

AGENDA

JUNE 25, 2009 – 9:00 A.M.

GEORGE A. SMITH MEETING ROOM

I. CALL TO ORDER.

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO FLAG.

III. ROLL CALL.

IV. INVITATION FOR PUBLIC COMMENT.

V. FIRST READINGS:

1. Consideration of approval of transfer of property located on Eutah Street from the City of Jackson to Jackson Transit Authority. Subject property, appraised at \$120,000, will apply to the City's \$350,000 match for Jackson Transit Authority's new maintenance/administration facility construction.

2. Consideration of a Resolution to fund the purchase of 33 properties owned by Lambuth University.

3. Consideration of a Resolution requesting Jackson Madison County General Hospital District to provide a loan to the City of Jackson to use in its support of the Community Redevelopment Agency.

4. Consideration of proposed budget amendment.

VI. ADJOURN.

THIS INSTRUMENT PREPARED BY
CITY OF JACKSON STAFF
111 EAST MAIN STREET
SUITE 201
JACKSON, TENNESSEE 38301

without survey or title examination
without closing attorney

PROPERTY OWNER
AND ADDRESS:

CITY OF JACKSON
101 EAST MAIN STREET
JACKSON, TENNESSEE 38301

PERSON OR ENTITY RESPONSIBLE
FOR THE PAYMENT OF REAL
PROPERTY TAXES AND ADDRESS:

CITY OF JACKSON
TAX EXEMPT

I, OR WE, HEREBY SWEAR OR AFFIRM THAT THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR VALUE OF THE PROPERTY TRANSFERRED, (WHICHEVER IS GREATER) IS \$ N/A.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE _____ DAY OF _____ 2009.

COMMISSION EXPIRATION: _____

NOTARY PUBLIC

MAP 87A GROUP J PARCEL(S) 34.03

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, **CITY OF JACKSON, TENNESSEE, a municipal corporation, ("Grantor")**, has bargained and sold, and does hereby convey, remise, release and forever quitclaims unto, the City of Jackson for the use and benefit of **JACKSON TRANSIT AUTHORITY ("Grantee")**, its successors and assigns, any and all of its right, title and interest in and to the following described real estate lying and being in the City of Jackson, Madison County, Tennessee, more particularly bounded and described as follows as follows:

BEGINNING at a point on the south margin of Eutah Street (20 feet from centerline at right angles) located north 82 degrees 50 minutes 13 seconds west a distance of 205.61 feet from the northwest corner of a lot owned by MFA Oil co. (Deed Book 501, Page 654); said point also being the northwest corner of Madison County Tax Map 87 A Group J Parcel 34.03, the property described herein; runs thence south 1 degree 10 minutes 18 seconds west a distance of 430 feet, more or less, to a point on the north margin of the ICG Railroad tract (10 feet from centerline at right angles); runs thence with the north margin of said tract north west a distance of 518 feet, more or less, to a point; runs thence north west a distance of 375 feet, more or less, to a point in the east margin of said railroad tract; runs thence south east along the south boundary line of a tract owned by Hal Crocker (Deed Book 627, Page 290) a distance of 365 feet, more or less to a point in the west margin of Shannon Street (20 feet at right angles from centerline) and on the south margin of Eutah Street (20 feet at right angles from centerline); runs thence with the south margin of Eutah Street south 82 degrees 50

minutes 13 seconds east a distance of 322 feet, more or less, to the **POINT OF BEGINNING** and containing 4.50 acres, more or less.

Being the same property acquired by the City of Jackson by Warranty Deed of record in Deed Book 674, Page 747 on November 17, 2005, in the Register's Office of Madison County, Tennessee.

This conveyance is subject to a deed restriction that the Grantee, its successors and assigns, occupants or lessees shall not construct or place upon the property any private, industrial or commercial water well system for the purpose of providing potable drinking water. This restriction shall be deemed a covenant running with the land. Notwithstanding, this restriction shall not prohibit the placement of groundwater monitoring wells as required by any governmental authority for environmental monitoring purposes.

IN WITNESS WHEREOF, THE **CITY OF JACKSON, TENNESSEE**, has hereunto subscribed its name its name on this the _____ day of _____, 2009.

THE CITY OF JACKSON, TENNESSEE

By: _____
MAYOR

STATE OF TENNESSEE
COUNTY OF MADISON

Before me, _____, of the State and County mentioned, personally appeared JERRY GIST, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/her self to be the Mayor of the City of Jackson, Tennessee, a Tennessee municipal corporation, the within named bargainer, and that he as such Mayor, executed the foregoing instrument for the purpose therein contained, by signing the name of the city by himself as Mayor.

Witness my hand at office, this _____ day of _____, 2009.

Notary Public

My commission expires: _____.

From: "Tammy J. Cummings" <tjcummings@spraginslaw.com>
To: <sdawson@cityofjackson.net>
CC: "Mayor" <jgist@cityofjackson.net>
Date: 6/10/09 3:01 PM
Subject: JTA - From Lewis Cobb

MEMORANDUM

TO: Sam Dawson
FROM: Lewis Cobb
DATE: June 10, 2009
SUBJECT: JTA Building

Sam:

I've looked at the proposed Deed and at the grant to JTA. It is my opinion that the property was the City's in-kind contribution towards fulfilling its part of the grant. It is my opinion the City cannot "take the property back" if its use changes without going through the procedures with the Federal Transit Authority. We discussed this on the phone and you were familiar with possible options including a voluntary reconveyance of the property to the City, or an agreement between JTA and the City that would allow the City, or its police department, to use the property for the time being.

We also discussed that the property would continue to belong to JTA unless JTA is dissolved, at which point the property would most likely revert back to the City.

In short, it appears that JTA owns the property and the decision on its use will have to be something that is negotiated between JTA and the City, or a request for return of the property as unused or excess property in accordance with the FTA procedures.

Tammy Cummings
Legal Assistant to Lewis Cobb, Teresa Luna & Lowe Finney
312 East Lafayette Street, P.O. Box 2004
Jackson, TN 38302
(731) 424-0461
(731) 424-0562 (Fax)
tjcummings@spraginslaw.com

**A RESOLUTION OF THE
CITY OF JACKSON, TENNESSEE
TO FUND THE PURCHASE OF 33 PROPERTIES
OWNED BY LAMBUTH UNIVERSITY BY THE
JACKSON COMMUNITY REDEVELOPMENT AGENCY**

WHEREAS, in accordance with Tennessee Code Annotated, Chapter 987, "The Community Redevelopment Act of 1998", and as amended in 2007, the City of Jackson by ordinance created the Jackson Community Redevelopment Agency; and

WHEREAS, the Jackson Community Redevelopment Agency is charged with pursuing strategies to address the problems associated with deteriorating housing and commercial areas, inadequate public infrastructure, a declining tax base, lagging sales tax, fiscal disinvestment and out migration; and

WHEREAS, Lambuth University in its need to remain financially viable has entertained an offer to sell 33 properties to a real estate investor for use as rental properties; and

WHEREAS, the introduction of additional rental properties in this neighborhood could further destabilize the area and jeopardize investments in the area; and

WHEREAS, neighborhood stabilization through increased home ownership is a better alternative and one that has proven to create an environment conducive to reinvestment, which in turn preserves property values; and

WHEREAS, the Jackson Community Redevelopment Agency unanimously approved a resolution for the City to purchase these properties at its June 10, 2009 regular meeting;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, TENNESSEE, that the City of Jackson is authorized to purchase the 33 properties owned by Lambuth University, identified on the attached map and spreadsheet, since it would further the goal of neighborhood stabilization, which is a cornerstone of any redevelopment program and it is in the public interest to do so.

MAYOR

CITY RECORDER

EFFECTIVE DATE: _____

**Lambuth University
Endowment Properties
as of May 31, 2009**

Address	Monthly Rent	Appraised Value	
		Low	High
503 Burkett	\$ 505.00	\$50,000	\$53,000
512 Burkett	300.00	45,000	47,000
514 Burkett	350.00		
803 Burkett	500.00	50,000	53,000
805 Burkett	450.00	47,000	50,000
815 Burkett	525.00	50,000	53,000
825 Burkett	375.00		
827 Burkett	335.00	32,000	35,000
305 N. Fairgrounds	450.00	50,000	55,000
335 N. Fairgrounds	590.00	53,000	55,000
308 N. Fairgrounds	250.00	55,000	57,000
815 N. Fairgrounds	425.00	52,000	55,000
805 W King L/S	455.00		
805 W King R/S	230.00	55,000	57,000
913 W King	495.00	35,000	37,000
918 W King	465.00	37,000	40,000
531 Lambuth Blvd	325.00		
533 Lambuth Blvd	350.00	52,000	55,000
521 Lambuth Blvd	500.00	47,000	50,000
610 Lambuth Blvd	550.00	52,000	55,000
708 Lambuth Blvd	525.00	52,000	55,000
612 Lambuth Blvd D/S	445.00		
612 Lambuth Blvd U/S	395.00	60,000	62,000
308 Maple	-		
310 Maple	285.00	55,000	57,000
907 Burkett	560.00	50,000	52,000
905 Burkett	500.00	37,000	40,000
312 Maple	250.00		
314 Maple	250.00	55,000	57,000
536 Burkett	-	58,000	60,000
915 Burkett	425.00	53,000	55,000
337 N. Fairgrounds	-	50,000	55,000
607 Burkett	-	47,000	50,000
Total Rental Property	\$12,060	\$1,279,000	\$1,350,000
Vacant Lots			
563 Lambuth	N/A	\$10,000	\$12,000
803 West King	N/A	13,000	15,000
805 West King	N/A	4,000	5,000
905 West King	N/A	15,000	17,000
906 West King	N/A	11,000	13,000
509 Burkett	N/A	8,000	10,000
603 Burkett	N/A	8,000	10,000
Total Vacant Lots		\$69,000	\$82,000
Total Endowment Property		\$1,348,000	\$1,432,000

Note: Appraisal as of August 15, 2008 conducted by Golden Circle Land Co.



SPRAGINS,
BARNETT
& COBB, PLC

312 EAST LAFAYETTE STREET
P.O. BOX 2004
JACKSON, TENNESSEE 38302-2004
731-424-0461
800-339-6177

CHARLES H. BARNETT, III - 2,4
LARRY A. BUTLER
LEWIS L. COBB - 1
CATHERINE B. CLAYTON - 4,5
J. ALAN RHENEY
JERRY P. SPORE - 6,7
DANIEL J. TAYLOR - 3
CHARLES H. FARMER
VINCENT K. SEILER
LISA A. HOUSTON - 5
SARA E. BARNETT
CHARLES L. HOLLIDAY
TERESA A. LUNA
LOWE FINNEY
JENNIFER E. WILLIAMS - 8

TELECOPIER NUMBERS
731-424-0562
731-427-1246

Web Site:
www.spraginslaw.com

E-mail: lewiscobb@spraginslaw.com

1 - City Attorney for City of Jackson
2 - Certified as Civil Trial Specialist by
the Tenn. Comm. On CLE and NBTA
3 - Certified as Criminal Trial Specialist by
the Tenn. Comm. on CLE and NBTA
4 - Tennessee Supreme Court Rule 31
Listed General Civil Mediator
5 - Tennessee Supreme Court Rule 31
Listed Family Mediator
6 - City Attorney for City of Medina
7 - City Attorney for City of Henderson
8 - Practice Pursuant to S. Ct. R. 7, § 10.04

R. HEARN SPRAGINS (1902-1970)
CARMACK MURCHISON (1902-1983)

June 23, 2009

Mayor Jerry Gist
P.O. Box 2508
Jackson, TN 38302

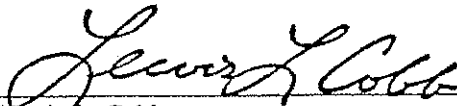
Re: Lambuth Properties Sale
Our File No. 9008-2

Dear Mayor Gist:

I have been in contact with Donald Glenn on behalf of Lambuth University and Jonathan Bobbitt on behalf of John Ellis and I2 Properties. They have written a letter confirming that they have reached a settlement agreement concerning their dispute. It is my opinion that the City of Jackson can safely conclude its acquisition of the 33 parcels of real estate from Lambuth University for \$1.2 million without the fear of litigation by I2 Properties and John Ellis.

Very truly yours,

SPRAGINS, BARNETT & COBB, PLC

By: 
Lewis L. Cobb

LLC:tc

**RESOLUTION REQUESTING JACKSON MADISON
COUNTY GENERAL HOSPITAL DISTRICT TO PROVIDE A
LOAN TO THE CITY OF JACKSON TO USE IN ITS SUPPORT
OF THE COMMUNITY REDEVELOPMENT AGENCY**

WHEREAS, the City of Jackson, Tennessee desires to obtain a loan from the Jackson-Madison County General Hospital District ("District") in the amount of \$650,000; and

WHEREAS, the City will use the funds loaned by the District to the City for the purpose of the City's purchase of 33 properties from Lambuth University to be placed in a land bank to be managed by the Jackson Community Redevelopment Agency ("CRA."); and

WHEREAS, neighborhood stabilization is critical to the mission of both the City and the District and by partnering together, this goal can be accomplished more quickly;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JACKSON, TENNESSEE, that it is within the mission and purpose of the District for the District to partner with the City in this project through a loan from the District to the City, and the City of Jackson requests that the District loan to the City the amount of \$650,000 for the City to use in its support of the CRA as described above.

ADOPTED, this the ____ day of _____, 2009.

MAYOR

CITY RECORDER

EFFECTIVE DATE: _____

MEMORANDUM

DATE: June 16, 2009
TO: Mayor Jerry Gist
FROM: Karen Bell
SUBJECT: Requests for FY09 Budget Amendment

The following budget amendment requests are submitted for council consideration.

CAPITAL		Current	Amendment	Amended
<i>Expenditures:</i>		Budget	Request	Budget
315-41904-900	Land/Property Purchases for Community Redevelopment Agency		1,300,000	1,300,000
<i>Funding:</i>				
315-36962	Transfer from Debt Service		1,300,000	1,300,000

The City is requesting to use capital funds to provide funds to the Community Redevelopment Agency for the purchase of land and other properties.

c: Al Laffoon, City Recorder
Susan White