



RESOLUTION 26-679

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE APPOINTING BILL RUPERT AS BUILDING INSPECTION AND CODE ENFORCEMENT PROVIDER

WHEREAS, the Town of Mount Carmel is authorized pursuant to the laws of the State of Tennessee to provide for building inspection and code enforcement services within the municipal limits; and

WHEREAS, the Town desires to ensure the continued enforcement of applicable building, property maintenance, zoning, and related municipal codes for the protection of the health, safety, and welfare of its citizens; and

WHEREAS, the Board of Mayor and Aldermen has determined that Bill Rupert of Integrity Inspections possesses the qualifications, experience, and capability necessary to provide such services to the Town; and

WHEREAS, the Board of Mayor and Aldermen desires to enter into an agreement with Bill Rupert for the provision of building inspection and code enforcement services under terms and conditions acceptable to the Town; and

WHEREAS, the Board of Mayor and Aldermen further finds it necessary and appropriate to replace Resolution No. 24-632 with this Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 21st day of May, 2026, that

SECTION 1. Bill Rupert of Integrity Inspections is hereby appointed as the official provider of building inspection and code enforcement services for the Town of Mount Carmel.

SECTION 2. The Independent Contractor Agreement attached hereto and incorporated herein by reference as "Exhibit A" is hereby approved.

SECTION 3. The Mayor is hereby authorized and directed to execute the Independent Contractor Agreement on behalf of the Town of Mount Carmel and to take such additional actions as may be necessary to carry out the intent of this Resolution.

SECTION 4. Bill Rupert shall perform such duties as may be set forth in the agreement and as otherwise required under applicable municipal ordinances, adopted codes, and state law. Bill Rupert, or his designee, shall have the authority to issue citations in lieu of arrest for violations of the building, utility, and housing codes adopted in the Town of Mount Carmel Municipal Code,

SECTION 5. Compensation for services shall be as set forth in the approved Independent Contractor Agreement.

SECTION 6. This appointment shall remain in effect until terminated by action of the Board of Mayor and Aldermen or until a successor is appointed.

This Resolution shall take effect immediately, the public welfare requiring it.

ADOPTED this 21st day of May, 2026.



John K. Gibson, Mayor

Attest:



Tyler S. Williams, CMFO
Town Recorder



INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement ("agreement") is made and entered into as of the 21st day of May 2026, and by and between Bill Rupert ("Inspector") and the Town of Mount Carmel ("Town"). The Town desires to retain an Inspector and codes enforcement agent as an independent contractor to perform home and/or commercial inspections and codes enforcement for the Town. In consideration of the mutual promises contained herein, the parties agree as follows:

1. TERM OF CONTRACT

This agreement will become effective upon its execution and will continue upon its execution for a period of two years and renewed for an additional two years unless terminated in accordance with the provisions of this agreement.

2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that the Inspector is an independent contractor and not an employee, agent, joint venture, or partner of the Town. Nothing in this agreement shall in any way be construed as creating or establishing the relationship of employer and employee between the Inspector and the Town. Both parties acknowledge that the Inspector is not an employee for state or federal tax purposes. As an independent contractor, the Inspector is not entitled to any employee benefits of the Town. The Inspector shall retain the right to perform services for others during the term of this agreement so long as these services are not inconsistent or incompatible with the Inspector's obligations under this agreement.

The Town has no authority to act, enter into any contract, or to incur any liability on behalf of the Inspector.

3. SERVICES TO BE PERFORMED BY THE INSPECTOR

The Inspector agrees to be available at reasonable times upon reasonable request by the Town during the term of this agreement, and to perform the necessary inspections of residential and commercial buildings of newly built or placed structures, assessment of established structures as to safety, and testimony regarding inspection findings in court if necessary.

The Inspector will maintain a current certification in residential and commercial building inspection with the State of Tennessee during the term of this agreement.

The Inspector will provide a report, of inspections and/or assessments made to be included with the permit documentation. This report should be included when the Inspector approves the issuance of a certificate of occupancy or after the final inspection for structures not requiring a certificate of occupancy. The Inspector agrees the Town shall own all data, compilations, analyses, and reports generated by the Inspector in connection with the services provided.

The Inspector will determine the method, details, and means of performing the above-described services. The Town shall have no right to, and shall not, control the manner or determine the method of accomplishing the Inspector's services. The Inspector agrees to utilize his expertise in providing such services.

Upon termination of this agreement or upon the Town's earlier request, the Inspector will return to the Town any and all Town property that the Inspector has in his possession or control.

Shall coordinate with the state agency to identify, review, and assume responsibility for any open or active permits with Town limits.

4. COMPENSATION

The Town agrees to pay the Inspector One Hundred Twenty-Five dollars (\$125) per inspection trip for the initial two (2) year period of the contract. After the initial two (2) year period, the Inspector and Town will review the rate and address any concerns by either party. The rate of pay per hour for any testimony in court, other than municipal which will be paid at the same rate as an inspection trip, shall be determined on a case-by-case basis prior to the case being brought before the court.

The Inspector agrees to submit to the Town itemized invoices for services rendered during each month by the tenth day of the following month, which will include a description of the topics written and the nature of the services provided. The Town agrees to pay the invoices within 10 days of receipt.

The Inspector shall be responsible for all costs and expenses incident to the performance of services for inspections. The Inspector will supply all tools and instruments required to perform the services.

As an independent contractor, the Inspector is responsible for paying all required taxes. The Town will issue an IRS Form 1099 with respect to the Inspector's compensation.

5. INSURANCE REQUIREMENTS

For the term of this agreement, the Inspector agrees to maintain a policy of insurance to cover:

- (a) claims for damages for bodily injury, sickness, disease, or death which arise out of any negligent act or omission of Inspector; and
- (b) claims for damages because of injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, which arise out of any negligent act or omission of the Inspector.

6. CONFLICTING OBLIGATIONS

The Inspector certifies he has no outstanding agreement or obligation that is in conflict with any of the provisions of this agreement, or that would preclude the Inspector from complying with the provisions hereof, and further certifies the Inspector will not enter into any such conflicting agreement during the term of this agreement.

7. TERMINATION OF AGREEMENT

Either party may terminate this agreement on sixty days' written notice to the other party. The Town may terminate this agreement with good cause immediately by written notice, and in that event the Town will not be liable to the Inspector after such notice has been sent.

8. GENERAL PROVISIONS

Neither this agreement nor any duties, obligations, or rights under it may be assigned by the Inspector without the Town's prior written consent. Any attempted assignment or delegation of this agreement by the Inspector without the Town's written consent will be void.

Any notices in connection with this agreement may be given by either party to the other in writing by personal delivery or by email. Notices delivered personally will be deemed communicated as of actual receipt.

This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the performance of services by the Inspector for the Town and contains all the covenants and agreements between the parties with respect to the performance of such services. No modification of this agreement will be effective unless in writing and signed by each party.

If one of the provisions in this agreement is deemed invalid, void, or unenforceable by law, then the remaining provisions will continue in full force and effect.

No waiver by the Town of any breach of this agreement shall be a waiver of any preceding or succeeding breach.

If any action at law or in equity is brought to enforce or interpret this agreement, each party will be responsible for their own attorney's fees. The parties agree that the exclusive venue for any litigation arising out of this agreement shall be in Hawkins County, Tennessee.

This agreement will be governed by and construed in accordance with the laws of Tennessee.

9. ADDITIONAL ENFORCEMENT OBLIGATIONS (ADDED)

The Inspector shall provide technical code enforcement support when requested by the Town, including:

- a. Issuing written technical correction notices for violations of building, electrical, plumbing, gas, or mechanical codes.
- b. Conducting technical evaluations of unsafe or potentially unsafe structures.
- c. Providing technical findings needed to support stop-work orders.
- d. Coordinating with the Town's Code Enforcement Officer and City Attorney on matters involving both technical and non-technical violations.
- e. Appearing in court to provide technical testimony and written reports relating to enforcement matters.

Dated this 21 day of May, 2026

Inspector: _____

Town of Mount Carmel: _____

John K. Gibson