

THE IN CIRCUIT COURT FOR LOUDON COUNTY, TENNESSEE

TOWN OF GREENBACK,

Plaintiff,

vs.

No. _____

GREENBACK VOLUNTEER
FIRE DEPARTMENT, INC., and
THOMAS PEELER,

Defendants.

COMPLAINT

COMES NOW the Plaintiff, Town of Greenback, Tennessee, by and through counsel, and for complaint against Defendants, Greenback Volunteer Fire Department, Inc., and Thomas Peeler, states as follows:

1. Plaintiff is a town located in Loudon County, Tennessee and is formed under a Mayor-Aldermanic Charter pursuant to T.C.A. § 6-1-101 et seq.
2. Defendant, Greenback Volunteer Fire Department, Inc. is a Tennessee not-for-profit corporation and is the volunteer fire department for Greenback, Tennessee with a principal office located in Loudon County, Tennessee. Greenback Volunteer Fire Department may be served with process by serving its agent for service of process Ronnie Lett at 6899 Morganton Road, Greenback, Tennessee 37742-2460.
3. Thomas Peeler is a citizen and resident of Loudon County, Tennessee and may be served with process at 201 Tennessee Avenue, Greenback, Tennessee 37742. Thomas Peeler was

Mayor of the Town of Greenback from the mid 1970's until November 20, 2018.

4. This Complaint seeks to have the Court declare null and void two (2) quitclaim deeds, each dated December 28, 2018, signed by Thomas Peeler purporting to convey real property belonging to the Town of Greenback to the Greenback Volunteer Fire Department, Inc. (collectively the "Quitclaim Deeds"). The Quitclaim Deeds are attached hereto as Collective Exhibit A. They are recorded in the Register of Deeds Office in Record Book D409, Page 439, and Record Book D409, Page 441 respectively.

5. Plaintiff asks this Court to declare the Quitclaim Deeds null and void because the purported conveyances were *ultra vires* and illegal in numerous respects. The purported conveyance of property was undertaken in a manner inconsistent with the laws of the State of Tennessee for the reasons set forth below:

- a) Thomas Peeler did not have authority to sign the Quitclaim Deeds because he was no longer Mayor as of December 28, 2018 when the Deeds were signed and notarized. Dewayne Birchfield was Mayor of Greenback on that date, having won the election on November 6, 2018. Mr. Birchfield took his oath of office and assumed the office of mayor on November 20, 2018, after the election was certified.
- b) The conveyances in the Quitclaim Deeds were not authorized in a properly noticed meeting pursuant the Tennessee Meetings Act T.C.A. § 8-44-101 et seq. The Quitclaim Deeds state on their face that the conveyances were approved in a meeting of the "City Council" on October 9, 2018. There was no adequate public notice of this meeting. Any action taken at a meeting in

violation of the Tennessee Open Meetings Act is void and of no effect. *See* T.C.A. § 8-44-105.

- c) The Minutes of the October 9, 2018 meeting where the Mayor and Board of Aldermen (“Board”) purported to approve the conveyances in the Quitclaim Deeds did not properly or adequately identify the real property to be transferred and did not properly authorize the Mayor to sign the Quitclaim Deeds (See Exhibit B). The description in the minutes of what property was to be sold is very vague and uncertain. Accordingly, there was improper public notice of what was to be conveyed. The minutes describe the conveyance as “the parking lot and roadway behind PPAWS” and “some additional property behind the fire hall.” That description is woefully inadequate for the Board or the public to know what was proposed to be conveyed and what was allegedly approved by the Board to be conveyed.
- d) The approval of the Quitclaim Deeds in the October 9, 2018 meeting was in violation of T.C.A. § 6-54-512 in that the official action required in order for the Mayor to sell real property belonging to the Town must be in the form of an ordinance with two (2) readings, and not a resolution with one (1) reading before the Board. The action to sell real property was permanent in nature and thus required passage of an ordinance according to the above cited statute. Passing the measure by resolution on a single reading was not only technically improper, it did not give the public adequate notice of the contemplated action and opportunity for comment. Ordinances must be adopted on two (2) separate days pursuant to T.C.A. § 6-2-102. The action at

issue was taken on a single day. Ordinances must be published in a newspaper of general circulation in order to comply with T.C.A. § 6-2-101. The “ordinance” that purports to be the authority for Mr. Peeler to execute the Quitclaim Deeds was never published in a newspaper. As such, the ordinance is of no effect. *See* T.C.A. § 6-2-101.

6. Thomas Peeler should be individually liable for his *ultra vires* actions in executing the Quitclaim Deeds and judgment should be entered against him for damages for his slander of the Plaintiff’s title. Mr. Peeler acted as if the property he conveyed belonged to him personally and not the Town by ignoring all legal requirements necessary to properly convey public property in Tennessee. Mr. Peeler has no immunity for *ultra vires* actions taken after he was no longer the Mayor. His actions in signing the Quitclaim Deeds caused the Plaintiff to suffer a slander of title to its real estate that could only be addressed by filing this action in order to clear the titles. Mr. Peeler published false statements about the Plaintiff’s property by falsely asserting that he had the authority to and that he did convey the property to the Greenback Volunteer Fire Department in the Quitclaim Deeds on behalf of the town. These Quitclaim Deeds were recorded in the Register of Deeds Office for Loudon County, Tennessee thus publishing the false statement. Mr. Peeler acted maliciously in that he acted with reckless disregard of the Plaintiff’s and the public’s property rights and the formalities needed to convey public property. He knew or should have known what was required legally in order for a real property conveyance from the Town to occur. The Plaintiff suffered pecuniary losses as a result of Mr. Peeler’s unlawful action in the form of attorney’s fees incurred in the prosecution of this cause.

WHEREFORE, the Plaintiff demands as follows:

- 1) That proper process issued and be served upon the Defendants requiring them to answer in the time set forth by law;
- 2) That this Court declare that the Quitclaim Deeds are null and void and have no further effect and that an order be entered in the Register of Deeds Office for Loudon County, Tennessee to that effect in order to clear Plaintiff's title to the properties;
- 3) That this Court hold that former Mayor Peeler acted *ultra vires* and slandered the Plaintiff's title by executing the Quitclaim Deeds and as such shall have judgment entered against him in the amount of the Plaintiff's attorney's fees incurred in prosecution of this action to be proven at trial;
- 4) That the cost of this cause be taxed to the Defendants;
- 5) For such other and further and general relief to which the Plaintiffs may show itself entitled of the hearing of this cause.

RESPECTFULLY SUBMITTED,

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