



**FARRAGUT BOARD OF MAYOR AND ALDERMEN  
AGENDA**

**February 13, 2020**

**MCREE PARK PROJECT WORKSHOP  
6:00 PM**

**BMA MEETING  
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Approval of Minutes**
  - A. January 23, 2020
- V. Ordinances**
  - A. Public Notice and Second Reading
    - 1. Ordinance 20-02, Ordinance to Amend Chapter 14, Nuisances, of the Farragut Municipal Code
  - B. First Reading
    - 1. Ordinance 20-03, Ordinance amending the Capital Investment Program and ADA Capital Projects budgets of Fiscal Year 2019-2020 budget, passed by Ordinance 19-22
- VI. Business Items**
  - A. Approval of Contract 2020-13, Town Hall Restroom ADA Renovations
  - B. Approval of Contract 2020-14, 817 Virtue Road Demolition
  - C. Approval of Contract 2020-15, Debt Collection Services
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**
- IX. Citizens Forum**

---

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057  
WWW.TOWNOFFARRAGUT.ORG

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please contact the ADA Coordinator at [jcurry@townoffarragut.org](mailto:jcurry@townoffarragut.org) or 865-966-7057 in advance of the meeting.

## **Board of Mayor and Aldermen Meeting Public Comment Protocol**

The Board of Mayor and Aldermen welcomes and invites citizens to participate in public meetings.

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given five (5) minutes to speak on his/her topic.

During the regular agenda portion of the meeting there may be an allowance for public comment for each agenda item. The Mayor may recognize individuals for public comment based on the following guidelines:

1. The Mayor shall maintain and control the meeting to provide a professional and objective
2. Anyone interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn in to the Town Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to five (5) minutes per individual, time may be extended at the discretion of the Mayor; time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; each speaker should have their own thought;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose issues or measures, but the motives of those with differing views shall not be questioned or attacked;
8. Personal attacks and malicious comments shall not be tolerated;
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The five (5) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.

## BOARD OF MAYOR AND ALDERMEN WORKSHOP

**PREPARED BY:** Town Administrator David Smoak and Town Engineer Darryl W. Smith, PE

**SUBJECT:** Review of bids received for McFee Park Phase 3

**INTRODUCTION:** The purpose of this item is to review the bids received for the McFee Park Phase 3 improvements.

**BACKGROUND:** This project provides a large expansion of McFee Park, and the project plans and agreement have been assembled to allow the Board four alternates to consider when awarding the contract. The **Base Bid** includes mass grading and construction of the Great Lawn, restroom facility, a portion of the parking, roadway and basic infrastructure. **Alternate 1** includes Base plus construction of two tennis courts and additional parking. **Alternate 2** includes Base plus four tennis courts and all parking. **Alternate 3** includes Base plus four tennis courts, tennis pavilion, basketball court with the concrete hitting wall and all parking. **Alternate 4** includes a revision of the landscaping materials, increasing tree sizes from 2" caliper to 4" caliper. Please note that staff has contacted Merit Construction to request pricing for possible deductive change orders to replace the proposed sod on the Great Lawn with seed and straw (except the slopes and approximately 10 feet within the sidewalk area), only planting 50% of the trees, and if Alternate 3 is selected, eliminating the restroom/pavilion facility. Staff anticipates having those deductions from Merit Construction to present at the workshop.

We received one bid for the project on January 28. Merit Construction bid as follows:

|                     | Proposed Amount | Total w/ Base Bid |
|---------------------|-----------------|-------------------|
| <b>Base Bid:</b>    | \$6,020,000     |                   |
| <b>Alternate 1:</b> | \$699,500       | \$6,719,500       |
| <b>Alternate 2:</b> | \$1,365,000     | \$7,385,000       |
| <b>Alternate 3:</b> | \$1,899,000     | \$7,919,000       |
| <b>Alternate 4:</b> | \$161,000       |                   |

The FY2020 budget for this project is \$8,000,000.

Base Bid

McFEE PARK PHASE 3  
FARRAGUT, TENNESSEE



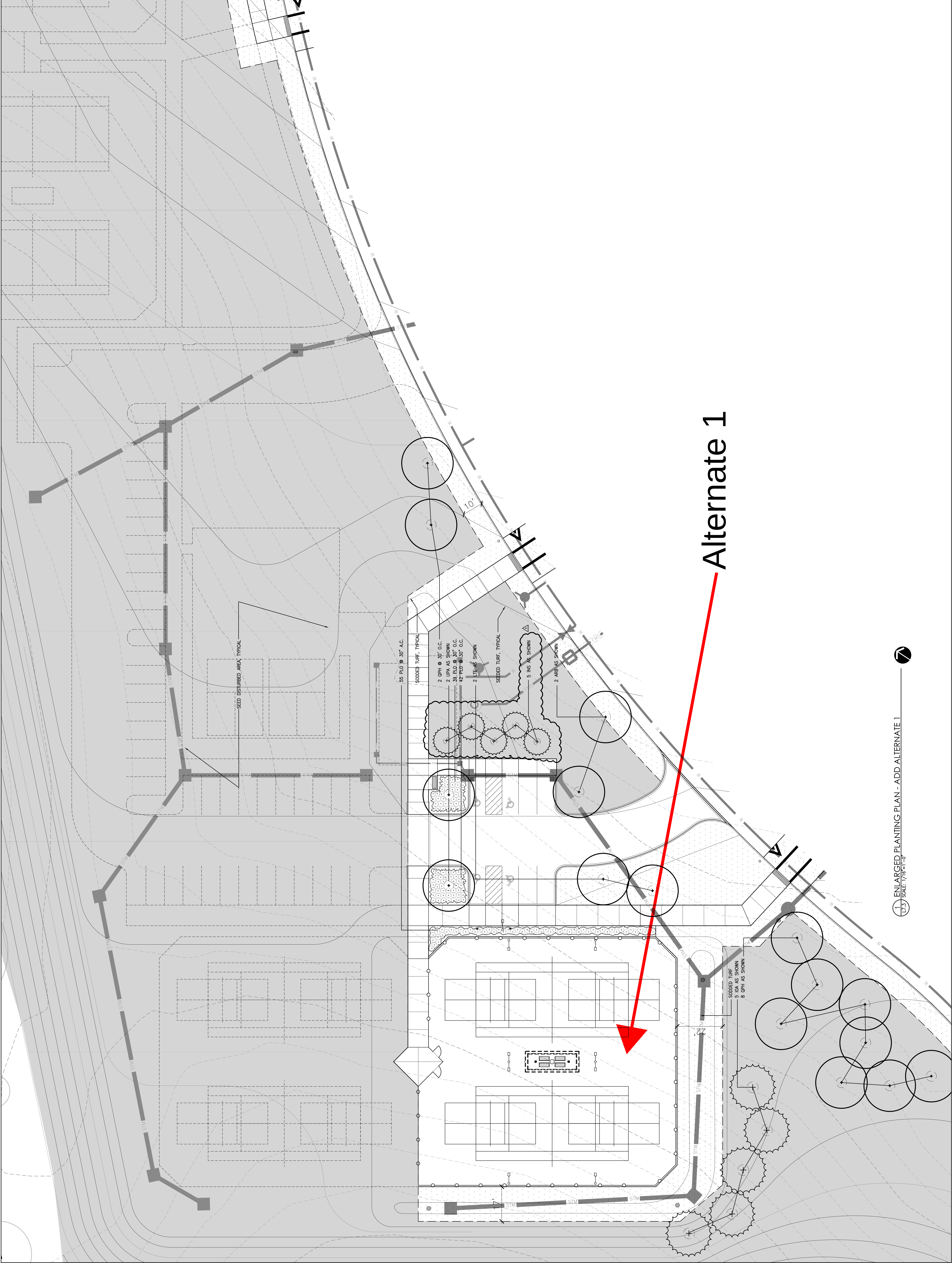
OVERALL  
PLANTING PLAN  
BASE BID

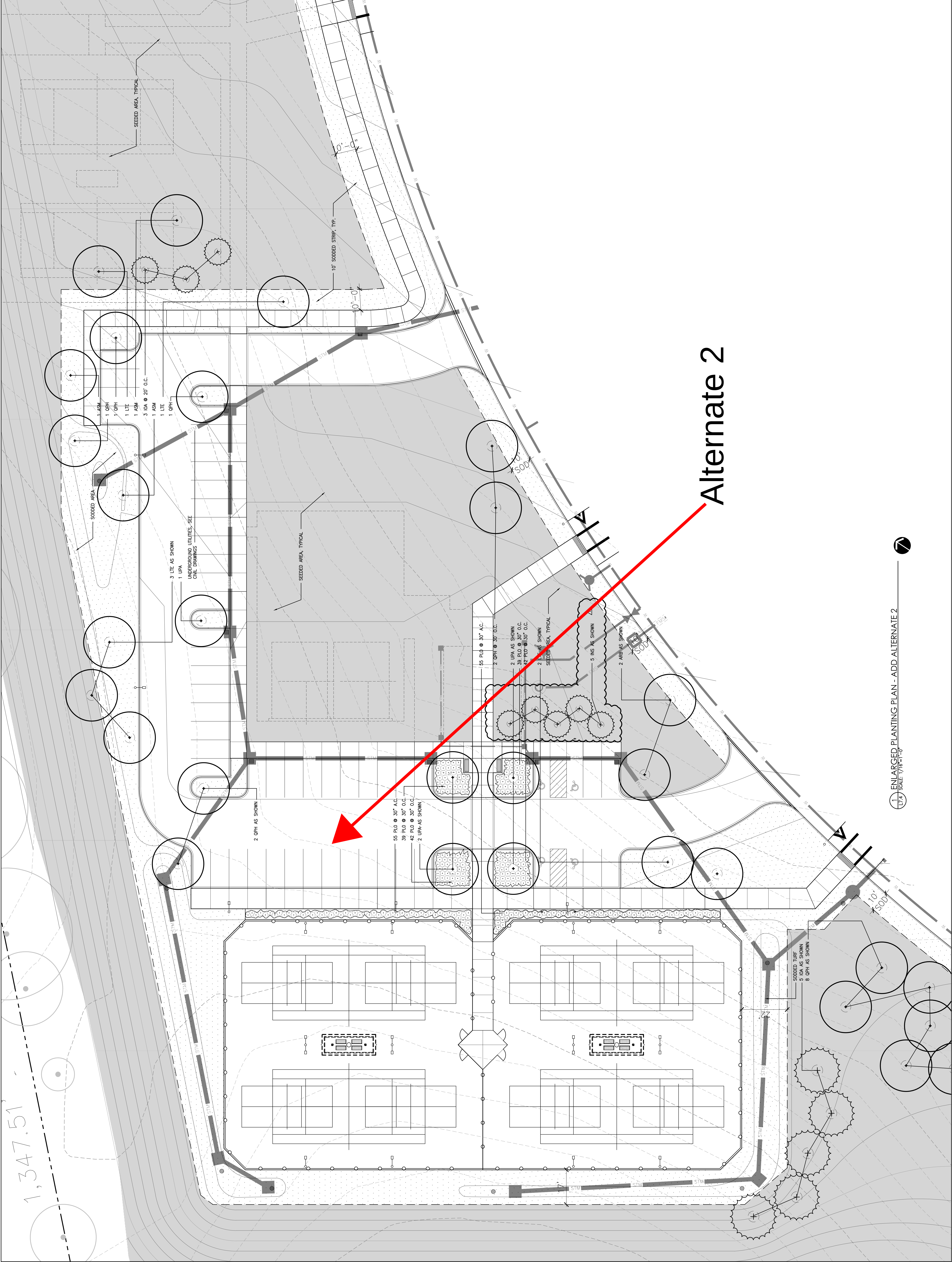
L7.0



PLANTING NOTES:

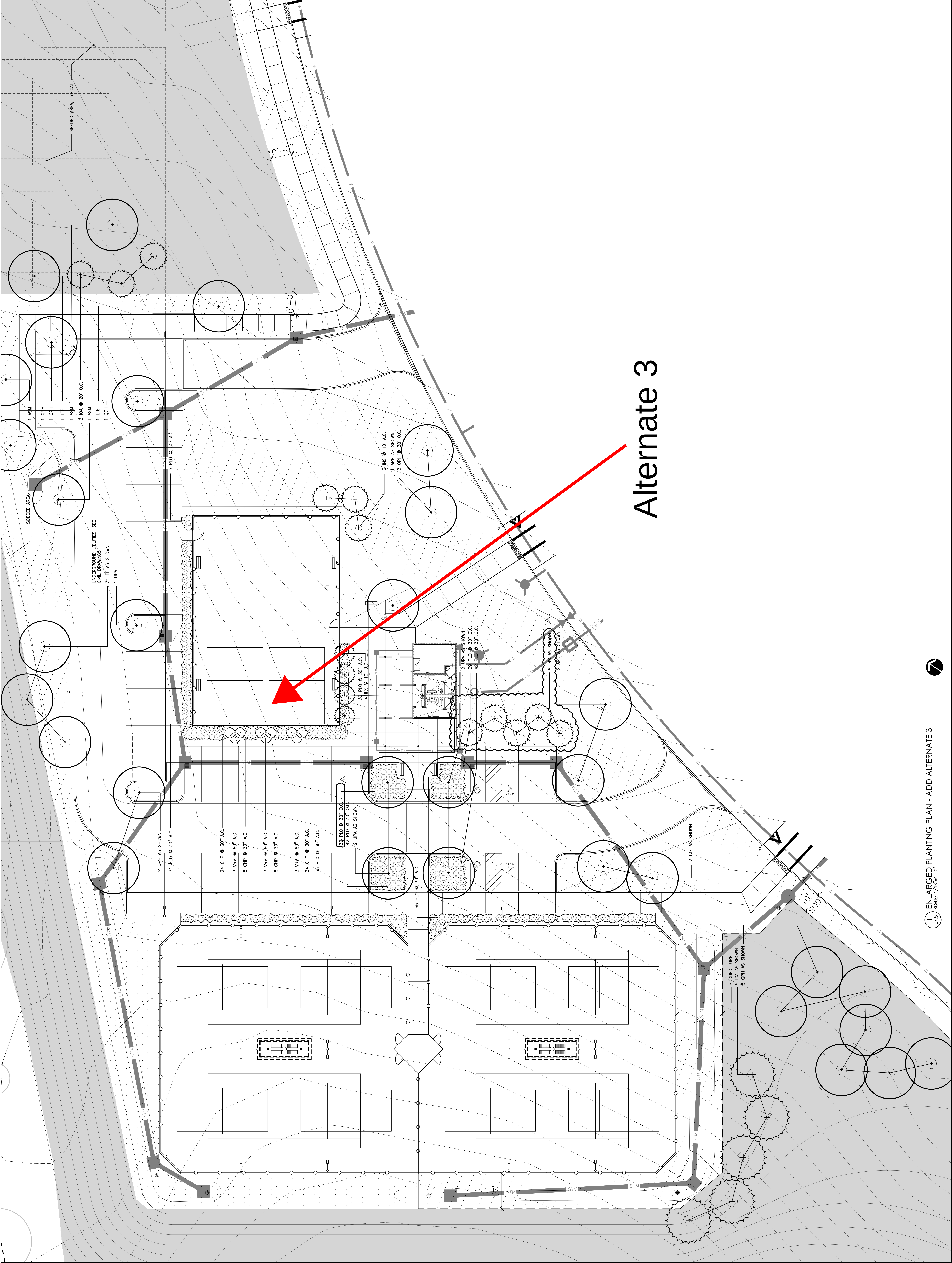
1. THE LOCATION OF ALL SURFACE AND UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR AT GROUND BREAK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES FROM DAMAGE AS REQUIRED DURING CONSTRUCTION AND TO REPAIR ANY DAMAGE WHICH SHOULD OCCUR TO THE SATISFACTION OF THE OWNER. SEE ALL AREAS WITHIN AND ADJOINING PROJECT LIMITS DISTURBED AS A RESULT OF CONSTRUCTION.
2. SOD AND SEED LIMITS ARE SHOWN ON THE DRAWINGS. SEE ALL AREAS WITHIN AND ADJOINING PROJECT LIMITS DISTURBED AS A RESULT OF CONSTRUCTION.
3. ALL PLANTS SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. THE LOCATION OF ALL TREES SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT BEFORE THE DIGGING OF PITS. PLANTING SHALL BE LOCATED WITHIN THE BOUNDARY OF THE EXISTING OR PROPOSED LOT.
5. ESTABLISH SMOOTH CURVILINEAR MOWING/BED LINES WHERE LAWN MEETS MULCHED SHRUB OR GROUND COVER MASS. BED LINE LOCATIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT BEFORE BEGINNING BED PREPARATION.
6. HALF TONE IMAGES ARE EXISTING CONDITIONS INCLUDED FOR REFERENCE.
7. TOPSOIL AND BACKFILL MIX SHALL BE APPROVED IN ACCORDANCE WITH THE SPECIFICATIONS.
8. TOPSOIL AND BACKFILL MIX SHALL BE APPROVED IN ACCORDANCE WITH THE SPECIFICATIONS.
9. MULCH ALL AREAS OF TREE, SHRUB AND GROUND COVER MASS PLANTING WITH 3" OF MULCH AS SPECIFIED.







Alternate 3





## January 23, 2020 MINUTES

Mayor Williams called the meeting to order at 7:00 PM. Members present were Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin.

### **Approval of Agenda**

Motion was made to approve the agenda as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

### **Approval of Minutes**

Motion was made to approve the minutes of January 9, 2020 as presented. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

### **Business Items**

#### **Approval of Event Application involving use of the Town's public rights of ways and pedestrian facilities for the Forget Me Not 5K for Alzheimer's benefitting the Pat Summit Clinic**

Motion was made to approve the event application on April 18, 2020 involving use of the Town's public rights of ways and pedestrian facilities for the Forget Me Not 5K for Alzheimer's benefitting the Pat Summit Clinic. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes, Mayor Williams, Aldermen Burnette, Meyer, Pinchok and Povlin; no nays; motion passed.

### **Ordinances & Resolutions**

#### **Approval of Resolution R-2020-02, Knox County growth policy plan amendment**

Motion was made to reject Resolution R-2020-02. Moved by Alderman Povlin, seconded by Alderman Meyer.

After much discussion and hearing from Kevin Murphy, Farragut resident, and John Schoonmaker, the question was called. Moved by Alderman Meyer, seconded by Alderman Povlin; voting yes; Mayor Williams, Aldermen Meyer, Pinchok and Povlin; voting no, Alderman Burnette; motion passed.

Voting on the original motion and adding back Section 3.5 of the growth policy plan and amending the density to 1-4 dwelling units. Roll Call vote: Alderman Pinchok, yes; Alderman Povlin, yes; Alderman Burnette, no; Alderman Meyer, yes; Mayor Williams, yes; motion passed 4-1.

### **Public Notice and Second Reading**

#### **Ordinance 20-01, Ordinance to add Title 5, Municipal Finance and Taxation, by adding Chapter 1, Hotel/Motel Tax, of the Farragut Municipal Code**

Motion was made to approve Ordinance 20-01 on second and final reading. Moved by Alderman Meyer, seconded by Mayor Williams. The following citizens spoke regarding the ordinance:

- Sam Patel
- Candance Moneymaker
- Bob Markli
- Darren Tallent
- Charity Wilson

After much discussion the board took a brief recess at 8:50 PM for the Town Attorney, Tom Hale and the Town Administrator, David Smoak to incorporate the suggested modifications to the ordinance. The meeting reconvened at 9:00 PM. Tom Hale, Town Attorney, read the revised verbiage. Roll call vote was taken on the amendment; Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Burnette, yes; Mayor Williams, yes; Alderman Povlin; pass; the amendment passed.

Roll call vote of the revised Ordinance 20-01. Alderman Meyer, yes; Alderman Pinchok, yes; Alderman Burnette, yes; Mayor Williams, yes; Alderman Povlin; no; the ordinance passed 4-1.

**Approval of Resolution R-2020-03, A Resolution to Approve the Remittance Form for the Town of Farragut Hotel/Motel Tax**

Motion was made to approve Resolution R-2020-03. Roll call vote; Alderman Pinchok, yes; Alderman Povlin; no; Alderman Burnette, yes; Alderman Meyer, yes; Mayor Williams, yes; the resolution passed 4-1.

**First Reading**

**Ordinance 20-02, Ordinance to Amend Chapter 14, Nuisances, of the Farragut Municipal Code**

Motion was made to approve Ordinance 20-02 on first reading. Roll call vote; Alderman Povlin; yes; Alderman Burnette, yes; Alderman Meyer, yes; Alderman Pinchok, yes; Mayor Williams, yes; Ordinance 20-02 passed.

**Town Administrator's Report**

David Smoak announced that the ribbon cutting for the Community Center went great on February 3, 2020.

**Citizens Forum**

The following citizens spoke about the 5G networking that is going on within the Town limits:

- Bill Bryant, 1133 Fords Cove Way
- Laura Squires, 236 Woodland Trace
- Marla Stair-Wood, 1224 Snyder School Rd
- Mike Mitchell, Brixworth
- Carol Christofferson, 11320 Gates Mill
- Patrick Hayes, 11317 Gates Mill
- Tim Eason, 11312 Gates Mill
- Tran Tu, 11101 Sonja Drive
- Bill Hardin, 613 Glen Willow

The board and staff have been in contact with the state representatives concerning the matter.

Meeting adjourned at 10:25PM.

---

Ron Williams, Mayor

---

Allison Myers, Town Recorder



**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY:** Trevor Hobbs**SUBJECT:** Approval on Second Reading of Ordinance 20-02; an ordinance amending Chapter 14 of the Farragut Municipal Code, Nuisances

**INTRODUCTION:** The amendments of this ordinance provide additional clarity in definitions, consistency in servicing notices of violation and remedial action upon non-compliance, and address elements of the current regulations that are not consistent with State Law.

**BACKGROUND:** Following workshop discussion on December 12, 2019, staff incorporated feedback from the Board of Mayor and Alderman to make further amendments to the chapter. The ordinance amends Chapter 14 of the Farragut Municipal Code by restructuring the chapter and adding new elements from the 2018 IPMC and State Law.

**DISCUSSION:** Following first reading on January 23<sup>rd</sup>, additional minor changes are proposed in order to add clarity to the ordinance:

**In General,** the ordinance remains substantively unaltered from first reading. Amendments are small and merely add clarity to language or procedure, but do not expand the scope of regulation.

**Article 1.** Article 1 remains unaltered from first reading.

**Article 2.** First, related to depositing litter into gutters and on sidewalks (Sec. 14-34(C)), language was added to from its heading, into the text of the subpart. Second, related to litter on owner-occupied private property (Sec. 14-34(I)), changes were made to specify that *approved* private receptacles could be used to store yard clippings, leaves, wood chips, or wood ashes for gardening and landscaping activities. Third, language related to storage containers (Sec. 14-39) was updated in the section heading to refer to *Portable* on-demand storage containers instead of *Personal* on-demand storage containers.

Fourth, Division 3 was amended by adding the term *machinery* to the heading, subheading, and several sections of the division as necessary. This change was made in order to more fully address the class of complaint we have received in the past and have not been able to address. Lastly, changes were made to language that relates to billing for remediation, referring to the time specified in the bill, rather than dictating sixty days by ordinance. Division 4 remains unaltered.

**Article 3.** The definition for Public Authority is added to the definition section (Sec. 14-90). This was added to more clearly describe the intent of the enabling statute. The term is used only once (Sec. 14-95) in the division, but having the definition included provides additional clarity. Division 2 remains unaltered.

**Article 4.** Sec. 14-139 is amended to clarify that if a bill is not paid within the time specified in the bill, then the town may proceed to an action for debt in court and place a lien on the property.

**RECOMMENDATION BY:** Assistant to The Town Administrator, Trevor Hobbs & Community Development Director, Mark Shipley.

**PROPOSED MOTION:** Approve on Second Reading Ordinance 20-02, to amend the Farragut Municipal Code Chapter 14, Nuisances.

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

| <u>VOTE/TOTAL</u> | <u>WILLIAMS</u> | <u>POVLIN</u> | <u>BURNETTE</u> | <u>PINCHOCK</u> | <u>MEYER</u> |
|-------------------|-----------------|---------------|-----------------|-----------------|--------------|
| YES               | _____           | _____         | _____           | _____           | _____        |
| NO                | _____           | _____         | _____           | _____           | _____        |
| ABSTAIN           | _____           | _____         | _____           | _____           | _____        |

|                      |                          |
|----------------------|--------------------------|
| <b>ORDINANCE:</b>    | <b>20-02</b>             |
| <b>PREPARED BY:</b>  | <b>Hobbs</b>             |
| <b>REQUESTED BY:</b> | <b>Staff</b>             |
| <b>1ST READING:</b>  | <b>January 23, 2020</b>  |
| <b>2ND READING:</b>  | <b>February 13, 2020</b> |
| <b>PUBLISHED IN:</b> | _____                    |
| <b>DATE:</b>         | _____                    |

**AN ORDINANCE TO AMEND CHAPTER 14, NUISANCES, OF THE FARRAGUT MUNICIPAL CODE:**

**WHEREAS**, THE Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Chapter 14, Nuisances, of the Farragut Municipal Code,

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended as follows:

**SECTION 1.**

The Farragut Municipal Code, Chapter 14, Nuisances, is amended by deleting the chapter in its entirety and substituting the following in lieu thereof:

**Chapter 14- NUISANCES & PROPERTY MAINTENANCE**

**ARTICLE 1- General**

**Sec. 14-1. Scope**

The provision of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment, and exterior property, both residential and commercial.

**Sec. 14-2. Responsibility**

The owner or occupant of the premises shall maintain the structures and exterior property in compliance with the requirements of this chapter. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. Occupants of a dwelling unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit or premises they occupy and control.

#### Sec. 14-3. Vacant structures and land

Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure, and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

#### Sec. 14-4. Violation

Any person who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, may be prosecuted within the limits provided by local laws. Each day that a violation continues shall be deemed a separate offense.

#### Sec. 14-5. Definitions

For the purposes of this chapter, the following terms, phrases, words, and their derivations shall have the meanings given herein:

*Dwelling or Dwelling Unit* means any building or structure, or part thereof, used and occupied for human occupation or use or intended to be used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith.

*Front Yard* means the space between the public right of way or street and the nearest projection of a residential dwelling.

*Garbage* means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

*Inoperable Vehicle* means a vehicle that cannot be driven upon the public streets for reason including but not limited to being neglected, unlicensed, wrecked, abandoned, in a state of disrepair or deterioration, or incapable of being moved under its own power.

*Junk* means any scrap, waste, reclaimable material, or debris, whether or not stored, for sale or in the process of being dismantled, destroyed, processed, salvaged, stored, baled, disposed, or other use or disposition. Unregistered or inoperable vehicles, tires, vehicle parts, equipment, equipment parts. Paper, rags, metal, glass, building materials, household appliances, machinery, machinery parts, brush, wood, lumber, and other similar items shall constitute junk.

*Litter* means "garbage," "refuse," "junk", and "rubbish" as defined herein and all other waste materials which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

*Major Recreational Equipment* means boats, boat trailers, travel trailers, tent trailers, pick-up campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings, and the like.

*Newspaper* means any newspaper of general circulation as defined by general law, any newspaper duly entered with the post office department of the United States, in accordance with federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.

*Nuisance* means the existence within the corporate limits of the Town conditions which violate the provisions of this chapter, and which endanger the public health, safety, or welfare.

*Park* means a park, reservation, playground, beach, recreation center or any other public area in the Town, owned or used by the Town and devoted to active or passive recreation.

*Private premises* means any dwelling, house, building, or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building, or other structure.

*Public place* means any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds, and buildings.

*Refuse* means all putrescible and non-putrescible solid wastes (except body wastes), including garbage, rubbish, street cleanings, dead animals, abandoned vehicles, and solid market and industrial wastes.

*Rubbish* means non-putrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, glass, bedding, crockery and similar materials.

*Tenant* means a person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

*Vehicle* means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

*Weeds* means any plant or plant residue not cultivated for agricultural purposes or human consumption.

Secs. 14-6 – 14-16. Reserved

## **ARTICLE 2. Property Maintenance**

### **Division 1- General**

#### **Sec. 14-17. Authority**

This article is adopted under general authority granted in T.C.A § 6-2-201(22), (23) and (25), under the specific statutory authorities set forth herein.

#### **Sec. 14-18. Administration**

The Town Administrator or his/her designee shall have authority to administer and enforce the provisions of this article.

Secs. 14-19 – 14-29. Reserved

## **Division 2- Exterior Property Areas**

### **Sec. 14-30. Sanitation**

Exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

### **Sec. 14-31. Grading and drainage**

Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Approved retention areas and reservoirs shall not be considered a violation of this section.

### **Sec. 14-32. Sidewalks and driveways**

Sidewalks, walkways, walking trails, greenways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

### **Sec. 14-33. Weeds**

No owner, or agent of such owner of any lot, place or area within one hundred (100) feet of an occupied building which building is located within in the Town, shall permit on such lot, place or area, or upon any sidewalk, driveway, trail, greenway or path abutting the same, any weeds, grass, or deleterious, unhealthful growths, or noxious matter, that may be growing, lying, or located thereon to exceed a height of twelve (12) inches. This section does not apply to the owner or operator of an operating farm.

### **Sec. 14-34. Litter**

(A) *Litter in public places.* No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the Town except in public receptacles, in private receptacles for collection, or in official dumps.

(B) *Obstruction of drainage ditches, swales, etc.* It shall be a violation of this division for any person to place yard clippings, leaves, wood or rubbish in any drainage ditch, swale, culvert or other storm water drainage way.

(C) *Depositing litter or leaves and grass clippings into gutters or on sidewalks prohibited.* No person shall sweep into or deposit in any gutter, street or other public place within the Town the accumulation of litter, yard clippings, leaves, wood, mulch or rubbish from any building, lot, or public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter, leaves, yard clippings, and similar materials.

(D) *Litter thrown by persons in vehicles.* No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the Town, or upon private property.

(E) *Truck loads causing litter.* No person shall drive or move any truck or other vehicle within the Town unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley or other public place.

(F) *Litter in parks.* No person shall throw or deposit litter in any park within the Town except in public receptacles. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.

(G) *Litter in lakes and fountains.* No person shall throw or deposit litter in any fountain, pond, lake, stream, bay or any other body of water in a park or elsewhere within the Town.

(H) *Litter on private property.* No person shall throw or deposit litter on any occupied or open or vacant private property of another within the Town and no person shall throw or deposit ashes, yard clippings, leaves and/or wood on any occupied or open or vacant private property of another within the Town without permission of the owner of such property.

(I) *Owner to maintain premises free of litter.* The owner or person in control of any private property shall at all times maintain the premises free of litter. This section shall not prohibit the storage of litter in approved private receptacles for collection nor the depositing and use of yard clippings, leaves, wood chips or wood ashes upon his/her own property in connection with gardening and/or landscaping activity.

#### Sec. 14-35. Rodent Harborage

(A) Structures and exterior property shall be kept free from rodent harborage and infestation.

(B) The owner or occupant of any property or structure shall be responsible for pest elimination.

#### Sec. 14-36. Exhaust vents

Pipes, ducts, conductors, fans, or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors, or other gaseous or particulate wastes directly on abutting or adjacent public or private property or that of another tenant.

#### Sec. 14-37. Accessory Structures

Accessory structures, including detached garages, fences, walls and other such structures shall be maintained structurally sound and in good repair.

#### Sec. 14-38. Defacement of property

(A) A person shall not willfully or wantonly damage, mutilate, or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

(B) It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

Sec. 14-39. Rubbish, garbage, junk, litter, and storage containers (~~Personal~~ Portable On-demand Storage Containers)

(A) *Accumulation of rubbish, garbage, junk, and litter.* Exterior property and premise, and the interior of every structure, shall be free from any accumulation of rubbish, garbage, junk, and litter.

(B) Disposal of Rubbish, garbage, junk, and litter

(1) Every occupant of a structure shall dispose of all rubbish, garbage, junk, and litter in a clean and sanitary manner by placing such materials in approved containers.

(2) *Storage facilities.* The owner of every occupied premises shall supply approved containers for rubbish, garbage, junk, and litter and the owner of the premises shall be responsible for the removal of such materials.

(3) *Refrigerators.* Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises.

(C) Containers

(1) The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

(2) Every occupant of a residential dwelling unit shall provide, and at all times utilize, a leakproof container provided with a close-fitting cover for the storage of materials until removed from the premises for disposal. Such containers shall not exceed a capacity of one hundred (100) gallons.

(3) An owner or occupant of a residential dwelling unit may temporarily store a garbage or rubbish container on the premises that exceeds a capacity of one hundred (100) gallons under the following conditions:

(a) For a period of not more than thirty (30) consecutive days; or

(b) While in possession of a valid and active building permit issued by the Town

(4) Such containers provided for in Sec. 14-39C (3a) or Sec. 14-39C (3b) shall not be placed on public streets, sidewalks, walking trails, stormwater drainage facilities, or public property.

Sec. 14-40. Pest Elimination

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent re-infestation.

Secs. 14-41 – 14-51. Reserved

### **Division 3- ~~Motor~~ Vehicles, trailers, machinery and Major Recreational Equipment**

#### **Sec. 14-52. ~~Motor~~ Vehicles, trailers, machinery and major recreational equipment**

(A) Except as provided for in other regulations, inoperable or unregistered vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.

(B) Painting of vehicles is prohibited unless conducted inside an approved spray booth.

(C) A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

(D) In residential areas, vehicles, trailers, machinery and major recreational equipment shall be parked or stored only on approved surfaces, such as concrete, asphalt, or paver stones.

(E) No major recreational equipment, trailers, or machinery shall be parked or stored in any front yard of any lot in a residential district. However, such equipment may park on residential premises for a period not to exceed twenty-four (24) hours during loading or unloading. No such equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use.

(F) No major recreational equipment, trailers, or machinery shall be stored on any public street, greenway, trail, walking path, or public property.

Secs. 14-53 – 14-63. Reserved

### **Division 4- Exterior of Structures**

#### **Sec. 14-64. Exterior of Structures**

(A) *General Conditions.* The exterior of a structure shall be maintained in good repair, structurally sound, and sanitary so as not to pose a threat to the public health, safety, or welfare.

(B) *Unsafe Conditions.* The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

- (1) The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- (2) The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- (3) Structures or components thereof that have reached their limit state.

- (4) Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- (5) Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- (6) Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or not capable of supporting all nominal loads and resisting all load effects.
- (7) Exterior walls that are not anchored to supporting and supported elements are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- (8) Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue, or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- (9) Flooring and flooring components with defects that effect serviceability or flooring components that show signs of deterioration or fatigue, or not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- (10) Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- (11) Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- (12) Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- (13) Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- (14) *Protective treatment.* Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

(15) *Premises identification.* Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall not be less than four (4) inches in height with a minimum stroke width of one half (0.5) inches.

(16) *Structural Members.* Structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.

(17) *Foundation walls.* Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

(18) *Exterior Walls.* Exterior walls shall be free from holes, breaks, and loose rotting materials, and maintained weatherproof and properly surface coated where required to prevent deterioration.

(19) *Roofs and drainage.* The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

(20) *Decorative features.* Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

(21) *Overhang extensions.* Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay, or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(22) *Stairways, decks, porches and balconies.* Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

(23) *Chimneys and towers.* Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed faces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(24) *Handrails and guards*

(a) Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

(b) Every exterior and interior flight of stairs having more than four risers shall have on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than thirty (30) inches above the floor or grade below shall have guards.

(c) Handrails shall be not less than thirty (30) inches in height or more than forty-two (42) inches in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces.

(d) Guards shall not be less than thirty (30) inches in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

(25) *Window, skylight and door frames.* Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

(a) Glazing

Glazing materials shall be maintained free from cracks and holes

(b) Openable windows

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

(26) *Insect Screens.* Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum sixteen (16) mesh per inch, and every screen door used for insect control shall have a self-closing device in good working condition.

(27) *Doors.* Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units shall tightly secure the door. Locks on means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted in the International Building Code.

(28) *Basement Hatchways.* Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

(29) *Guards for basement windows.* Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

(30) *Building Security.* Doors, windows or hatchways for dwelling units shall be provided with devices designed to provide security for the occupants and property within.

(a) *Doors.* Doors providing access to a dwelling unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of one (1) inch. Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

(b) *Windows.* Operable windows located in whole or in part within 6 feet above ground level or walking surface below that provide access to a dwelling unit that is rented, leased or let shall be equipped with a window sash locking device.

(c) *Basement hatchways.* Basement hatchways that provide access to a dwelling unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

(31) *Gates.* Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

(C) *Demolition.* Demolition of unsafe conditions shall be permitted in lieu of repair where approved by the public officer or his/her designee.

Secs. 14-65 – 14-75. Reserved

## **Division 5. Enforcement**

### **Sec. 14-76. Enforcement**

(A) *Complaint.* A complaint on any violation of the provisions of this article may be reported to the Town office by any person observing the violation. The complainant shall identify himself/herself to the Town office prior to any action being taken by the Town Administrator or his/her designee.

(B) *Notice of Violation.* Once a complaint is received, the Town Administrator or his/her designee is hereby authorized and empowered to investigate the complaint and, if the complaint is found by the Town Administrator or his/her designee to be a condition that is a violation of this article, then, and in the discretion of the Town Administrator or his/her designee, a citation and summons to municipal court may be issued, or a written notice may be sent to the owner or agent of such owner of any such lot, place, or area within the Town to repair, abate, destroy, and/or remove any such nuisances or unsafe conditions on such owner's property, or upon the sidewalk abutting same. Such notice may be served personally upon the owner or his/her agent, occupant, or tenant, may be mailed regular first class, or certified, or registered mail to the owner or occupant at his/her last known address, or as otherwise authorized by the laws of The State of Tennessee.

Nothing in this section or part shall preclude the Town Administrator or his/her designee from issuing a citation or summons to municipal court immediately upon investigation and verification that a violation of this article exists.

(C) *Action for noncompliance.*

(1) Upon either the Town Administrator's or his/her designee's election to issue a citation and summons to municipal court, or the failure, neglect, or refusal of any owner or agent to repair, abate, destroy and/or remove such nuisances or unsafe conditions located upon such owner's property, or upon the sidewalk or street abutting same, within the time frame specified according to the notice provided for in subsection (B) of this section, or in the event the same is returned in the mail to the Town because of inability to make delivery thereof, provided the same was properly addressed to the last known address of such owner, or agent, a citation or summons to municipal court may be issued to the owner or agent so notified for violation of this article.

Nothing in this section or part shall preclude the Town Administrator or his/her designee from issuing a citation or summons to municipal court immediately upon investigation and verification that a violation of this article exists.

(2) If the owner or agent is found by the municipal court to have violated this article, and shall fail to remedy such conditions within ten (10) consecutive days of the date of the conviction, unless the finding of a violation has been appealed to the Knox County Circuit Court, the Town Administrator or his/her designee is authorized to take such action as is necessary to remedy the conditions and abate the nuisance. Upon completion of such work, the reasonable cost thereof, including the cost for inspections, notifications and other incidental and administrative costs in connection therewith, shall be paid by the owner or agent of said property and said costs shall be billed to the owner or agent of said property. If the bill is not fully paid within ~~sixty (60) days~~ after the date of said bill the time specified, the total amount of the bill shall be certified by the town recorder and collected in the manner provided by law.

Secs. 14-77 – Sec. 14-87. Reserved

### **ARTICLE 3- Buildings & Property**

#### **Division 1. Structures Unfit for Occupation or Use**

##### **Sec. 14-88. Authority**

This division is adopted pursuant to authority granted by TCA Title 13, ch.21, part 1 (TCA §13-21-101 et seq.)

##### **Sec.14-89. Scope**

The provisions of this division shall apply to all structures unfit for occupation or use, both residential and commercial.

##### **Sec. 14-90. Definitions**

As used in this article, unless the context otherwise requires:

*Owner* means the holder of the title in fee simple and every mortgage of record;

*Parties in interest* means all individuals, associations, corporations and others who have interests of record in a structure and any who are in possession thereof;

*Place of public accommodation* means any building or structure in which goods are supplied or services performed, or in which the trade of the general public is solicited;

*Public Authority* means any housing authority or any officer who is in charge of any department or branch of the government of the municipality or state relating to health, fire, building regulations, or other activities concerning structures in the municipality.

*Structure* means any dwelling or place of public accommodation or vacant building or structure suitable as a dwelling or place of public accommodation.

#### Sec. 14-92. Structures unfit for human habitation or use deemed unlawful

(A) It shall be unlawful for any owner of record to create, maintain or permit to be maintained in the Town structures which are unfit for human occupation or use due to dilapidation, defects increasing the hazards of fire, accident or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering such dwellings unsafe or unsanitary, or dangerous or detrimental to health, safety and morals, or otherwise inimical to the welfare of the residents of the Town.

(B) Violations of this section shall subject the offender to a penalty of fifty dollars (\$50.00) per offense. Each day a violation exists shall constitute a separate offense.

#### Sec. 14-93. Public Officer designated; powers

The Town Administrator or his/her designee is hereby designated and authorized to enforce and administer the provisions of this part. As such, the public officer, or his/her designee, shall have the authority to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted, to:

- (1) Investigate conditions in the Town in order to determine which structures therein are unfit for human occupation or use;
- (2) Administer oaths, affirmations, examine witnesses and receive evidence;
- (3) Enter upon premises for the purpose of making examinations; provided, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (4) Appoint and fix the duties of such officers, agents and employees as the public officer deems necessary to carry out the purposes of the ordinances; and
- (5) Delegate any of such public officer's functions and powers under the ordinance to such officers and agents as the public officer may designate.

#### Sec. 14-94. Basis of finding unfitness

The public officer shall have the power and may determine that a structure is unfit for human occupation or use if the public officer finds that conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such structure, the occupants of neighboring structures or other residents of the Town. Such conditions may include the following, without limiting the generality of the foregoing: defects therein increasing the hazards of fire, accident, or other calamities; lack of adequate ventilation, light, or sanitary facilities; dilapidation; disrepair; structural defects; or uncleanness.

#### Sec. 14-95. Initiation of proceedings; hearings

Whenever a petition is filed with the public officer by a public authority or by at least five (5) residents of the Town charging that any structure is unfit for human occupation or use, or whenever it appears to the public officer, on the public officer's own motion, that any structure is unfit for occupation or use, the public officer shall, if the public officer's preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest of such structure, a complaint stating the charges in that respect and containing a notice that a hearing will be held before the public officer, or the public officer's designated agent, at a place therein fixed, not less than ten (10) days nor more than thirty (30) days after the serving of the complaint.

- (A) The owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and
- (B) The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the public officer;

#### Sec. 14-96. Service of complaints or orders

(A) Complaints or orders issued by the public officer pursuant to part shall be served upon persons either personally or by registered mail, but if the whereabouts of such persons are unknown and the same cannot be ascertained by the public officer in the exercise of reasonable diligence, and the public officer shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing the same once each week for two (2) consecutive weeks in a newspaper printed and published in the Town, or in the absence of such newspaper, in one printed and published in the county and circulating in the Town.

(B) A copy of such complaint or order shall be posted in a conspicuous place on premises affected by the complaint or order.

(C) A copy of such complaint or order shall also be filed for record in the register's office of the county in which the structure is located, and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

#### Sec. 14-97. Orders to owners of unfit structures

If, after such notice and hearing, the public officer determines that the structure under consideration is unfit for human occupation or use, the public officer shall state in writing the public officer's findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order:

(A) If the repair, alteration or improvement of the structure can be made at a reasonable cost in relation to the value of the structure (not exceeding fifty percent (50%) of the reasonable value), requiring the owner, within the time specified in the order, to repair, alter or improve such structure to render it fit for human occupation or use or to vacate and close the structure as a place of human occupation or use; or

(B) If the repair, alteration or improvement of the structure cannot be made at a reasonable cost in relation to the value of the structure (not exceeding fifty percent (50%) of the reasonable value), requiring the owner, within the time specified in the order, to remove or demolish such structure;

Sec. 14-98. When Public Officer may repair, etc.

If the owner fails to comply with an order to repair, alter or improve or to vacate and close the structure, the public officer may cause such structure to be repaired, altered or improved, or to be vacated and closed; that the public officer may cause to be posted on the main entrance of any structure so closed, a placard with the following words: "This building is unfit for human occupation or use. The use or occupation of this building for human occupation or use is prohibited and unlawful".

Sec. 14-99. When Public Officer may remove or demolish

If the owner fails to comply with an order to remove or demolish the structure, the public officer may cause such structure to be removed or demolished.

Sec. 14-100. Liens for expenses

The amount of the cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition by the public officer, as well as reasonable fees for registration, inspections and professional evaluations of the property, shall be assessed against the owner of the property, and shall, upon the certification of the sum owed being presented to the appropriate public authority, be a lien on the property in favor of the Town, second only to liens of the state, county and Town for taxes, any lien of the municipality for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice.

These costs shall be collected by the municipal tax collector or county property tax assessor at the same time and in the same manner as property taxes are collected. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes as set forth in § 67-5-2010 and 67-5-2410.

In addition, the Town may collect the costs assessed against the owner through an action for debt filed in any court of competent jurisdiction.

The Town may bring one (1) action for debt against more than one (1) or all of the owners of properties against whom the costs have been assessed, and the fact that multiple owners have been joined in one (1) action shall not be considered by the court as a misjoinder of parties.

Sec. 14-101. Sale of salvaged materials

If the structure is removed or demolished by the public officer, the public officer shall sell the materials of such structure and shall credit the proceeds of such sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the chancery court by the public officer, shall be secured in such manner as may be directed by such court, and shall be disbursed by such court to the person found to be entitled thereto by final order or decree of such court.

#### Sec. 14-102. Enjoining enforcement orders

(A) Any person affected by an order issued by the public officer may file a bill in the chancery court for an injunction restraining the public officer from carrying out the order, and the court may, upon the filing of such bill, issue a temporary injunction restraining the public officer pending the final disposition of the cause; provided, that within sixty (60) days after the posting and service of the order of the public officer, such person shall file such bill in the court. Hearings shall be had by the court on such bills within twenty (20) days, or as soon thereafter as possible, and shall be given preference over other matters on the court's calendar.

(B) The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. In all such proceedings, the findings of the public officer as to facts, if supported by evidence, shall be conclusive. Costs shall be in the discretion of the court. The remedies herein provided shall be exclusive remedies, and no person affected by an order of the public officer shall be entitled to recover any damages for action taken pursuant to any order of the public officer, or because of noncompliance by such person with any order of the public officer.

#### Sec. 14-103. Violation of Order to vacate

(A) Any occupied structure declared unfit for human occupation or use shall be immediately vacated as ordered by the public officer.

(B) Any person who violates an order to vacate a structure declared unfit for human occupation or use commits a Class B misdemeanor.

(C) Any owner, manager, or person responsible for a structure declared unfit for human occupation or use who authorizes or facilitates the occupancy of the structure commits a Class B misdemeanor.

Secs. 14-104 – Sec. 114. Reserved

### **Division 2- Blighted & Deteriorated Properties**

#### Sec. 14-115. - Authority

This division is adopted pursuant to authority granted by T.C.A. title 13, Ch. 21, pt. 2 (T.C.A. § 13-21-201 et seq.).

#### Sec. 14-116. - Purpose

The purpose of this article is to promote the health, safety, and public welfare of the inhabitants of the Town by creating the means to rid neighborhoods of blighted or deteriorated properties. The provisions of T.C.A. § 13-21-201 et. seq. are hereby adopted.

## Sec. 14-117. Scope

The provisions of this division shall apply to all blighted or deteriorated properties, both residential and commercial.

## Sec. 14-118. Definitions

The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Blighted or deteriorated property* means any vacant structure or vacant or unimproved lot or parcel, whether residential or commercial, but not including property used for agricultural purposes, in a predominantly built-up neighborhood:

- (1) Which, because of physical condition or use, is regarded as a public nuisance at common law or has been declared a public nuisance in accordance with local housing, building, plumbing, fire or related codes;
- (2) Which, because of physical condition, use or occupancy, is considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences or structures;
- (3) Which, because it is dilapidated, unsanitary, unsafe, vermin-infested or lacking in the facilities and equipment required by the housing code, has been designated by the Town Administrator or his/her designee as unfit for human habitation;
- (4) Which is a fire hazard, or is otherwise dangerous to the safety of persons or property;
- (5) From which the utilities, plumbing, heating, sewerage or other facilities have been disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use;
- (6) Which, by reason of neglect or lack of maintenance, has become a place for accumulation of trash and debris, or a haven for rodents or other vermin; or
- (7) Which has not been rehabilitated within the time constraints placed upon the owner by the Town Administrator or his/her designee.

*Qualified bidder* means one who appears at an auction pursuant to section 14-123 (Disposition of Acquired Property) and prior to being permitted to bid establishes to the satisfaction of the Town Administrator or his/her designee that he has the financial wherewithal to complete the required rehabilitation of the property, and after he is the successful bidder establishes to the satisfaction of the Town Administrator or his/her designee that he also has the financial wherewithal to pay the purchase price.

*Redevelopment* means the planning or re-planning, design or redesign, acquisition, clearance, development and disposal, or any combination of these, of a property in the preparation of such property for residential, commercial, and related uses, as may be appropriate or necessary.

*Residential, commercial, and related use* means residential or commercial property for sale, lease or rental and related uses; such related uses include, but are not limited to, park and recreation areas, neighborhood community service, parking lots or structures, and any use which is consistent with and/or complementary to the existing properties in the area.

*Vacant property review commission* means a commission established to review vacant properties to make a written determination of blight and deterioration.

Sec. 14-119. - Administration

The Town Administrator or his/her designee shall enforce the provisions of this article, and such persons, consistent with any constitutional limitations, may enter any building, structure, or premises in the Town to perform any duty imposed by this article.

Sec. 14-120. - Vacant property review commission

- (A) *Commission membership.* The board of plumbing and gas/mechanical examiners shall also serve as the vacant property review commission.
- (B) *General powers and duties.* The commission shall review properties alleged to be blighted or deteriorated in order to determine whether they should be certified as blighted or deteriorated to the board of mayor and aldermen.

Sec. 14-121. - Certification of property as blighted or deteriorated

- (A) *Commission review.* A property which has been referred to the commission by the Town Administrator or his/her designee as blighted or deteriorated may only be certified to the board of mayor and aldermen as blighted or deteriorated after the commission has determined that:
  - (1) The owner of the property or designated agent has been sent an order by the Town Administrator or his/her designee to eliminate the conditions which are in violation of local codes or law;
  - (2) The property is vacant;
  - (3) The property is blighted and deteriorated;
  - (4) The commission has notified the property owner or designated agent that the property has been determined to be blighted or deteriorated and the time period for correction of such condition has expired and the property owner or agent has failed to comply with the notice; and
  - (5) The planning commission has determined that the reuse of the property for residential, commercial and related use is in keeping with the comprehensive plan.
- (B) *Referral to board of mayor and aldermen.* The findings required in subsection (a) of this section shall be in writing and included in the report to the board of mayor and aldermen.
- (C) *Commission notification.* The commission shall notify the owner of the property or a designated agent that a determination of blight or deterioration has been made and that failure to eliminate the conditions causing the blight shall render the property subject to condemnation by the Town. Notice shall be mailed to the owner or designated agent by certified mail, return receipt requested. However, if the address of the owner or designated agent is unknown and cannot be ascertained by the commission in the exercise of reasonable diligence, copies of the notice shall be posted in a conspicuous place on the property affected. The written notice sent to the owner or owner's agent shall describe the conditions that render the property blighted and deteriorated and shall demand abatement of the conditions within ninety (90) days of the receipt of such notice.
- (D) *Deadline extension.* An extension of the ninety (90) day time period may be granted by the commission if the owner or designated agent demonstrates that such period is insufficient to correct the conditions cited in the notice.

Sec. 14-122. Eminent domain

- (A) *Acquisition.* The Town may acquire by eminent domain pursuant to T.C.A. title 29, chapter 16 (T.C.A. § 29-16-101 et seq.) and 17 (T.C.A. § 29-17-101 et seq.), which chapters are hereby incorporated by reference, any property determined to be blighted or deteriorated pursuant to this part, and shall have the power to hold, clear, manage or dispose of property so acquired for residential, commercial and related use, pursuant to the provision of this part.
- (B) *Proceedings.* The board of mayor and aldermen may institute eminent domain proceedings pursuant to T.C.A. title 29, chapter. 16 (T.C.A. § 29-16-101 et seq.) and 17 (T.C.A. § 29-17-101 et seq.), which chapters are hereby incorporated by reference, against any property which has been certified as blighted or deteriorated by the commission if the board of mayor and alderman finds that:
- (1) Such property has deteriorated to such an extent as to constitute a serious and growing menace to the public health, safety and welfare;
  - (2) Such property is likely to continue to deteriorate unless corrected;
  - (3) The continued deterioration of such property may contribute to the blighting or deterioration of the area immediately surrounding the property; and
  - (4) The owner of such property has failed to correct the deterioration of the property.

Sec. 14-123. Disposition of acquired property

Upon acquisition of properties pursuant to this article, the Town shall have the power to hold, clear, manage or dispose of the property so acquired. Once acquired, the Town Administrator or his/her designee shall determine whether the rehabilitation of the acquired property is feasible. If in the determination of the Town Administrator or his/her designee the property may reasonably be rehabilitated, he may cause the rehabilitation to be done or he may cause the property to be sold at auction subject to the qualified bidder making the highest bid agreeing to rehabilitate the property within ninety (90) days of the consummation of the auction sale. If the Town Administrator or his/her designee determines that rehabilitation of the property is not feasible or practical, he shall cause the property to be demolished and the lot cleared. In either event, upon completion of the rehabilitation or clearing of the property so acquired, the Town Administrator or his/her designee may cause the property to be sold at auction or held for public purposes.

Sec. 14-124. Conflicts of interest

- (B) No officer or employee of the Town, or the vacant property review commission, who in the course of such officer's or employee's duties is required to participate in the determination of property blight or deterioration or the issuance of notices on code violations which may lead to a determination of blight or deterioration, shall acquire any interest in any property declared to be blighted or deteriorated.
- (B) If any such officer or employee owns or has a financial interest, direct or indirect, in any property certified to be blighted or deteriorated, the officer or employee shall immediately disclose, in writing, such interest to the commission and to the board of mayor and aldermen, and such disclosure shall be entered in the minutes of the commission and of the board of mayor and aldermen.
- (C) Failure to disclose such interest shall constitute misconduct in office.
- (D) No payment shall be made to any officer or employee for any property or interest therein acquired by the Town from such officer or employee unless the amount of such payment is fixed by court order

in eminent domain proceedings, or unless payment is unanimously approved by the board of mayor and aldermen.

Secs. 14-125 – 14-135. Reserved

#### **Article 4- Lot Clearing**

##### **Sec. 14-136. - Prohibition**

Pursuant to the authority granted to municipalities under T.C.A. § 6-54-113, it is unlawful for any owner of record of real property to create, maintain, or permit to be maintained on such property the growth of trees, vines, grass, underbrush and/or the accumulations of debris, trash, litter, or garbage or any combination of the preceding elements so as to endanger the health, safety, or welfare of other citizens or to encourage the infestation of rats and other harmful animals. It is the intent of this title to be permissive, and not mandatory, and to serve as a means of last resort for the Town to assist residential communities and/or owners of neighboring property when restrictions and/or covenants applicable to the offending property provide no private remedial powers to correct the offensive characteristics of the property that endanger the health, safety and welfare of other citizens. In accordance with this intent, the Town Administrator or his/her designee may or may not take steps under this title. He/she must be satisfied, in his/her sole discretion, that there are no covenants or restrictions that are applicable to the property that could be enforced to correct its offensive characteristics, and that all reasonable private actions aimed at eliminating the offensive characteristics of the property have been exhausted.

##### **Sec. 14-137. - Designation of public officer or department**

Town Administrator or his/her designee is designated pursuant to T.C.A. § 6-54-113 to enforce the provisions of this article on behalf of the Town.

##### **Sec. 14-138. - Notice to property owner**

It is the duty of the Town Administrator or his/her designee to serve notice upon the owner of record in violation of section 14-134, a notice in plain language to remedy the condition within ten (10) days (or twenty (20) days, excluding Saturdays, Sundays and legal holidays, if the owner of record is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewage, or other materials). The notice shall be sent by United States mail, addressed to the last known address of the owner of record. When an attempt at notification by United States mail fails or no valid address exists for the owner of record, the notice may be published in a newspaper of general circulation in the county where the property sits for no less than two (2) consecutive issues or personally deliver the notice to owner of record. For the purposes of this section, such publication shall constitute receipt of notice effective on the date of the second publication of the notice and personal delivery shall constitute receipt of notice immediately upon delivery.

The notice shall state that the owner of the property is entitled to a hearing, and shall, at the minimum, contain the following additional information:

- (1) A brief statement that the owner is in violation of section 14-134, which has been enacted under the authority of T.C.A. § 6-54-113, and that the property of such owner may be cleaned up at the expense of the owner and a lien placed against the property to secure the cost of the cleanup;
- (2) The person, office, address, and telephone number of the department or person giving the notice;
- (3) A cost estimate for remedying the noted condition, which shall be in conformity with the standards of cost in the Town; and
- (4) A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing. Failure to request a hearing within the notice period described above shall without exception constitute a waiver of the right to a hearing.

#### Sec. 14-139. Cleanup at property owner's expense

If the property owner of record fails or refuses to remedy the condition within the notice period set forth in section 14-138, the Town Administrator or his/her designee may cause the condition to be remedied or removed at a cost in conformity with reasonable standards, and the costs thereof shall be assessed against the owner of the property. If the bill is not fully paid within the time specified, the Town may collect the costs assessed against the owner through an action for debt filed in any court of competent jurisdiction. The Town may bring one action for debt against more than one or all of the owners of properties against whom such costs have been assessed, and the fact that multiple owners have been joined in one action shall not be considered by the court as a misjoinder of parties. Upon the filing of the notice with the office of the register of deeds in the county, the costs shall be a lien on the property in favor of the municipality, second only to liens of the state and county for taxes, any lien of the Town for special assessments, and any valid lien, right, or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. These costs shall be referred to the county trustee for collection at the same time and in the same manner as property taxes are collected. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.

#### Sec. 14-140. Owner-occupied property

Notwithstanding the provisions contained in section 14-139, when the property is owner-occupied residential property, the Town must wait until cumulative charges for remediation equal or exceed five hundred dollars (\$500.00) before filing the notice with the register of deeds and the charges becoming a lien on the property. After this threshold has been met and the lien attaches, charges for costs for which the lien attached are collectible as provided in section 14-139 for these charges.

#### Sec. 14-141. Judicial review

Any person aggrieved by an order or act of the Town Administrator or his/her designee under section 14-139 may seek judicial review of the order or act in a court of record in the county. Notwithstanding any provision of this section to the contrary, the time period established in section 14-138 shall be stayed during the pendency of judicial review.

**SECTION 2.**

This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

---

Ron Williams, Mayor

---

Allison Myers, Town Recorder

## REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

**SUBJECT:** First Reading of Ordinance 20-03, to amend the Capital Investment Program and ADA Capital Projects budgets of Fiscal Year 2019-2020 budget, passed by Ordinance 19-22

### INTRODUCTION:

The purpose of this agenda item is to approve Ordinance 20-03 on first reading to amend the Fiscal Year 2020 Capital Investment Program and ADA Capital Projects Budget.

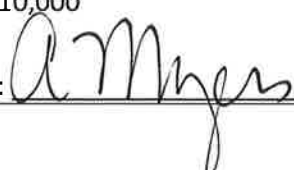
### DISCUSSION:

The **Capital Investment Program** will be amended by decreasing the appropriated expenditures from \$21,410,000 to \$21,375,000, a decrease of \$35,000.

- **Campbell Station Road Wall**
  - **-\$35,000**-The construction costs for the Campbell Station Wall was under budget. The remainder of the budgeted funds are available.

### FINANCIAL SECTION:

With the \$35,000 adjustment, the amended fund balance for the Capital Investment Program is \$842,419.

|                                                                                                  |                            |                              |
|--------------------------------------------------------------------------------------------------|----------------------------|------------------------------|
| <b>Account Number:</b> Capital Investment Program                                                |                            |                              |
| <u>Original FY2020 Budget</u>                                                                    | <u>Requested Amendment</u> | <u>FY2020 Amended Budget</u> |
| \$21,410,000                                                                                     | -\$35,000                  | \$21,375,000                 |
| Approved By:  |                            |                              |

The **ADA Capital Projects Fund** will be amended by increasing the appropriated expenditures from \$150,000 to \$185,000, an increase of \$35,000.

- **Infrastructure Improvements**
  - The Board of Mayor and Aldermen budgeted \$150,000 for ADA improvements. Due to current architectural expenditures and construction bids for the Town Hall restroom renovations, an additional \$35,000 is needed to approve the contract and complete the project.

**FINANCIAL SECTION:**

**Account Number:** ADA Capital Projects Fund

Original FY2020 Budget

Requested Amendment

FY2020 Amended Budget

\$150,000

\$35,000

\$185,000

Approved By: 

**RECOMMENDATION BY:** Allison Myers, Town Recorder/Treasurer, for approval.

**PROPOSED MOTION:** Motion to approve Ordinance 20-03 on first reading.

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

| <u>VOTE/TOTAL</u> | <u>BURNETTE</u> | <u>MEYER</u> | <u>PINCHOK</u> | <u>POVLIN</u> | <u>WILLIAMS</u> |
|-------------------|-----------------|--------------|----------------|---------------|-----------------|
| YES               | _____           | _____        | _____          | _____         | _____           |
| NO                | _____           | _____        | _____          | _____         | _____           |
| ABSTAIN           | _____           | _____        | _____          | _____         | _____           |

|                         |                       |
|-------------------------|-----------------------|
| ORDINANCE               | 20-03                 |
| PREPARED BY             | Myers                 |
| 1 <sup>ST</sup> READING | February 13, 2020     |
| 2 <sup>nd</sup> READING | February 27, 2020     |
| PUBLISHED IN            | Shopper News Farragut |
| DATE                    |                       |

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE  
AMENDING THE FISCAL YEAR 2019-2020 BUDGET, PASSED BY ORDINANCE 19-22**

**WHEREAS**, the Town of Farragut adopted the fiscal year 2019-20 budget by passage of Ordinance Number 19-22 on June 13, 2019; and

**WHEREAS**, pursuant to the Tennessee State Constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

**WHEREAS**, expenses for the Capital Investment Program and ADA Capital Projects Fund will be greater than budgeted; and

**NOW THEREFORE** BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2019-2020 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 19-22 is hereby amended by:

- The **Capital Investment Program** will be amended by decreasing the appropriated expenditures from \$21,410,000 to \$21,375,000, a decrease of \$35,000.
- The **ADA Capital Projects** will be amended by increasing the appropriated expenditures from \$150,000 to \$185,000 an increase of \$35,000.

SECTION 2. The Board of Mayor and Aldermen authorizes the Town Recorder to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect after its final passage and publication, the public welfare requiring it.

---

Ron Williams, Mayor

---

Allison Myers, Town Recorder



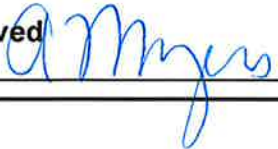
AGENDA NUMBER: V1. A.MEETING DATE: February 13, 2020**REPORT TO THE BOARD OF MAYOR AND ALDERMEN**PREPARED BY: **William E. McKelvey, Public Works Director**SUBJECT: **Approval of Bid for Contract # 2020-13: Town Hall Restroom ADA Renovation**

**INTRODUCTION:** The purpose of this agenda item is to consider bids and award Contract #2020-13: Town Hall Restroom ADA (American's with Disabilities Act) Renovation.

**BACKGROUND:** The Town Hall public restrooms located at the rear entrance of the building were identified as non-ADA compliant when our ADA assessment was completed. The restroom facilities will be redesigned to accommodate for restrooms that are compliant with ADA regulations and meet our occupancy numbers as required in the 2018 building code. The demolition/renovation will be completed by June 30, 2020.

**DISCUSSION:** The Town contracted with Lose Design to design the facility renovations. Attached are two bids which were received on February 4, 2020 to renovate the existing restrooms to achieve ADA compliance. to the most responsive and lowest bid was received from Holston Construction Services for a lump sum about of \$154,000.

**FINANCIAL SECTION:** The current funding for this project in the FY20 budget is \$150,000. The design services expenditures totaled \$23,541, leaving a balance of \$126,459. Staff is recommending a budget amendment to transfer monies from the Campbell Station wall renovation project to cover the additional costs to complete this project in the amount of \$35,000.

| <u>Total Amended Budget</u>                                                                      | <u>Requested Amount</u> | <u>Expenditures to Date</u> | <u>Remaining Amount</u> |
|--------------------------------------------------------------------------------------------------|-------------------------|-----------------------------|-------------------------|
| \$185,000                                                                                        | \$154,000.00            | \$23,541                    | \$7,459                 |
| Approved By:  |                         |                             |                         |

**RECOMMENDATION BY:** Bud McKelvey, Public Works Director, for approval.

**PROPOSED MOTION:** Approval of bid and award of Contract #2020-13 to **Holston Construction Services** in the amount of \$154,000.00.

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

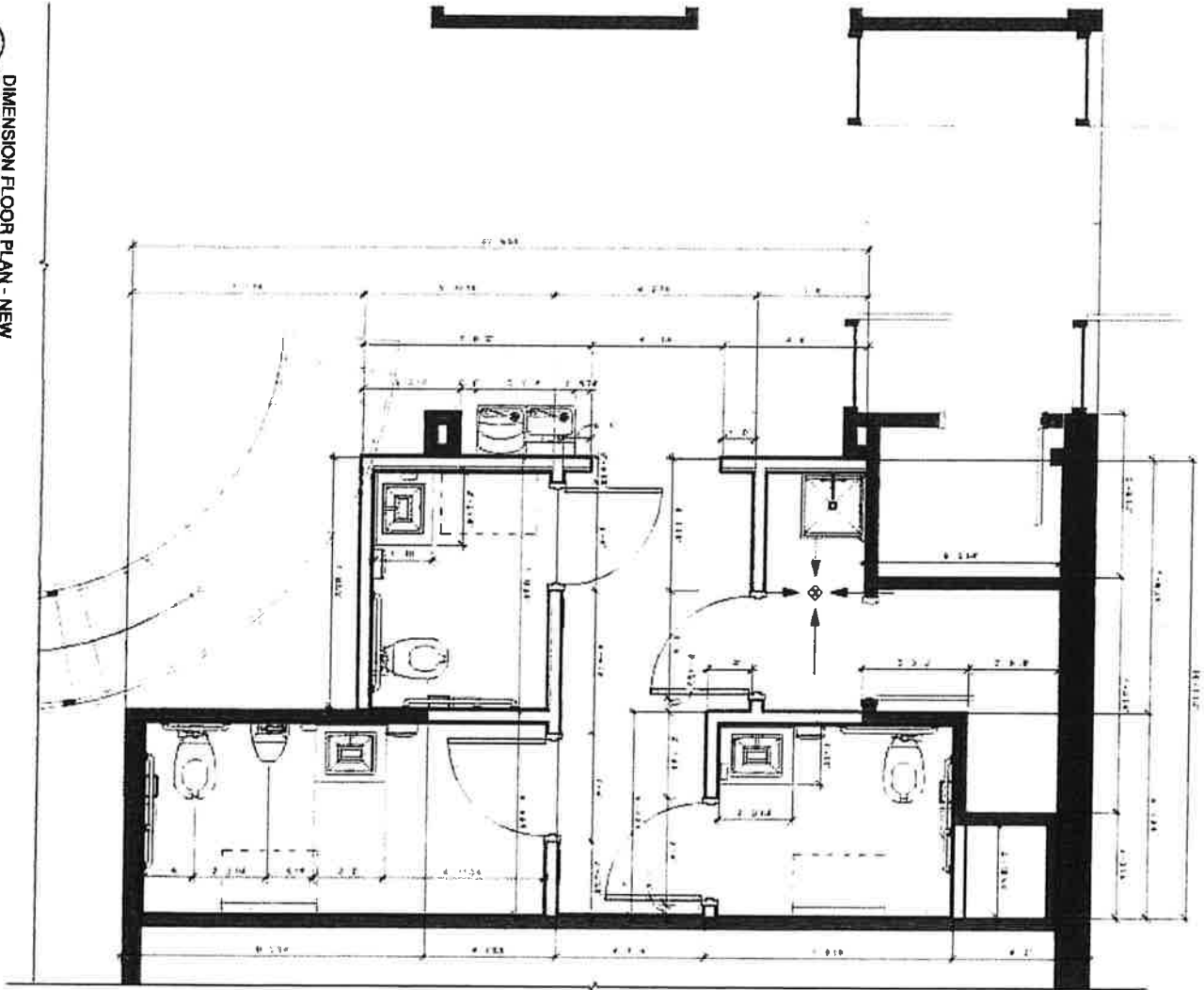
| <u>VOTE / TOTAL</u> | <u>Williams</u> | <u>Povlin</u> | <u>Pinchok</u> | <u>Meyer</u> | <u>Burnette</u> |
|---------------------|-----------------|---------------|----------------|--------------|-----------------|
| YES                 | _____           | _____         | _____          | _____        | _____           |
| NO                  | _____           | _____         | _____          | _____        | _____           |
| ABSTAIN             | _____           | _____         | _____          | _____        | _____           |

# **BID TABULATIONS FOR** **CONTRACT #2020-13: TOWN HALL RESTROOM ADA RENOVATIONS**

| BIDDER                                                                                                                        | BID QUANTITY AND DESCRIPTION                                           | BID PRICE    |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------|
| <b>Vendor:</b><br>Skilled Services, LLC<br><br><b>Location:</b><br>2533 Hoitt Avenue<br>Knoxville, TN 37917                   | <b><u>Bid Amount:</u></b><br>1      Town Hall Restroom ADA Renovations | \$184,000.00 |
| <b>Vendor:</b><br>Holston Construction Services<br><br><b>Location:</b><br>1719 6 <sup>th</sup> Avenue<br>Knoxville, TN 37917 | <b><u>Bid Amount:</u></b><br>1      Town Hall Restroom ADA Renovations | \$154,000.00 |
|                                                                                                                               |                                                                        |              |
|                                                                                                                               |                                                                        |              |

1  
CONSTRUCTION

DIMENSION FLOOR PLAN - NEW



FARRAGUT ADA RENOVATION

CITY HALL

PREPARED FOR:  
TOWN OF FARRAGUT

FARRAGUT

TENNESSEE



**LOSE**  
**DESIGN**  
SPACES FOR LIFE.

DIMENSION  
FLOOR PLAN

| NO. | DATE    | DESCRIPTION             |
|-----|---------|-------------------------|
| 1   | 10/1/18 | ISSUED FOR PERMIT       |
| 2   | 10/1/18 | ISSUED FOR CONSTRUCTION |
| 3   | 10/1/18 | ISSUED FOR CONSTRUCTION |
| 4   | 10/1/18 | ISSUED FOR CONSTRUCTION |
| 5   | 10/1/18 | ISSUED FOR CONSTRUCTION |
| 6   | 10/1/18 | ISSUED FOR CONSTRUCTION |
| 7   | 10/1/18 | ISSUED FOR CONSTRUCTION |
| 8   | 10/1/18 | ISSUED FOR CONSTRUCTION |
| 9   | 10/1/18 | ISSUED FOR CONSTRUCTION |
| 10  | 10/1/18 | ISSUED FOR CONSTRUCTION |

A2 01



AGENDA NUMBER: V1.B. MEETING DATE: February 13, 2020

**REPORT TO THE BOARD OF MAYOR AND ALDERMEN**

**PREPARED BY:** William E. McKelvey, Public Works Director

**SUBJECT:** Approval of Bid for Contract # 2020-14: 817 Virtue Road Demolition

**INTRODUCTION:** The purpose of this agenda item is to consider bids and award Contract #2020-14: 817 Virtue Road Demolition.

**BACKGROUND:** The town has worked with the attorney representing the property owners at 817 Virtue Road to demolish six unsafe structures on the property for over one year. The property owners have failed to remedy the situation by taking corrective action to take down the unsafe structures as ordered by December 30, 2019. Since the unsafe structures were not demolished by the ordered date, town staff solicited bids to tear down the structures and stabilize the site to remedy the situation.

**DISCUSSION:** Attached are seven (7) bids which were received on February 4, 2020. These bids are for the removal of the six (6) structures on the property. to the most responsive and low bid was received by Environmental Abatement, Inc. to complete the work for \$24,000.00.

**FINANCIAL SECTION:** The funds needed for the project will be paid from the General Fund balance. Once the structures are demolished, the Town will place a lien on the property through the court system that will allow for future reimbursement to the Town for the cost of cleaning up the property.

**RECOMMENDATION BY:** Bud McKelvey, Public Works Director, for approval.

**PROPOSED MOTION:** Approval of bid and award of Contract #2020-14 to **Environmental Abatement, Inc.** in the amount of \$24,000.00.

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

| <u>VOTE / TOTAL</u> | Williams | Povlin | Pinchok | Meyer | Burnette |
|---------------------|----------|--------|---------|-------|----------|
| YES                 | _____    | _____  | _____   | _____ | _____    |
| NO                  | _____    | _____  | _____   | _____ | _____    |
| ABSTAIN             | _____    | _____  | _____   | _____ | _____    |



# **BID TABULATIONS FOR** **CONTRACT #2020-14: 817 VIRTUE ROAD DEMOLITION**

| BIDDER                                                                                                                                            | BID QUANTITY, DESCRIPTION                                                                  | BID PRICE   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------|
| <b>Vendor:</b><br>Environmental Abatement, Inc.<br><br><b>Location:</b><br>717 Kevin Lane<br>Lenoir City, TN 37772                                | <b><u>Bid Amount:</u></b><br>1      Permits, Demolition, Removal &<br>Rough Grade to Drain | \$24,000.00 |
| <b>Vendor:</b><br>First Place Finish, Inc.<br><br><b>Location:</b><br>127 Rockbridge Greens Blvd.<br>Oak Ridge, TN 37830                          | <b><u>Bid Amount:</u></b><br>1      Permits, Demolition, Removal &<br>Rough Grade to Drain | \$52,030.00 |
| <b>Vendor:</b><br>Asbestos Management &<br>Environmental Solutions Co., LLC<br><br><b>Location:</b><br>10875 Hwy 11 East<br>Lenoir City, TN 37772 | <b><u>Bid Amount:</u></b><br>1      Permits, Demolition, Removal &<br>Rough Grade to Drain | \$66,678.00 |
| <b>Vendor:</b><br>Industrial Facility Services, LLC<br><br><b>Location:</b><br>716 Sedgley Drive<br>Knoxville, TN 37922                           | <b><u>Bid Amount:</u></b><br>1      Permits, Demolition, Removal &<br>Rough Grade to Drain | \$34,775.00 |
| <b>Vendor:</b><br>Findley Construction, Inc.<br><br><b>Location:</b><br>726 Parsonage Road<br>White Pine, TN 37890                                | <b><u>Bid Amount:</u></b><br>1      Permits, Demolition, Removal &<br>Rough Grade to Drain | \$24,900.00 |

# **BID TABULATIONS FOR** **CONTRACT #2020-14: 817 VIRTUE ROAD DEMOLITION**

| BIDDER                                                                                                                            | BID QUANTITY, DESCRIPTION                                                                  | BID PRICE   |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------|
| <b>Vendor:</b><br>Stouffer General Contractors, LLC<br><br><b>Location:</b><br>1817 Kim Watt Road<br>Knoxville, TN 37933          | <u><b>Bid Amount:</b></u><br>1      Permits, Demolition, Removal &<br>Rough Grade to Drain | \$64,950.00 |
| <b>Vendor:</b><br>Stone Works Construction, LLC<br><br><b>Location:</b><br>624 Old Hickory (P O Box 231)<br>Old Hickory, TN 37138 | <u><b>Bid Amount:</b></u><br>1      Permits, Demolition, Removal &<br>Rough Grade to Drain | \$58,750.00 |



Date: 13 November, 2019

Keith H. Burroughs, Esquire  
Egerton McAfee, Armistead & Davis, P.C.  
900 South Gay Street  
Knoxville, TN 37902

Re: Address: 817 Virtue Road (the "Property")  
Farragut, TN 37934  
  
Estate of Larry Richard Shepherd, (the "Estate")  
Chancery No. 78111-2

Dear Mr. Burroughs,

As Mark Shipley informed you in his letter of August 7, 2019 concerning the above-referenced Property, the staff of the Town of Farragut has been studying with the Town Attorney, Thomas M. Hale, the best course of action to address the buildings and structures that are located on the tract with address of 817 Virtue Road. As you know, in addition to the main house, the tract contains (i) a barn-like structure located behind the main house, (ii) a garage located at the northern boundary of the Property and on the west side of Virtue Road (iii) three small buildings between the east edge of Virtue Road and the lake, and (iv) a cabin-like structure adjacent to Turkey Creek Road that is across the lake inlet from the main part of the tract.

As you know from Mr. Shipley's letter and your conversations with Mr. Hale, Town officials have been very concerned about the state of these structures and has received numerous complaints about the deteriorated state of the structures and unkept state of the Property itself. Our concerns have been heightened by the recent fire that did substantial damage to the main house.

We have examined all of the structures with the exception of the cabin-like structure. We are writing you in your capacity as legal counsel to the personal representative of the Estate and with the understanding that you have agreed with Mr. Hale to accept service of this order on behalf of the Estate.

Pursuant to Farragut Municipal Code ("FMC") § 105-264, the Town of Farragut has adopted as authorized by T.C.A. § 6-54-601 et seq., the 2018 International Property Maintenance Code ("IPMC") for application to properties and structures within the Town of Farragut. Based upon our examinations and inspections of all of the buildings, except the cabin-like structure, all of the premises and the other structures are dangerous within the meaning of multiple subparts of IPMC § 108.1.5, but particularly the structures are so deteriorated and neglected, and with respect to the main house, so damaged by fire, that the structures are likely to partially or completely collapse, become detached or dislodged (subpart 3); are clearly unsafe for their use and occupancy (subpart 6); are so neglected, damaged, dilapidated, unsecure, and abandoned

so as to be an attractive nuisance to children, become a harbor for vagrants and enables persons access to the building as a place for wrongful and unlawful acts (subpart 7); are being maintained in violation of multiple provisions of the approved building codes and fire codes to such an extent as to present a substantial risk of fire, building collapse or other threats to the surrounding community (subpart 8); and because the structures lack sufficient construction, fire protect systems, electrical systems, mechanical systems, and plumbing systems have been determined to be a threat to life and health (subpart 10).

Further, pursuant to IPMC § 110, these structures, having been neglected for so long and their condition is so poor that they are dangerous, unsafe, unsanitary and unfit for human occupancy such that they cannot be repaired or renovated, and the only way the offending characteristics of the structures can be eliminated from our community is by demolishing them, and it is so ORDERED.

The Town requests that the demolition of the structures be accomplished no later than December 30, 2019. We have consulted with EAI Knoxville about what demolishing the structures would cost. For this reason, EAI Knoxville is familiar with the Property and the buildings and would likely be a good place to inquire about securing the services required to take down the buildings, removing and properly disposing of the debris that will result from the demolition of the structures. Please be advised that environmental and air quality issues will need to be addressed through the Knox County Air Quality office before a demolition permit can be obtained.

We would request that you or your client let us know your response to this Order no later than December 4, 2019. If your client does not intend to remedy the violations of the Town's Regulations represented by the blighted and deteriorated condition of these structures, then it is the intention of the Town's staff to cause the structures to be demolished and removed, and charging the cost of such demolition and removal to the Property, impressing the costs as a lien upon the Property as authorized by the IPMC § 106.3 and § 110.3.

Please be advised that pursuant to IPMC § 111.1, your client has the right to appeal this order to the Board of Appeals, which by FMC § 105-265(b), has been designated to be the Farragut Board of Plumbing and Gas/Mechanical Examiners, by submitting a written application for appeal to me within 20 days of service on you of this order. Pursuant to IPMC § 111.1, an application for appeal shall be based on a claim that either the true intent of the IPMC, or its rules adopted pursuant thereto, have been incorrectly interpreted, or the provision of the IPMC do not apply to these circumstances, or the requirements of the IPMC are adequately satisfied by means other than as ordered by the Town.

Please be advised that the Town of Farragut is authorized to prosecute any violation of the IPMC by the issuance of a citation to the Farragut Municipal Court for which civil fines may apply. The Town of Farragut may also authorize the Town Attorney pursue other actions as may be permitted by law.

Keith H. Burroughs, Esquire  
Egerton McAfee, Armistead & Davis, P.C.  
November 13, 2019  
Page 3

You and your client's cooperation in this matter are greatly appreciated. If you have any questions or an issue that may prevent you from meeting the above deadline, please contact me at 865-966-7057.

Respectfully,



David Smoak  
Farragut Town Administrator  
11408 Municipal Center Drive  
Farragut, TN 37934

cc: Mark Shipley  
Thomas M. Hale  
Howard G. Hogan, Clerk and Master  
Lisa Gammetoft, Attorney  
Lauren Smith, Attorney



**REPORT TO THE BOARD OF MAYOR AND ALDERMEN**

**PREPARED BY:** JENNIFER HATMAKER, COURT CLERK

**SUBJECT:** APPROVAL OF CONTRACT 2020-15, DEBT COLLECTION SERVICES

**INTRODUCTION:** The Farragut Municipal Court has jurisdiction within the Town of Farragut over cases involving violations of Town ordinances and adopted codes. Each case presented before the municipal court that has a judgement entered of liable or guilty is assessed court costs and fines by the Municipal Court Judge.

Once a case has been presented to the court and the judge has entered a judgement of liable or guilty, the defendant has 10 days to pay the court costs and fines assessed by the judge. If the case is a property maintenance case, the defendant has 10 days to pay the court costs and fines assessed by the judge and to correct the property maintenance violation. Failure to correct the violation could result in the Town taking action to correct the violation at the property owner's expense.

Following court, typically the next day, the court clerk mails a letter to each defendant found liable or guilty outlining the result of court including the judge's decision and the total amount owed. In cases involving property maintenance violations, the defendant's letter also includes notice that the violation must be corrected within 10 days. The court clerk attempts to collect all monies due to the court. The court clerk has been relatively successful in collecting the monies due; however, there are still some outstanding balances owed.

**BACKGROUND:** A Request for Proposals was published soliciting qualified vendors to submit sealed proposals to provide debt collection services. Six proposals were received in response to the solicitation. Two of the six proposals were submitted properly and evaluated. The proposal from Nationwide Recovery Services was selected as the most responsive and able to meet our needs.

**RECOMMENDATION:** It is recommended that Contract 2020-15 be awarded to Nationwide Recovery Services. Attached is the proposed contract for approval and the Cost Proposal Form submitted by Nationwide Recovery Services.

**RECOMMENDATION BY:** Court Clerk Jennifer Hatmaker for approval

**PROPOSED MOTION:** Approval of award of Contract 2020-15 to Nationwide Recovery Services to provide debt collection services to the Town of Farragut.

**BOARD ACTION:**

**MOTION BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

| <u>VOTE/TOTAL</u> | <u>WILLIAMS</u> | <u>POVLIN</u> | <u>PINCHOK</u> | <u>MEYER</u> | <u>BURNETTE</u> |
|-------------------|-----------------|---------------|----------------|--------------|-----------------|
| YES               | _____           | _____         | _____          | _____        | _____           |
| NO                | _____           | _____         | _____          | _____        | _____           |
| ABSTAIN           | _____           | _____         | _____          | _____        | _____           |



## CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "Contract") is made and entered into the \_\_\_3rd\_\_\_ day of \_\_\_\_\_ February \_\_\_\_\_, 2020 (the "Effective Date") by and between the TOWN OF FARRAGUT, TENNESSEE, a municipal corporation, (herein the "Town") and Nationwide Recovery Service, a Tennessee type of corporation or LLC (herein the "Contractor").

### WITNESSETH:

WHEREAS, the TOWN desires to contract with a provider for debt collection services (herein the "Contract Items"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into the Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. **SCOPE OF CONTRACT**

Upon receiving authorization to proceed from the Town, Contractor shall proceed in assisting the Town through the collection of delinquent court fees, fines and other charges due to the Town of Farragut. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items. The Town's Request for Debt Collection Services, as well as the Contractor's response are incorporated herein by reference in order to describe in more detail the scope of the services Contractor shall provide.

2. **TERM**

This Agreement shall commence on its Effective Date and shall remain in effect for an initial period of three years (the "Initial Term"), unless terminated sooner pursuant to this Agreement. This Agreement shall have two automatic one-year renewals with the same terms and conditions ("Renewal Term"). This Agreement will be subject to termination by either party upon giving written notice to the other party ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term. Contractor shall begin work upon notification of approval of this Agreement by the Farragut Board of Mayor and Aldermen. The schedule for the various meetings and presentations shall be agreed upon by the Town and Contractor before beginning work.

3. **PAYMENT**

Payment as provided in Section 4 hereof shall be made to the Town on a monthly basis. Contractor shall remit to the Town within 15 calendar days after month end the payments from the previous month. Any

applicable fees as agreed to by the Contractor and the Town shall be paid to the Contractor after an invoice has been submitted to the Town as outlined in Section 4 of this contract.

**4. INVOICING AND COMPENSATION**

Town shall compensate Contractor for debt collection services in an amount not to exceed the amount allowed by Tennessee Code Annotated § 40-24-105. Contractor shall be compensated a fee of 25% of the total balance collected on accounts not requiring litigation by the Contractor. Contractor shall be compensated a fee of 30% of the total balance collected on accounts requiring litigation by the Contractor, plus the court costs associated with filing a claim. See attached "Cost Proposal Form for Collection Services" which is incorporated herein by reference. Contractor must obtain prior written approval from the Town before pursuing litigation on any accounts. The fees of any attorney retained by contractor shall be the responsibility of Contractor to pay. All fees shall be paid to the Contractor upon receipt of an invoice of the total fees due to be paid by the Town.

All invoices received by the Town are payable within thirty (30) days from receipt, provided they have first been approved by the Town department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The Town reserves the right to partially pay any invoice submitted by the Contractor when requested to do so by the Town department that is the beneficiary of the Contract Items. All invoices shall be directed to the Town Administrator, Town of Farragut, 11408 Municipal Center Drive, Farragut, TN 37934. In the event any Contract Items are deemed unacceptable, the Town's representative shall notify the Contractor of the deficiencies in writing and the Town may withhold payment until the deficiencies are corrected to the satisfaction of the Town, such determination to be made in the sole and absolute discretion of the Town.

**5. INDEPENDENT CONTRACTOR**

The Contractor will be an independent contractor and is responsible for its work and is not the agent of the Town in performing the Services.

**6. PERSONNEL AND APPROVAL OF SUBCONTRACTORS**

The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the Services under this contract. Such personnel shall not be employees of the Town nor shall such personnel have been employees of the Town during any time within the twelve-month period immediately prior to the date of the contract. None of the work or Services to be performed under this contract by the Contractor shall be subcontracted without the prior written approval of the Town. If such subcontracting is authorized as herein provided, all subcontract documents shall be submitted to the Town for review and approval prior to the execution of such subcontract. Further, if requested by the Town, the Contractor shall provide the Town with such documentation as the Town shall require regarding the method the Contractor used in selecting its subcontractor.

**7. ADDITIONAL SERVICES**

In the event the Town requests that the Contractor perform additional services and/or furnish additional products not covered by this Contract, the Contractor shall perform such additional services after the

Town and the Contractor enter into an equitable agreement regarding the additional services and/or products.

**8. NOTICE TO PROCEED**

The Contractor shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed by the Town.

**9. REPORTS AND INFORMATION**

At such times and in such forms as the Town may require, there shall be furnished to the Town such statements, records, reports, data and information, as the Town may request pertaining to matters covered in this Contract. Unless authorized by the Town, the Contractor will not release any information concerning the work product including any other documents prepared pursuant to this Contract. Contractor agrees that all reports, studies, specifications, compilations and other data prepared by or for it under the terms of this contract shall be delivered to, become and remain the property of the Town upon termination or completion of the Services. The Town shall have the right to use same without restriction or limitation and without compensation to the Contractor other than as provided for in this contract. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Town with respect to all matters covered by this Contract. Except as otherwise authorized by the Town, such records shall be maintained for a period of three (3) years.

**10. CONFLICT OF INTEREST**

The Contractor declares that neither the Mayor, nor any Aldermen, nor any other Town official or employee holds a direct or indirect interest in this Contract. The Contractor pledges that it will notify the Town in writing should any Town official become either directly or indirectly interested in the Contract. The Contractor declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Town, or to pay anyone else for the benefit of any official or employee of the Town any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Town or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

**11. COMPLIANCE WITH LAWS**

The Contractor agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances and regulations in any manner affecting the provision of the Contract Item and to comply with all instructions and orders issued by the Town regarding the Contract Items.

**12. TERMINATION**

Upon thirty (30) days written notice, with or without cause, the Town may terminate this Contract. Following such termination, the Town and the Contractor shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

**13. WARRANTY**

The Contractor warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time of service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of services meet the specifications in the Invitation to Bid. If the Contractor is notified in writing by the Town of any faulty services furnished by the Contractor, the Contractor shall, at the Town's option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost of the Town; or (ii) refund to the Town the charge paid by the Town which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The Contractor warrants that all services provided by the Contractor shall meet the specifications in the Invitation to Bid. The Contractor shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

**14. INSURANCE**

- 14.01 Comprehensive General Liability Insurance. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the Town, coverage for Contractor on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.
- 14.02 Automobile Liability Insurance. The Contractor, at its own expense, shall keep on force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.
- 14.03 Workers' Compensation Coverage. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.
- 14.04 Certificate of Insurance. The Contractor shall provide the Town with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the Town. Said Comprehensive General Liability policy shall provide that the Town be an additional insured. The Town shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the Town and licensed and authorized to do business under the laws of the State of Tennessee.

**15. CLAIMS, LIABILITY AND INDEMNITY**

The Contractor shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the Contractor, its agents, servants, and/or employees in connection with the prosecution and completion of the services covered by this Contract. The Contractor agrees that it will indemnify and hold the Town and its employees harmless from all claims of any type and for any expenses and

costs including attorney's fees and court costs which may be incurred by the Town arising from the negligent or willful acts, errors and omissions of the Contractor, its agents, servants and/or employees in the performance of this Contract, and the Contractor will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of the Contract

**16. ATTORNEY'S FEES**

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the contract and the Town is successful therein, the Town shall be entitled to recover from the Contractor reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the Town may be entitled.

**17. EQUAL EMPLOYMENT OPPORTUNITY**

17.01 Non-discrimination. In carrying out the Contract Items under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, age, sex, or disability. Such action shall include, but not limited to the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeship.

17.02 Posting and Advertising. The Contractor agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of, the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The Contractor shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

**18. TRANSFER, ASSIGNMENT OR SUBLETTING**

This Contract shall not be transferred or assigned or sublet without prior written consent of the Town.

**19. SAFETY MEASURES**

The Contractor shall take all necessary precautions for the safety of the Town's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the Contractor shall post signs warning against hazards in and around the site where the Contractor is furnishing Contract Items.

**20. FAMILIARITY WITH THE CONTRACT ITEMS**

The Contractor, by executing this Contract, acknowledges full understanding of the extent and character of the services required and the conditions surrounding the provisions thereof. The Town will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's contractual commitment to fulfill all the conditions referred to in this Contract.

**21. ENTIRE AGREEMENT**

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of the Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

**22. PERMITS, LICENSES AND CERTIFICATES**

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution and completion of the Contract Items under this Contract.

**23. FIRE, THEFT, LOSS**

The Contractor is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on Town property by the Contractor.

**24. CONTRACTING AUTHORITY**

The persons executing this Contract on behalf of the Town and the Contractor hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

**25. GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereto. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Knox County, Tennessee and the Contractor hereby consents to the jurisdiction of such courts.

**26. OPPORTUNITY FOR REVIEW**

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract;

and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

**27. SECTION HEADINGS**

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

**28. NOTICES**

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air and other courier, or hand delivery as follows:

(i) To: Town of Farragut  
Attn: David Smoak, Town Administrator  
11408 Municipal Center Drive  
Farragut, TN 37934

(ii) To: Nationwide Recovery Service  
545 West Inman Street  
Cleveland, TN 37311

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purposes of notices, demands, and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

**29. SEVERABILITY**

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance here from. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

**30. NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

**31. OTHER INSTRUMENTS**

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

**[Signatures to follow on next page]**

WITNESS THE DUE EXECUTION HEREOF.

**CLIENT**

Town of Farragut, Tennessee  
11408 Municipal Center Drive  
Farragut, Tennessee 37934

By: \_\_\_\_\_  
Ron Williams, Mayor

**ATTEST:**

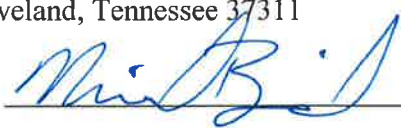
By: \_\_\_\_\_  
Town Recorder/Treasurer

APPROVED AS TO FORM AND CONTENT

\_\_\_\_\_  
Town Attorney

**CONTRACTOR**

Nationwide Recovery Service  
545 West Inman Street  
Cleveland, Tennessee 37311

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

Printed Name: \_\_\_\_\_ Michael Baird

Title: \_\_\_\_\_ CEO

Date: \_\_\_\_\_ 2/3/2020

# COST PROPOSAL FORM FOR COLLECTION SERVICES

Please submit the cost proposal and cost proposal form in a separate sealed envelope. Failure to complete this form or failure to include it in a separate sealed envelope shall result in your proposal being deemed non-responsive and rejected without further evaluation.

List the fees that will be charged for collection services. Provide sufficient explanation needed for the schedule of fees your charge. Be specific to any mailing expenses and other out of pocket costs you would expect to be reimbursed. If the fee amounts/commission rates vary, please provide a detailed schedule of the differences. Provide the specified cost or service fee that the Town of Farragut will pay in the event the debtor's account is required to be returned to the Town.

NRS will charge a **fee of 25%** (By TCA 40-24105 NRS could charge up to 50%) from all accounts placed for collections from funds from whatever source. These fees will be added to the account. Additionally these fees will be collected after all funds have been paid to the city first.

On accounts recommended and approved by the City of Farragut designated representatives NRS will charge a **fee of 30%** from monies collected from whatever source. These fees will be added to the account. Additionally, these fees will be collected after all funds have been paid to the city first and all cost associated with the litigation have been satisfied.

There will be no additional charges or fees associated with the collections of these accounts. If NRS fronts the litigation fees, then all initial monies collected would go towards the litigation cost prior to dispersing the collected fees back to the client.

If NRS fronts filing fees for litigation on claims. These fees will be paid as "first priority" before The City of Farragut would collect their fees. NRS's collection fee would be last priority and would be collected after the legal cost associated with filing the claim and the city bill have been satisfied.

The only time NRS would receive a fee on closed accounts if the account had been approved for litigation and cost associated with filing litigation was incurred.

By:

Robert J. DeVine Vice President Business Dev.

Name Title

Nationwide Recovery Service

Company

12-6-19

Date