prohibited by law.
- 21) Impose a license tax upon any animal, thing, business, vocation, pursuit, privilege or calling not prohibited by law.
- 22) Define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, businesses, occupations, callings, trades, uses of property and all other things whatsoever detrimental, or liable to be detrimental, to the health, morals, comfort, safety, convenience or welfare of the inhabitants of the City, and exercise general police powers.
- 23) Prescribe limits within which business occupations and practices liable to be nuisances or detrimental to the health, morals, security or general welfare of the people may lawfully be established, conducted or maintained.
- 24) Inspect, test, measure and weigh any article for consumption or use within the City, and charge reasonable fees therefore, and provide standards of weights, tests and measures consistent with the provisions of general law.
- 25) Regulate the location, bulk, occupancy, area, lot, location, height, construction and materials of all buildings and structures consistent with the provisions of general law, and inspect all buildings, lands and places as to their condition for health, cleanliness and safety, and when necessary, prevent their use and require any alteration or changes necessary to make them healthful, clean or safe.
- 26) Provide and maintain charitable educational, recreative, curative, corrective, detentive, or penal institutions, departments, functions, facilities, instrumentalities, conveniences and services;
- 27) Purchase or construct, maintain and establish a workhouse for the confinement and detention of persons who violate laws within the corporate limits of the City, or contract with the county to keep these persons in the workhouse of the county for such violations.
- 28) Enforce any ordinance, rule or regulation by fines, forfeitures and penalties, and by other actions or proceedings in any court of competent jurisdiction; and provide by ordinance for court-costs and other fees in accordance with the Municipal Court Reform Act compiled in title 16, chapter 18, part 3..

- 29) Regulate, tax, license or suppress the keeping or going at large of animals within the City, impound the, and in default of redemption, they may be sold, given away to proper home or humanely destroyed.
- 30) Call elections as herein provided.
- 31) Have and exercise all powers that now or hereafter it would be competent for this charter specifically to enumerate, as fully and completely as though these powers were specifically enumerated.
- 32) *Create a design review commission, which shall have the authority to develop general guidelines and to develop procedures for the approval of the guidelines for the exterior appearance of all nonresidential property, multiple family residential property, and any entrance to nonresidential developments within the municipality; provided, that the authority is subordinate to and in no way exceeds the authority delegated to a municipal planning commission pursuant to title 13, chapter 4. Any property owner affected by the guidelines may appeal a decision by the design review commission to the municipality's planning commission or, if there is no planning commission, to the entire municipal legislative body.*

Public airports

SECTION 20. The Board of Mayor and Aldermen of Covington is hereby authorized, empowered, and enabled to establish, construct, equip, improve, maintain and operate for said City one (1) or more public airports or landing fields for the use of airplanes and other aircraft and to acquire by purchase, condemnation or lease for such purposes real property situated within said City or within five (5) miles from the nearest boundary thereof to said airport or set apart and use for such purposes real property owned by the City and whether or not already set apart for other public uses, whether acquired by condemnation or purchase or otherwise. The Board of Mayor and Aldermen of said City shall have general charge and supervision of any and all municipal airports or landing fields constructed and owned or leased by the City of Covington, and shall have power to make and promulgate rules and regulations by ordinance for the operation and management thereof, fix and collect landing, storage and other charges and fees for the use or occupancy of said airport or landing field, exercise police power and manage the property and facilities provided for said purposes, and said Board of Mayor and Aldermen shall have the right and power to contract with any person, firm or corporation or governmental agency with reference to any of the objects of its creation and in the furtherance of the duties imposed upon it, and may employ such engineers, superintendent and other help as may be required to perform the duties of their offices, and to regulate the number of such employees, their duties and liabilities, compensations and terms of employment, and said Board of Mayor and Aldermen shall also have the power to make leases, and license the use of portions of said airport for training and aviation schools and for commercial purposes,

provided, the same shall not interfere with public purposes for which said airport is established. The Board of Mayor and Aldermen of said City shall have the power and is hereby authorized to purchase, rent, lease or receive by gift or otherwise real property for the purpose of constructing such airports or landing fields, and said board is specifically authorized to acquire by purchase or by condemnation in the manner provided by law under which said City is authorized to acquire property for public purposes, all real and personal property needed for the erection of one (1) or more complete, modern, adequate municipal airports or landing fields. Said Board of Mayor and Aldermen is also fully empowered and authorized to purchase, condemn and remove all obstructions, trees, wires, cables, posts, poles, signs, towers, derricks and all other obstacles or barriers interfering with or in the way of safe, convenient, proper and ready use of said municipal airports or landing fields, as well as to forbid and prevent the placing or the erection of any poles, wires, cables, posts, signs, derricks, towers or any other obstructions adjacent to said municipal airports or landing fields that will hinder, retard, interfere with or make unsafe or inconvenient the approach to, use of, and departure from said municipal airports or landing fields by air or otherwise. The purchase price or award for property condemned, purchased, leased or otherwise acquired for said airports or landing fields may be paid for by appropriation of moneys out of the general fund of said City, and said Board of Mayor and Aldermen is also authorized and empowered to provide and appropriate out of the revenue of said City and not otherwise appropriated, sufficient funds to erect, equip, improve, maintain and operate said municipal airports or landing fields, and may contract with any private company or individual in the manner provided by law for the erection, equipment, and improvement of said municipal airports or landing fields.

Referendum election to be called for sale or lease of public utilities

SECTION 21. The Board of Mayor and Aldermen of the City of Covington, Tennessee, may not sell, lease or dispose of the public utilities owned and operated by the City of Covington without first calling a special non-binding referendum election. Any such election shall inquire of the qualified voters whether or not the Board of Mayor and Aldermen of the City of Covington shall sell, lease or dispose of any of the public utilities owned and operated by the City. Such election shall be advertised by publication in the weekly newspaper published in the City for at least four (4) consecutive weeks prior to the date of the election. Any such advertisement or notice shall state the purpose of the election. Ballots for the election shall be legal ballots and shall have printed thereon language substantially similar to the following:

"For" sale or lease of the ____ utility.

"Against" sale or lease of the utility.

Mayor's powers and duties

SECTION 22. *The Mayor:*

- 1) *Shall be the chief executive officer of the City of Covington and shall preside at meetings of the Board..*
- 2) *Administer the business of the City;*
- 3) *As a member of the board, make motions and shall have a vote on all matters coming before the board.*
- 4) *Shall from time to time give the Board of Mayor and Aldermen information relative to the financial and general condition of the corporation, and shall recommend for its consideration such measures as the Mayor may deem expedient.*
- 5) *Shall have a general supervision of all officers, as the term is defined in Tennessee Code Annotated § 6-3-101, of the City of Covington.*
- 6) *Shall see to the enforcement of all laws and ordinances of the City of Covington, to the preservation of its health and peace, and in case of emergency, is empowered to call to his aid every inhabitant in the corporation for such enforcement, and the Board of Mayor and Aldermen may by ordinance prescribe penalties for failure to obey such calls.*
- 7) *Employ, promote, discipline, suspend and discharge all employees and department heads of the City of Covington, in accordance with personnel policies and procedures, if any, adopted by the Board. Nothing in this charter shall be construed as granting a property interest to employees or department heads in their continued employment;*
- 8) *Shall prepare and submit the annual budget and capital program to the Board for their adoption by ordinance.*
- 9) *Shall under such regulations as may be established by ordinance of the Board of Mayor and Aldermen, countersign checks and drafts drawn upon the treasury for the payment of any moneys due from the corporation.*
- 10) *Act as purchasing agent for the City in the purchase of all materials, supplies and equipment for the proper conduct of the City's business; provided that all purchases shall be made in accordance with policies, practices and procedures established by the Board.*
- 11) *Shall make temporary appointments of any officer or department head, as those terms are defined in Tennessee Code Annotated § 6-3-101, except that of Aldermen, arising from the absence, sickness or*

disability of any such officer or department head, and shall report such appointment to the Board at its next regular meeting. The Board may confirm or reject the Mayor's temporary appointments, or, at its discretion, make its own temporary appointments.

- 12) Shall make appointments to boards and commissions as authorized by law.
- 13) *May call special meetings of the Board upon adequate notice to the board and adequate public notice. Upon calling for a special meeting of the board the Mayor shall state the matters to be considered at the special meeting and the action of the board shall be limited to those matters submitted.*
- 14) Make recommendations to the Board for improving the quality and quantity of public services to be rendered by the officers and employees to the inhabitants of the City;
- 15) Keep the Board fully advised as to the conditions and needs of the City;
- 16) Report to the Board the condition of all property, real and personal, owned by the City and recommend repairs or replacements as needed.
- 17) Recommend to the Board and suggest the priority of programs or projects involving public works or public improvements that should be undertaken by the City.
- 18) Recommend specific personnel positions, as may be required for the needs and operations of the City, and propose personnel policies and procedures for approval of the Board; and
- 19) Such other duties as may be designated or required by the Board.

Unless otherwise designated by the Board by ordinance, the Mayor shall perform all of the foregoing duties or may designate a department head or department heads to perform any of the foregoing duties:

Vice-mayor

SECTION 23. At the first meeting following an election, the Board of Mayor and Aldermen shall elect a member of the board as Vice-Mayor to serve during the absence, disability or vacancy in the office of the Mayor, and the term of office shall be until the first meeting following each municipal election.

- 1) In the event of a permanent absence, disability or vacancy in the office of the Mayor or for an extended period of time that results in the Vice Mayor's inability to fully assume the duties and responsibilities of the Mayor, the Vice Mayor shall inform the Board at the next meeting of the Board, whether regular or special called.

- 2) Upon the Vice Mayor's declination to assume the duties and responsibilities of the office of Mayor the Board shall elect another Alderman or department head of the City of Covington to assume the duties and responsibilities of the office of Mayor until the duly elected Mayor returns or until the next general election. In the event the Board cannot elect another Alderman or department head for lack of a majority, then the office of Mayor shall be filled by the same manner prescribed hereinabove in Section 9 until the duly elected Mayor returns or the next general election.

Mayor and recorder to sign contracts and bonds

SECTION 24. All contracts and bonds of the corporation shall be signed by the Mayor and countersigned by the recorder after authorization is given by the Board.

General duties of recorder and treasurer; absence

SECTION 25. The Mayor shall appoint a city recorder, with the consent of the Board, who also may be appointed to the positions of finance director or treasurer, or both. It shall be the duty of the recorder to be present at all meetings of the Board of Mayor and Aldermen and to keep a full and accurate account of all business transacted by the Board to be preserved in a permanent form, and to perform such other duties as may be imposed upon him by this act or by ordinances and resolutions of the Board of Mayor and Aldermen. In the event of the absence or disability of the recorder, the Board may elect a recorder pro tempore. The recorder shall have the custody of the public records and of all contracts, deeds, and certificates relative to the title of any corporate property, all official indemnity or security bonds, except the recorder's own bond or bonds, and such other bonds, papers, and documents of value as are not required to be deposited with any other person. The recorder shall certify under the corporate seal all copies of such original documents and records in the office as may be required by any other person; and may charge the individuals such fees for the use of the corporation as may be provided by ordinance.

Collection and dispersal of revenues by treasurer or finance director

SECTION 26. The Mayor shall appoint a treasurer or finance director, with the consent of the Board, who also may be appointed city recorder. The treasurer or finance director shall collect, receive and receipt for the taxes and all other revenue and bonds of the City, and the proceeds of its bond issues, and disburse them.

Official depository for city funds

SECTION 27. It shall be the duty of said Board of Mayor and Aldermen, at a regular or called meeting, to designate by proper ordinance the depository

of the moneys, funds, and taxes collected and all receipts of said corporation from all sources. It shall be the duty of the treasurer or finance director to promptly deposit with such depository all money or funds that shall be collected. Said depository shall be selected by said Board of Mayor and Aldermen every four (4) years.

Mayor to be custodian of corporate seal

SECTION 28. The Mayor shall be the custodian of the corporate seal of Covington.

Authority for fire department and outside fire service

SECTION 29. The Board of Mayor and Aldermen shall have the power by ordinance to provide for the establishment and the appointment of officers and members of the fire department and may provide rules and regulations for the government of the same. The Board of Mayor and Aldermen are hereby authorized to contract for fire prevention and suppression with persons, firms, or corporations who own and rent property outside the corporate limits of the City of Covington, Tennessee, and the officers and employees of Covington shall be considered as acting in a governmental capacity while engaged in any duty or activity in of the City of Covington, Tennessee, shall be entitled to all rights, privileges, exemption, and immunities as if such duty or activity were performed within the corporate limits of the City of Covington, Tennessee.

City court

SECTION 30.

- 1) There shall be a city court presided over by a city judge appointed by the Mayor with the consent of the Board. The city judge shall have the qualifications and receive the compensation the Board may provide by ordinance. In the absence or disability of the city judge, the Mayor may designate a qualified person to serve as city judge.
- 2) The city judge may impose fines, costs and forfeitures, and punish by fine for violation of city ordinances. The judge may preserve and enforce order in the court and enforce the collection of all fines, costs and forfeitures imposed.

Police department

SECTION 31. There is hereby created a police department, consisting of a chief of police and such number of policemen as the Board of Mayor and Aldermen shall from time to time fix.

It is the duty of the chief of police and the members of the police force to:

- 1) Preserve order in the city;
- 2) Protect the inhabitants and property owners therein from violence, crime, and all criminal acts;
- 3) Prevent the commission of crime, as well as, violations of law and of the city ordinances; and
- 4) Perform general police duty.

Budget

SECTION 32. Prior to the beginning of each fiscal year, the Mayor shall submit to the Board of Mayor and Aldermen a proposed budget for the next fiscal year. The proposed budget shall comply with the Municipal Budget Law of 1982 in the Tennessee Code Annotated.

Purchasing procedures, purchasing agent, and surplus property disposal

SECTION 33. Purchases shall be made in accordance with the Municipal Purchasing Law of 1983 and amendments thereto, and ordinances or resolutions and purchasing procedures approved by the governing body. The purchasing agent, or designated representative, as provided by ordinance, shall purchase materials, supplies, services and equipment, provide for leases and lease-purchases and dispose of surplus property in accordance with purchasing procedures approved by the governing body.

Officers not to be interested in city contracts, etc.

SECTION 34. No member of the Board of Mayor and Aldermen or officers, as the term is defined in *Tennessee Code Annotated* § 6-3-101, of the corporation shall be interested directly or indirectly in any contract or any work of any kind whatever under its control and direction; and any contract in which any such person shall have an interest shall be void.

Subpoena power of mayor

SECTION 35. To enable the Board of Mayor and Aldermen to fully investigate charges against its own members or any other officers or agents of the corporation, or such other matters as they may deem proper, the Mayor is hereby empowered to issue subpoenas and other compulsory processes, to compel the attendance of persons and the production of books and papers before the Board of Mayor and Aldermen or any committee of the same; and the board may by ordinance prescribe and enforce penalties for the failure or refusal to obey such process.

Delinquent property tax collection

SECTION 36. The Board of Mayor and Aldermen may provide by ordinance for the collection of delinquent property taxes.

SECTION 2. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Covington. Its approval or nonapproval shall be proclaimed by the presiding officer of the City of Covington and certified to the secretary of state.

SECTION 3. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 2.

PASSED: _____

CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

RANDY MCNALLY, SPEAKER OF
SENATE

APPROVED this ____ day of
_____, 2021

PRIVATE ACTS COMPRISING THE CHARTER OF THE CITY OF
COVINGTON, TENNESSEE

YEAR	CHAPTER	SUBJECT
2021		Basic charter act



The Citizens of Covington have listened and responded to the message and have shopped local for almost a year. Now what?

WIFM (Citizens of Covington): PARK SYSTEM infrastructure refurbishment, replacement and repair!

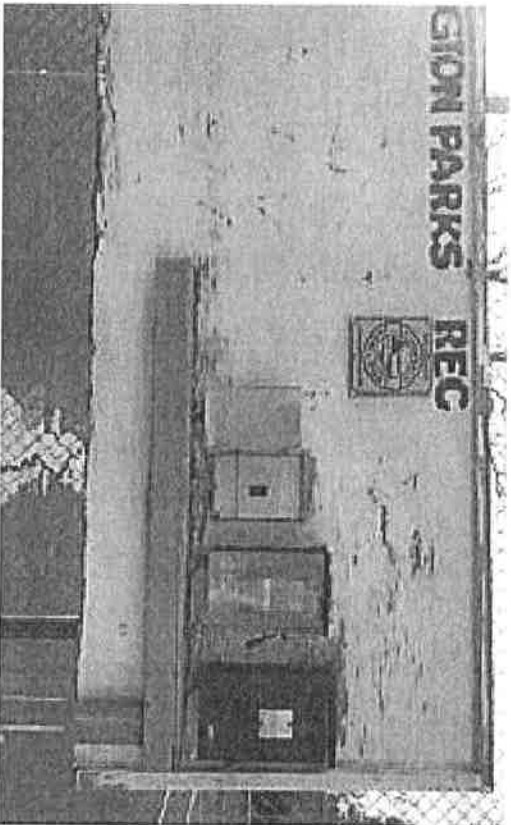
ROI: Visible to All, Accessible to All!



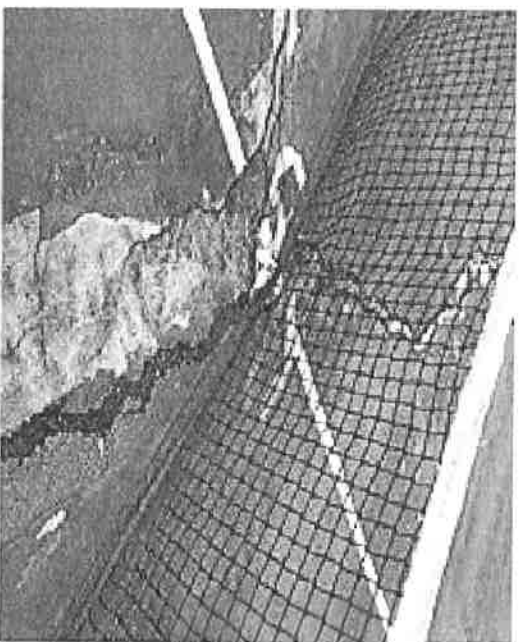
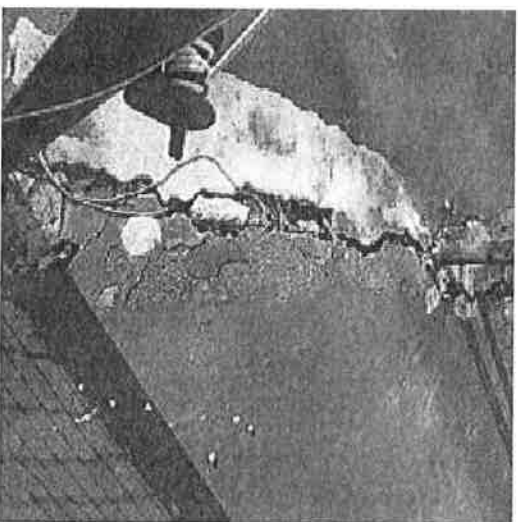
SHOP LOCAL



PLAY LOCAL



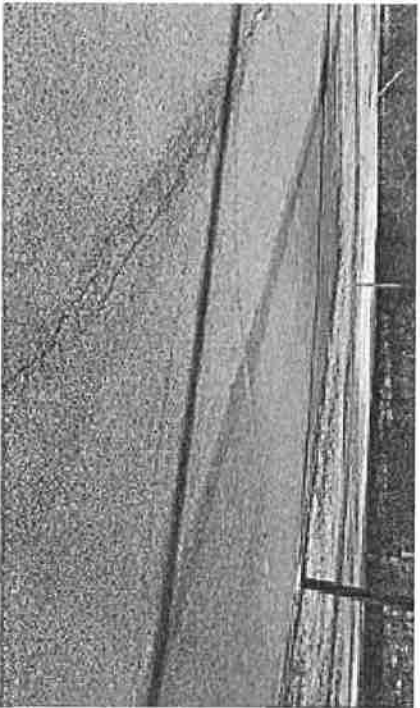
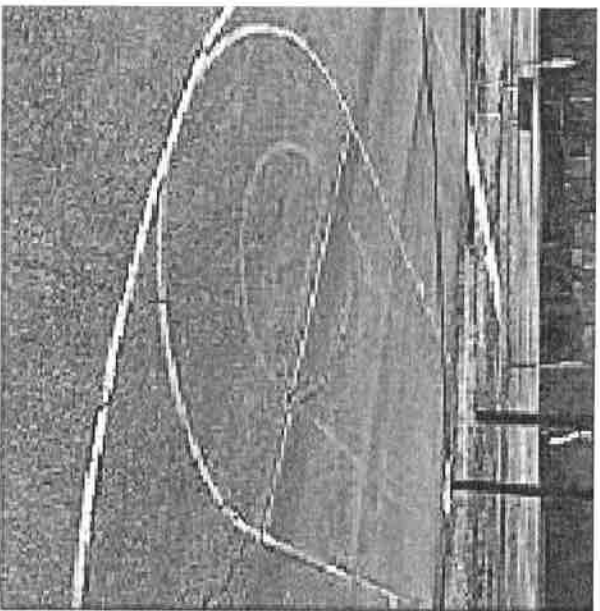
Tennis Courts



SHOP LOCAL



PLAY LOCAL



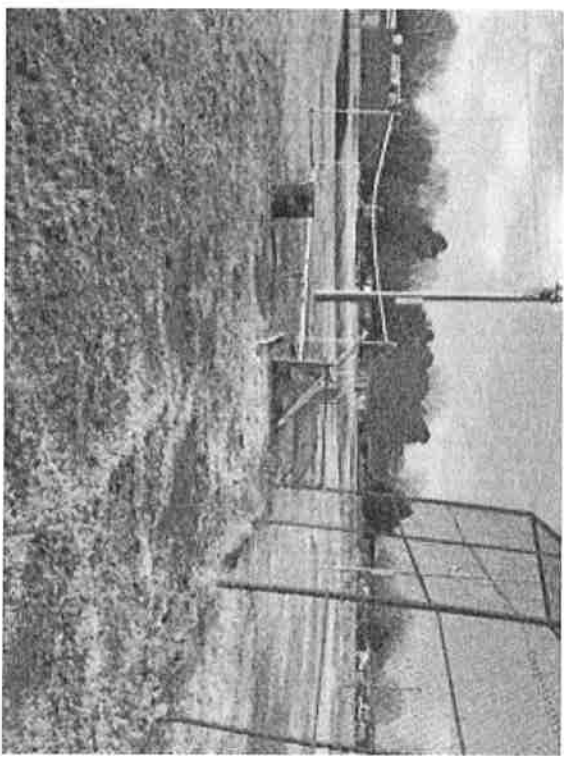
Frazier Park Basketball Courts



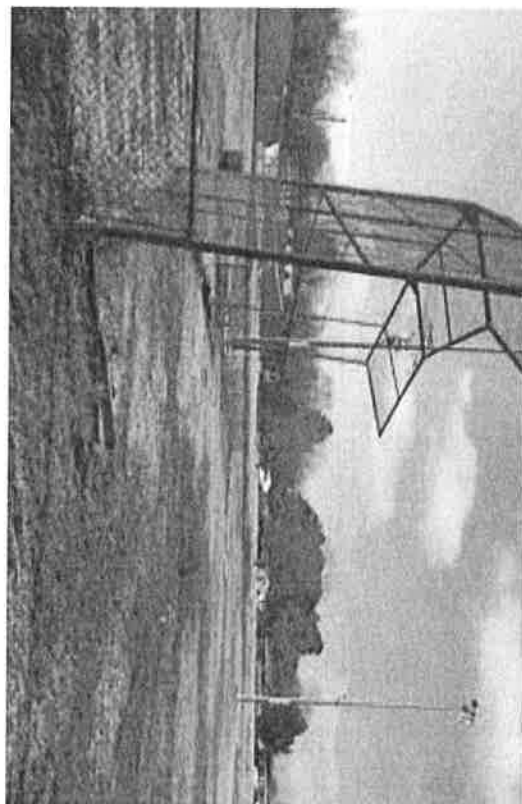
SHOP LOCAL



PLAY LOCAL



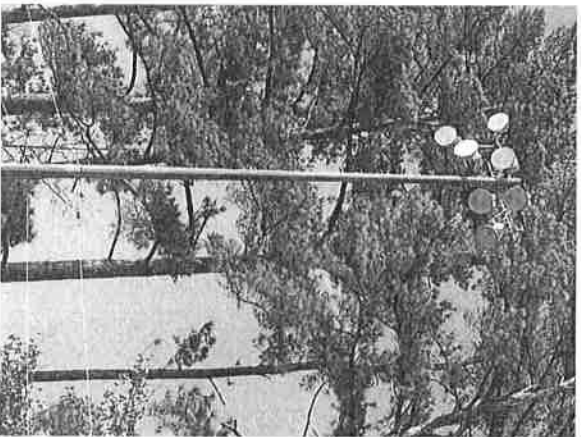
Frazier Park Field



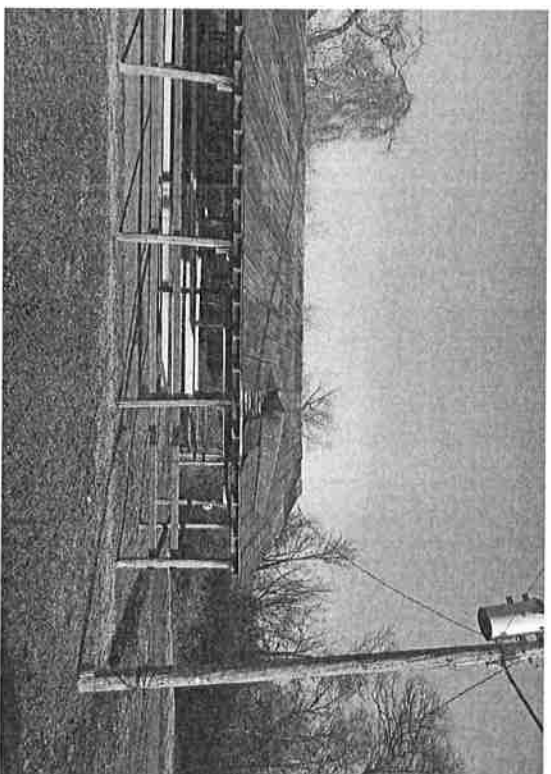
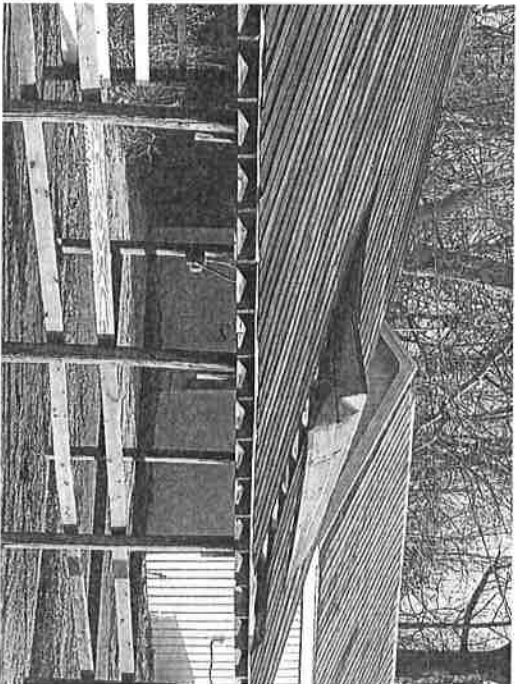
SHOP LOCAL



PLAY LOCAL



Baltzer Field & Show Barn





SHOP LOCAL PLAY LOCAL

Proposal: \$130k* added to 44430-266 Playgrounds ,
Repair and Maintenance budget line to make the
repairs and replace the city's eye sores in the Park
System at two of the city's most frequented parks and
in the heart of downtown.

Visible to all, accessible to all – PARK SYSTEM

- Replace Baltzer Field sign, scoreboard, & lights.
- Resurface Frazier Park Basketball Courts.
- Resurface Tennis Courts, Fence & electrical panel repairs.
- Replace HVAC in JAYCEES building (pending deed)
- Repair and Paint Show Barn Roof
- Replace dugout benches & backstop at Frazier Field

* Includes the proceeds of the sale of city park properties.



PLAY LOCAL